City Commission Regular Meeting Agenda

Thursday, December 11, 2025 at 5:30 PM

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

All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**

3. **Deletions and changes to the agenda**

4. **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.

5. **Consent Agenda**

   a. Approve the Minutes of the November 13, 2025, meeting, which was continued to November 20, 2025, to complete business.

   b. 2026 Holiday Schedule

   c. 2026 Meeting Schedule

6. **General Business**

   a. Resolution 2025-103. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a Contract Extension with My Three Sons Fireworks Company for Fireworks Displays on New Year's Eve and the Fourth of July; providing for conflict and an effective date.

   b. Resolution 2025-67. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing and approving the South Central Water Main Replacement Project – Phase 2, accepting Mead & Hunt as the Consultant to assist with the Design, Permitting, and Bidding for the project, in an amount not to exceed $59,696.00, providing for conflict and an effective date.

   c. Resolution 2025-93. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award construction services to Sparks Concrete, LLC, for the street paving project on South Central Avenue; approving a project budget in the amount of $232,060.00; providing that this resolution supersedes and replaces resolution 2025-74 in its entirety; providing for funding, implementation, conflict, and an effective date.

   d. Resolution 2025-94. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award a contract for Stormwater Drainage Maintenance Services on Palm Circle to DDS Enterprises LLC; approving a project budget in the amount of $71,444.40; providing for funding, implementation, and an effective date.

   e. Resolution 2025-96. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving the purchase of Sanitary Sewer Manhole Structural Rehabilitation and Repair Services from Engineered Spray Solutions, LLC, through a Piggyback Agreement Utilizing JEA Contract No. JEA11199; Authorizing the City Commission to execute all necessary documents; and providing an effective date.

f. Resolution 2025-106. A Resolution by the City Commission of the City of Flagler Beach Approving an Adjustment for Municipal Solid Waste Disposal Fees Effective January 1, 2026; providing for conflict and an effective date.

g. Resolution 2025-98. A Resolution by the City Commission of the City of Flagler Beach, Florida, setting the qualifying period for the 2026 Municipal Election, providing for conflict and effective date.

h. Resolution 2025-99. A Resolution by the City Commission of the City of Flagler Beach approving Change Order No. 02 to the contract with Vecellio & Grogan, Inc. for the Flagler Beach Fishing Pier Replacement Project, providing for an increase in contract price of $144,201.67 and an extension of 40 contract days; providing for conflict and an effective date.

i. Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of $46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date.

j. Resolution 2025-100. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a corrective easement between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purpose of leasing the infrastructure, providing for conflict and effective date.

k. Resolution 2025-101. A Resolution by the City Commission of the City of Flagler Beach approving the Mitigation Sales Agreement for the mitigation credits totaling $180,562 with Green Wing, LLC for the South Flagler Avenue Stormwater Improvement Project; providing for conflict and an effective date.

l. Resolution 2025-104. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the application and acceptance of a Florida Department of Law Enforcement (FDLE) Grant for the cash advance purchase of four (4) drones in compliance with Rule 60GG-2.0075 of the Florida Administrative Code, total cost of the drones is $100,000, with the grant covering 100% of the cost, and approving Axon Enterprise, Inc. as a sole source vendor; providing for conflict and an effective date.

7. Public Hearings

a. Ordinance 2025- 28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing for an effective date (Second [Final] Reading).

b. Ordinance 2025-30. An Ordinance of the City of Flagler Beach, Florida, amending the Lease Agreement between the City of Flagler Beach and Grandview Flagler Partners, LLC (c/o Mr. Raymond Barshay); providing for conflict and an effective date (First Reading).

c. Application PVAR26-0001: Variance - 202 S. Daytona Avenue. Applicant is requesting a variance from Appendix A — Land Development Regulations, Article II, Section 2.04.02.12. Drive-through type businesses are prohibited in Downtown General Commercial, Mixed Use Overlay. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District.

d. Ordinance 2025- 29. An Ordinance of the City of Flagler Beach, Florida, relating to the Land Development Regulations; amending the Code of Ordinances to add Section 8.06.01 to Appendix “A,” “Land Development Regulations,” establishing a process for the review of reasonable accommodation requests for certified recovery residences pursuant to Florida Statutes Section 397.487; providing for conflicts; providing for codification; providing for severability; and providing an effective date (First Reading).

8. Staff Reports

a. City Attorney

b. City Manager

9. Commission Comments

a. Commission comments, including reports from meetings attended

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

10. Adjournment

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

City Commission Regular Meeting Minutes

Thursday, November 13, 2025, at 5:30 PM

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

THIS MEETING WAS CONTINUED TO THURSDAY, NOVEMBER 20, 2025, TO COMPLETE THE ITEMS NOT ADDRESSED AT THE NOVEMBER 13, 2025, MEETING. THESE MINUTES ARE A COMBINATION OF BOTH DAYS

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

1. **Call the meeting to order:** Chairman Sherman Called the meeting to order at 5:30 p.m.

2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders:** Mayor King led the pledge to the flag.

3. **Deletions and changes to the agenda:** The Commission reached a consensus to stop the meeting at 10:00 p.m. and continue unaddressed items to Thursday, November 20, 2025. The Commission reached a consensus to hear Item 4; Public Comments, then move to Item 7; Public Hearings.

4. **Public comments regarding items not on the agenda**

   Citizens are encouraged to speak. However, comments should be limited to three minutes. Joanne Soman thanked the City for hosting the Centennial Gala. Bryan Moisao spoke of a Whistle Blower complaint he has filed with the City. Mark Imhoff commented on his lack of understanding about budget items and his abhorrence of staff salaries.

   The agenda moved to Item 7a.

5. **Consent Agenda**

   a. Approve the October 23, 2025, Regular Meeting Minutes. Motion by Commissioner Cooley to approve the consent agenda. Commissioner Spradley seconded the motion. The motion carried unanimously.

6. **General Business**

   a. Resolution 2025-87. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing services for Fire Hydrant Repairs to be performed under the City's continuing contract with U.S. Water Services Corporation; approving a project budget in the amount of $43,378.50; providing for funding, implementation, and an effective date. Attorney Smith read the title of the resolution into the record. Discussion ensued and included: staff not making the repairs, certification required to perform repairs, current infrastructure not all fitted with safety valves, and thrust blocks, and regular maintenance not being performed in the past due to staff shortages. Motion by Commissioner Belhumeur to table the request until the City Manager can report on staff's capabilities. Commissioner Cunningham seconded the motion. Commissioner Cooley expressed concern and stated the repairs need to be made now, and directions to have staff trained and certified to perform the repairs could follow. Commissioners Sherman and Spradley agreed with Commissioner Cooley. Commissioner Belhumeur amended his motion to move forward with the three replacement hydrants and provide more information on training for staff. Commissioner Cunningham amended his second. Chairman Sherman opened public comments. Comments were received from David Skoal, Paul Mykytka and Bejamin Belhumeur. Chairman Sherman closed public comments. The motion failed three to two with Commissioners Cooley, Spradley and Sherman voting no. Motion by Commissioner Cooley

to approve Resolution 2025-87. Commissioner Spradley seconded the motion. The motion carried three to two with Commissioners Belhumeur and Cunningham voting no.

b. Consider the request from the property owner at 324 N 2nd Street to place a butterfly garden around the monument sign and City ROW. Lupita McClenning, City Planner reviewed the request advising half of the proposed garden is in the right-of-way and half is not. Discussion ensued and included, removal of invasive plants, line of site for traffic at the intersection, drafting a hold harmless agreement, and preferring the applicant to be present to address questions the Officials have. Chairman Sherman opened public comments. Paul Mykytka provided comments. Chairman Sherman closed public comments. The item died for lack of a motion.

c. Consider application(s) to fill vacancy on the Parks Committee. City Manager Martin reviewed the item. Motion by Commissioner Cooley to approve Sue Eichler to the Parks Committee. Commissioner Belhumeur seconded the motion. The motion carried unanimously.

d. Resolution 2025-91. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the execution of a professional services agreement with Mead & Hunt, Inc. for engineering services related to Potable Water Wells #17 and #18 and associated Consumptive Use Permit, providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Cooley to approve Resolution 2025-91. Commissioner Spradley seconded the motion. Chairman Sherman opened public comment. No comments were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

e. Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of $46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. City Engineer, Bill Freeman reviewed a Power Point Presentation on the Advanced Wastewater Treatment Plant Facility, advising initially the State Revolving Fund Loan was in the amount of $17,776, since that time we have went back and increased the loan. Commissioner Belhumeur inquired if any of the equipment would be reused. Mr. Freeman stated yes, one of the clarifiers would be retained. Discussion ensued and included: length of construction time, impact fees from annexation, having Ben Fries, CPH, come before the Commission and explain the significant increase in cost since initially presented ($17 million now $47 million) concern regarding the time span between initial presentation and award to contractor, and disappointment in lack of back-up included in the packet. Motion by Commissioner Cunningham to table the item. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. Midori Imhoof provided comment. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

f. Resolution 2025-73. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending the Personnel Policy; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Mrs. Mathis reviewed the proposed amendments, deletions, and additions. Discussion ensued and included Section 2: of the Resolution Application Procedures; Commission wanted to retain the in-house posting. Section 7: Temporary work at a higher classification; Commission suggested language to define maximum number of days, and Section 8: Employee Conduct; Commission felt this section was too vague and needed to be improved. Chairman Sherman opened public comment. Comments were received from RJ Santore. Chairman Sherman closed public comment. Motion by Commissioner Belhumeur to approve Resolution 2025-73 minus Sections 2,7 and 8. Commissioner Cooley seconded the motion. The motion carried unanimously, after a roll call vote.

g. City Manager Annual Evaluation. Commissioner Cooley noted the City Manager had not received a raise in the last two budget years, and felt the policy implemented should be followed. The Commission reached a consensus to give the City Manager a 4% raise effective October 1, 2025.

h. Resolution 2025-85. A Resolution of the City Commission of the City of Flagler Beach, Florida, Adopting the FY 2025/2026 Salary Plan; providing for conflict and an effective date. Attorney Smith read the title of the resolution into the record. Motion by Commissioner Belhumeur that we approve Resolution 2025-85 as amended to include the 4% raise for the City Manager. Commissioner Cooley seconded the motion. Chair Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

7. Public Hearings

Attorney Smith reviewed the concerns brought up Attorney Spain representing the Bulow Community. Attorney Smith referred to a phone call the City received requesting the Veranda Bay items moved to one of the January 2026 meetings. For transparency Attorney Smith suggested the applicant verbally requested the pulling of the Veranda Bay Items 7a, 7c and 7d. Attorney Chiumento asked that the Veranda Bay Items be tabled to the 2nd Meeting in January (January 22, 2026) and proceed with Summertown items.

a. Ordinance 2025-21. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 210.70 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading). Attorney Smith read the title of the ordinance 2025-21, 2025-23 and Ordinance 2025-24 into the record. Motion by Commissioner Cooley to table Ordinance 2025-21, 2025-23 and 2025-24 to January 22, 2026, at 5:30 p.m. or soon thereafter here at City Hall, 105 S. 2nd Street Flagler Beach, Florida 32136. Commissioner Cunningham seconded the motion. The motion carried unanimously, after a roll call vote.

b. Ordinance 2025-22. An Ordinance of the City Commission of the City of Flagler Beach, Florida, to annex property to be included within the corporate area and city limits of the City of Flagler Beach; providing for the annexation of approximately 514.06 acres of property described in Exhibit "A" to this ordinance and lying in the areas proximate to the existing city limits of the City of Flagler Beach, Flagler County, Florida; providing for annexation in accordance with the voluntary annexation provisions of Section 171.044, Florida Statutes; providing for annexation of real property/amendment of corporate/city limits; providing for rights and privileges resulting from annexation upon land uses; providing for effect on Ad Valorem taxes; providing for effect on businesses and occupations; providing for severability and an effective date (First Reading). Attorney Smith read the title of Ordinance 2025-22, 2025-25 and 2025-26 into the record. Attorney Smith requested the Officials disclose ex-parte communications. Commissioner Spradley stated he has spoken to thousands, he has heard from residents who live on the island that support Veranda Bay and Summertown for financial reasons and to keep our Building height regulations, he has also heard from people who do not live in the city opposed to it. Commissioner Belhumeur stated he has not spoken to anyone specifically about zoning. Attorney Smith asked if he has spoken to anyone specifically about the Master Plan Development Agreement (MPDA). Commissioner Belhumeur stated he has spoken to the developer and residents, and those discussions would not prevent him from making a fair decision. Commission Sherman has spoken to nonresidents concerned about Bulow Creek and has spoken to many residents who want the city to annex. Commissioner Cunningham has spoken to many concerned about Bulow Creek and many supporting and he can make a fair decision. Commissioner Cooley has spoken to many about the economics positive and negative, the unit count, can make a fair decision. Lupita McClenning, City Planner, reviewed a Power Point Presentation on the Voluntary Annexation of Summertown, the Future Land Use Map Amendment for Summertown, and the Zoning Map amendment including the Master Development Plan Agreement.

Micheal Chiumento presented the request to review the Summertown annexation, FLUM, and Zoning Map amendments along with the Master Planned Development Agreement on first reading. Summertown is a

mixed-use project on 541 acres. Ninety of those acres are commercial land located at SR 100 and Colbert Lane. Mr. Chiumento stated the intent is to have an active events center in this area. Mr. Chiumento reported 1,100 acres of sensitive land has been conveyed to Flagler County. The developer has committed to installing approximately two million dollars in reuse pipe infrastructure that the City could connect to and dispose of reclaim water. The developer has donated land to the County for the construction of a fire station. An estimated eight point nine million dollars will be paid to the school board for capacity via impact fees. Attorney Jay Livingston reviewed the details on the proposed open space, recreation, wetland protection, and the buffers. Mr. Livingston reported there is a 100-foot buffer from the creek, and there is a 50-foot buffer from John Anderson Highway. Mr. Chiumento advised the stormwater infrastructure to be constructed and maintained by the Community Development District (CDD). Summertown is proposing 1,640 units of low density residential and 840,000 square feet of commercial space. Commissioner Spradley asked about the spine road. Mr. Chiumento responded it would be constructed at Developers' expense, when turned over to the City, ideally it would be in pristine condition, he added the City has a process and standards that will be followed. Commissioner Belhumeur asked about the spine road construction. Spine road to be completed before the 150th home in Summertown is issued a Certificate of Occupancy (CO). Commissioner Cunningham asked if there would be controlled stormwater structures, and will there be run off into the Creek. Mr. Chiumento responded yes after it has been treated as it does now, it is all regulated by St. Johns River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP). Commissioner Cooley asked; have you thought about how you will mitigate the AE floodplain area. Attorney Chiumento responded we will have to study it, as it relates to the County. Commissioner Cooley suggested a discussion of 10-year reuse in the MPDA for the common areas. Commissioner Sherman suggested adding a berm in addition to the 175 buffers. Mr. Belshe committed to leaving the area that is closest to the creek as open space if he can use it as open space it's only one acre. Sarah Spector, Assistant Flagler County Attorney, advised the County had 2 concerns with Summertown that have been addressed and have several issues with Veranda Bay but that is not being discussed tonight. Mrs. Spector stated the trip cap has been removed since the two properties were separated they (the County) would like it added back in. The spine road previously the trip count was 600 the cap is now at 150, since that language was struck we are okay with that change to 150. Adam Mengal, Flagler County Growth Manager, spoke of concern with the Special Flood Hazard Area, listed as parcel 3 and as parcel 5 on the County Maps. Andy Dance, Flagler County Commissioner, spoke of the County's attempts to obtain Florida Forever Funding to purchase the sensitive land. Commissioner Cooley asked was the County in the process started (acquisition of the sensitive land) is your board willing or able to purchase this land. Mr. Dance stated it is stalled there is a preliminary ranking, stating SJRWMD is interested, adding they have had a few email communications, he continued stating Florida Forever is a ranking system that takes time.

Chairman Sherman recessed the meeting at 8:00 p.m.
Chairman Sherman reconvened the meeting at 8:10 p.m.

Chairman Sherman opened public comments. Public comments were received from Irwin Connley, Jay Gardner, Jed Rebels, Matt Hathaway, Josh Crandall, Eric Olsen, Ken Bryan, Gary Levi, Bill Gorshack, Barbara Revels, Tepper Tovan, Ryan Jones, Tali DeJesus, Melanie Thompson, Johnny Lulgjurai, Dawn Lynch, Mary Vasilevsky, Meridith (last name inaudible), John Tanner, Turtle Lori, RJ Santore, Paul Mykytka, Sandra Shultis, Caleb Hathaway and Charlie Morrow. Chair Sherman closed public comments.

Commissioner Cooley spoke of Flagler Beach's 2020 opposition to Flagler County approving the development, specifically the high-rise condos that were proposed. Commissioner Cooley feels it is in our best interest to annex the property and stay at the table with Mr. Belshe to get the development done with Flagler Beach's best interest in mind. Commissioner Spradley likes the positive commitment we received from the developer tonight, adding we need to let the process proceed. Mayor King agrees with Commissioner Cooley and feels we need to balance our tax base; this would allow us to increase our commercial tax base. Commissioner Belhumeur feels the revenue will subsidize the tax revenue for those on the island. Commissioner Cunningham thinks we need to wait until they do what they have committed to do before voting on this.

Commissioner Sherman is prepared to move forward with contingencies, including reviewing the spine road, he expressed opinion that more negotiation is needed. The Commission reached consensus to schedule a workshop before the second public hearing on Summertown annexation.

Motion by Commissioner Belhumeur to approve Ordinance 2025-22 on first reading, provided that we have a workshop between now and second reading on a date to be determined. Commissioner Cooley seconded the motion. The motion carried 4 to 1 with Commissioner Cunningham voting no.

c. Ordinance 2025-23. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 233.92 acres of certain real property; providing for severability; providing for conflicts and an effective date. Attorney Smith read the title of the ordinance 2025-21, 2025-23 and Ordinance 2025-24 into the record. Motion by Commissioner Cooley to table Ordinance 2025-21, 2025-23 and 2025-24 to January 22, 2026, at 5:30 p.m. or soon thereafter here at City Hall, 105 S. 2nd Street Flagler Beach, Florida 32136. Commissioner Cunningham seconded the motion. The motion carried unanimously, after a roll call vote.

d. Ordinance 2025-24. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the official Zoning Map designation for approximately 234 acres of certain real property; providing for conflict and an effective date. Attorney Smith read the title of the ordinance 2025-21, 2025-23 and Ordinance 2025-24 into the record. Motion by Commissioner Cooley to table Ordinance 2025-21, 2025-23 and 2025-24 to January 22, 2026, at 5:30 p.m. or soon thereafter here at City Hall, 105 S. 2nd Street Flagler Beach, Florida 32136. Commissioner Cunningham seconded the motion. The motion carried unanimously, after a roll call vote.

e. Ordinance 2025-25. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Comprehensive Plan Future Land Use Map designation for approximately 544.97 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading) Attorney Smith read the title of Ordinance 2025-22, 2025-25 and 2025-26 into the record. Attorney Smith requested the Officials disclose ex-parte communications. Commissioner Spradley stated he has spoken to thousands, he has heard from residents who live on the island that support Veranda Bay and Summertown for financial reasons and to keep our building height regulations, he has also heard from people who do not live in the city who are opposed. Commissioner Belhumeur stated he has not spoken to anyone specifically about zoning. Attorney Smith asked if he has spoken to anyone specifically about the Master Plan Development Agreement (MPDA). Commissioner Belhumeur stated he has spoken to the developer and residents, and those discussions would not prevent him from making a fair decision. Commissioner Sherman has spoken to nonresidents concerned about Bulow Creek and has spoken to many residents who want the city to annex. Commissioner Cunningham has spoken to many concerned about Bulow Creek and many supporting and he can make a fair decision. Commissioner Cooley has spoken to many about the economics positive and negative, the unit count, can make a fair decision. Public comments for Ordinances 2025-22, 2025-25 and 2025-26 were held (commentors listed under Item 7b).

Motion by Commissioner Belhumeur that we approve Ordinance 2025-25 on first reading and transmit to the Florida Department of Economic Opportunity. Commissioner Cooley seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no.

f. Ordinance 2025-26. An Ordinance of the City Commission of the City of Flagler Beach, Florida, amending the Official Zoning Map designation for approximately 545.54 acres of certain real property; providing for severability; providing for conflicts; and providing for an effective date. (First Reading) Attorney Smith read the title of Ordinance 2025-22, 2025-25 and 2025-26 into the record. Attorney Smith requested the Officials disclose ex-parte communications. Commissioner Spradley stated he has spoken to thousands, he has heard from residents who live on the island that support Veranda Bay and Summertown for financial reasons and to keep our building height regulations, he has also heard from people who do not live in the city who are opposed. Commissioner Belhumeur stated he has not spoken to anyone specifically about zoning. Attorney

Smith asked if he has spoken to anyone specifically about the Master Plan Development Agreement (MPDA). Commissioner Belhumeur stated he has spoken to the developer and residents, and those discussions would not prevent him from making a fair decision. Commissioner Sherman has spoken to nonresidents concerned about Bulow Creek and has spoken to many residents who want the city to annex. Commissioner Cunningham has spoken to many concerned about Bulow Creek and many supporting and he can make a fair decision. Commissioner Cooley has spoken to many about the economics positive and negative, the unit count, can make a fair decision. Public comments for Ordinances 2025-22, 2025-25 and 2025-26 were held (commentors listed under Item 7b).

Motion by Commissioner Cooley to approve Ordinance 2025-26 on first reading. Commissioner Belhumeur seconded the motion. The motion carried four to one, with Commissioner Cunningham voting no.

g. Ordinance 2025- 28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing an effective date (First reading). Attorney Smith read the title of the ordinance into the record. Attorney Smith reviewed the process. Attorney Jay Livingston representing the operator, reported the loan paperwork is in and they are obtaining the financing for the acquisition and the building. They hope to wrap it up as quickly as possible. Mr. Livingston reported this is a six-million-dollar total investment. The bulk of the cost is site development and building. Commissioner Spradley inquired what the time commitment from the lenders is. Attorney Livingston responded we have 90 days after the ordinance is adopted. Commissioner Belhumeur inquired if the contractors will be holding their cost. Mr. Ryan responded yes he has even spoken to sub-contractors. Commissioner Cunningham asked if there is a Commission on Ethics investigation. Attorney Smith responded that the investigation is complete, but they have not made a determination, and it is between the respondent and the Commission on Ethics until it is resolved. Motion by Commissioner Cooley to approve Ordinance 2025-28. Commissioner Belhumeur seconded the motion. Chairman Sherman opened public comments. Paul Mykytka and RJ Santore provided comments. Chair Sherman closed public comments. Attorney Smith reviewed the revisionary interest. The motion carried three to two, with Commissioner Cunningham and Sherman voting no.

h. Application PVAR26-0001: Variance - 202 S. Daytona Avenue. Applicant is requesting a variance from Appendix A — Land Development Regulations, Article II, Section 2.04.02.12. Drive-through type businesses are prohibited in Downtown General Commercial, Mixed Use Overlay. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District. This item was removed from the agenda at the request of the applicant.

i. Ordinance 2025-19. An Ordinance of the City of Flagler Beach, Florida, related to special events; amending the city requirements and processes for special events within the City; providing for severability, conflict, and an effective date. Final Reading. Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Belhumeur to approve Ordinance 2025-19. Commissioner Cooley seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

j. Ordinance 2025-20. An Ordinance by the City of Flagler Beach, Florida, amending the Flagler Beach Code of Ordinances, Chapter 14, creating Section 14-14, Public Access to City Buildings, providing recognition that certain areas of city buildings require regulation of public access to provide for the security and privacy of public visitors, city employees, city officials, and minimize potential disruptions of the work of city government; classifying certain forum areas within city buildings; authorizing the City Manager to manage public access to City buildings by classifying forum areas and implementing measures to separate forum areas, regulate access and ensure security and privacy, providing for violations for unauthorized access or disruptive behavior within nonpublic and limited public forums; providing the authority to issue trespass warnings; providing for codifications, conflicts, and an effective date. Final reading. Attorney Smith read the title of the ordinance into the record. Motion by Commissioner Spradley to approve Ordinance 2025-20. Commissioner

Cunningham seconded the motion. Chairman Sherman opened public comments. None were offered. Chairman Sherman closed public comments. The motion carried unanimously, after a roll call vote.

Motion by Commissioner Cooley to recess the meeting at 10:31 p.m. and reconvene the meeting on Thursday, November 20, 2025, in the same location to complete the remainder of the agenda. (Items 5, 6, 8, 9 and 10). Commissioner Belhumeur seconded the motion. The motion carried unanimously.

8. Staff Reports

a. City Attorney. Attorney Smith inquired if the Officials were ready to review the E-Bike ordinance. The Commission agreed they were ready and suggested a sidewalk speed limit be included.

b. City Manager: Updated the Commission on the Employee Appreciation Breakfast, reported Hollie Harlin earned Director of the Year and Braden Baker earned Employee of the Year, Congratulations to them both. Mr. Martin requested permission to utilize the former Senior Center to host the Christmas Potluck Dinner. The Commission reached a consensus to allow use. Mr. Martin reported Precision Safety will be inspecting the sidewalks in the CRA for safety issues and will submit quotes for any suggested repairs. Mr. Martin reported he received an email from Jason Harrah, Project Manager, Beach Nourishment, ACOE, advising that the recent Nor'easter resulted in a need for sand replenishment. Mr. Harrah indicated to proceed they would need the non-federal sponsor (Flagler County) to request nourishment. Mr. Martin sent an email to the County Administrator inquiring if they would be sending that letter, and at the time of this meeting he had not received a response. Mr. Martin requested the Commission to schedule a Workshop on December 4th at 5:30 p.m. to discuss Veranda Bay and Summertown MPDA. The Commission reached a consensus to schedule the meeting. Lastly, Mr. Martin advised a vendor approached him regarding wrapping the palms on the Boardwalk with solar Christmas lights. The Commission agreed and suggested he proceed with the purchase.

9. Commission Comments

a. Commission comments, including reports from meetings attended. Mayor King thanked all involved in the Centennial Gala. Commissioner Spradley reported he would be holding another Saturday Town Hall and Mr. Martin would be the guest speaker. Commissioner Belhumeur spoke of the sidewalk installation opposite the water tower. Commissioner Cunningham expressed concern regarding the Lambert Avenue Stormwater Project, he also suggested the golf course not be sold, and to make the tenant uphold the lease requirements.

b. Public comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes. Paul Mykytka and RJ Santore provided comments.

10. Adjournment. Commissioner Cooley adjourned the meeting at 8:47 p.m.

_____
James Sherman, Chairman

Attest:

_____
Penny Overstreet, City Clerk

2026 Holiday Schedule

HOLIDAY	DAY / DATE OBSERVED
New Year's Eve	Wednesday/December 31, 2025
New Year's Day	Thursday/January 1, 2026
Martin Luther King's Birthday	Monday/January 19, 2026
Good Friday	Friday/April 3, 2026
Memorial Day	Monday/May 25, 2026
Independence Day	Friday/July 3, 2026
Labor Day	Monday/September 7, 2026
Veterans Day	Wednesday/November 11, 2026
Thanksgiving	Thursday/November 26, 2026
Thanksgiving	Friday/November 27, 2026
Christmas Eve	Thursday/December 24, 2026
Christmas Day	Friday/December 25, 2026
New Year's Eve	Thursday/December 31, 2026
New Year's Day	Friday/January 1, 2027

Sec. 2-232. Days observed.

(a) The following and any other days which the city commission may declare are city holidays. They shall be granted with pay to all eligible employees scheduled to work on such days.

(1) New Year's Eve, December 31
(2) New Year's Day, January 1
(3) Martin Luther King Day [third Monday in January]
(4) Good Friday (Friday before Easter)
(5) Memorial Day (last Monday in May)
(6) Independence Day, July 4
(7) Labor Day (first Monday in September)
(8) Veteran's Day, November 11
(9) Thanksgiving Day (fourth Thursday in November)
(10) Friday after Thanksgiving (fourth Friday in November)
(11) Christmas Eve, December 24
(12) Christmas Day, December 25
(13) Optional holiday

b) When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

(c) Employees in departments working on a shift basis will receive credit for the holiday on the actual date of the holiday. For fire protection employees see section 9-225.5, Special twenty-eight-day work period for fire protection employees.

(d) The city manager will determine when any department or operation will be closed in observance of a holiday.

(e) Holidays will be counted as time worked for overtime computations. For fire protection employees see section 2-225.5, Special twenty-eight-day work period for fire protection employees.

2026 Regular Commission Meeting Schedule

Agenda Cut Off Date		Commission Meeting
Agenda Items and all supporting documents must be received by the City Clerk's office by **4:30 p.m. on the Tuesday,** three weeks week prior to the Commission Meeting Date.		All Commission meetings will begin at 5:30 p.m. Public hearings are scheduled no earlier than 6:30 p.m.
December 16, 2025		January 8, 2026
December 30, 2025		January 22, 2026
January 20, 2026		February 12, 2026
February 3, 2026		February 26, 2026
February 17, 2026		March 12, 2026
March 3, 2026		March 26, 2026
March 17, 2026		April 9, 2026
March 31, 2026		April 23, 2026
April 21, 2026		May 14, 2026
May 5, 2026		May 28, 2026
May 19, 2026		June 11, 2026
June 2, 2026		June 25, 2026
June 16, 2026		July 9, 2026
June 30, 2026		July 23, 2026
August 4, 2026		August 27, 2026
August 18, 2026		September 10, 2026
September 1, 2026		September 24, 2026
September 15, 2026		October 8, 2026
September 29, 2026		October 22, 2026
October 20, 2026		November 12, 2026
November 17, 2026		December 10, 2026

The Annual Florida League of Cities Conference is scheduled for August 13-15, 2026. Therefore, only one meeting is scheduled for August.

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-103. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a Contract Extension with My Three Sons Fireworks Company for Fireworks Displays on New Year's Eve and the Fourth of July; providing for conflict and an effective date.

Background:

The City Commission originally approved a proposal from My Three Sons Fireworks for the inaugural New Year's Eve Surboard Drop/Fireworks display in 2023. Following that event, the City Commission approved a three-year contract for the New Year's Eve display encompassing 2024-2026. Mr. Josh Hite, Director of My Three Sons Fireworks Company, has submitted an three-year extension proposal for the New Year's Eve event as well as the planned return of Fourth of July Fireworks for 2027.

Based upon comments from the community, the fireworks displays presented by the My Three Sons Fireworks Company have been highly regarded.

Fiscal Impact:

The contract proposal costs for the New Year's Eve displays are $34,000 (2027), $35,700 (2028), and $37,485 (2029). For reference, the cost of this year's program is $31,421 and next year's is $32,992. The cost for the 2027 Fourth of July display ranges from $35,000 (twleve minutes) to $50,000 (fifteen minutes), depending upon the length of the program desired. Funding for the fireworks displays has been included in the City's Recreation Department budget.

Staff Recommendation:

Staff recommends approval of Resolution 2025-103.

Attachments:

1. 103- Fireworks (1)
2. Pyrotechnics Approval Letter from Fire Chief

RESOLUTION 2025-103

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A CONTRACT EXTENSION WITH MY THREE SONS FIREWORKS COMPANY, LLC, FOR FIREWORKS DISPLAYS ON NEW YEAR'S EVE AND THE FOURTH OF JULY; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach ("City") owns an Atlantic Ocean Pier from which fireworks had been traditionally launched until the Pier was damaged in 2019; and,

WHEREAS, the City re-introduced fireworks displays from the Pier on New Year's Year, 2023 and the event was enthusiastically attended, resulting in a contract with My Three Sons Fireworks Company to provide New Year's Eve fireworks displays in 2024, 2025, and 2026; and,

WHEREAS, My Three Sons Fireworks Company has offered a proposal for three additional years (2027, 2028, and 2029) for New Year's Eve fireworks (see attached); and,

WHEREAS, in addition to the New Year's Eve fireworks, the City Commission desires a return of the Fourth of July fireworks display from the Pier in 2027 (see attached); and

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

SECTION 1. The City Commission accepts the attach proposals from My Three Sons Fireworks Company for New Year's Eve fireworks displays in 2027, 2028, and 2029 and for the Fourth of July, 2027.

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

SECTION 3. This Resolution shall become effective upon execution.

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

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

We are artists and the sky is our canvas - My Three Sons Fireworks Company

City of Flagler Beach New Years Eve Fireworks Displays

3-Year Extension Proposal

My Three Sons Fireworks Company
17698 Bee Line Highway
Jupiter, FL, 33478
561-210-5176
josh@3sonspyro.com
www.3sonspyro.com

Extension to Contract for New Year's Eve Fireworks Displays

This Extension is made to and forms part of the original Contract under Resolution 2024-04, entered into on February 22, 2024, between My Three Sons Fireworks Company LLC ("Contractor") and the City of Flagler Beach ("Client").

Recitals

WHEREAS, the parties wish to extend the term of the contract for fireworks displays on New Year's Eve for the years 2027-2029; and

WHEREAS, the parties have agreed upon the pricing for each year as specified below;

NOW, THEREFORE, it is hereby agreed as follows:

1. Extension of Term:
   The term of the original contract is extended to include the years 2027, 2028, and 2029, with fireworks displays scheduled for New Year's Eve of each year.
2. Pricing:
   The prices for each year shall be as follows:
   - 2027: $34,000
   - 2028: $35,700
   - 2029: $37,485
3. Terms and Conditions:
   All other terms and conditions of the original contract, Resolution 2024-04, shall remain in full force and effect unless modified herein.
4. Effective Date:
   This extension shall be effective as of the date signed by both parties.

My Three Sons Fireworks Company
17698 Bee Line Highway
Jupiter, FL, 33478
561-210-5176
josh@3sonspyro.com
www.3sonspyro.com

IN WITNESS WHEREOF, the parties hereto have executed this extension as of the dates signed below.

My Three Sons Fireworks Company LLC
By: _____
Name: Joshua Hite
Title: Director
Date: 11/30/2025

City of Flagler Beach
By: _____
Name: _____
Title: _____
Date: _____

RESOLUTION 2024-04

A RESOLUTION BY THE CITY OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A THREE-YEAR PROPOSAL FROM MY THREE SONS FIREWORKS COMPANY, LLC, FOR NEW YEAR'S EVE FIREWORKS; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach hosted an inaugural New Year's Eve event on December 31, 2023, which included a "Surfboard Drop" and a fireworks display; and,

WHEREAS, by many accounts, the event was well-received by community officials, residents, and visitors, with many indicating a desire to continue the event as a new annual community tradition; and,

WHEREAS, the fireworks display was professionally prepared and safely presented by My Three Sons Fireworks Company, LLC ,(Boynton Beach, Florida); and,

WHEREAS, My Three Sons Fireworks Company, LLC, has submitted a three-year proposal ("Proposal") for annual fireworks on December 31, 2024 (2025, 2026);

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

SECTION 1. The City Commission accepts the Proposal (Exhibit A) offered by My Three Sons Fireworks Company, LLC, to prepare and present fireworks on December 31, 2024 (2025, 2026).

SECTION 2. The City Commission authorizes the City Manager to sign documents directly associated with the Proposal, including, but not limited to, safety, procurement, and permitting.

SECTION 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS 22nd DAY OF FEBRUARY, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Suzie Johnston, Mayor

Penny Overstreet, City Clerk

Attachment: Exhibit A- Proposal, My Three Sons Fireworks Company, LLC

City of Flagler Beach

Three Year Fireworks Display Proposal

Prepared for:

Dale Martin City of Flagler Beach

About Us

My Three Sons Fireworks Company LLC is a premier fireworks display and special effects company catering towards private and public events all over the state of Florida. You may have guessed it! The owner of My Three Sons Fireworks Company, Josh Hite, does have three sons! Family is the most important thing in the world to Josh and his sons love his fireworks displays so much that he named the company after them. All of our technicians are proud members of the Florida Pyrotechnics Arts Guild and Pyrotechnics Guild International (PGI). All shows are fired electronically with safety as the number one concern. My Three Sons Fireworks Company does shows for clients because when we look at the sheer awe and enjoyment, the smiles, laughs and cries of the clients when watching our displays, it is one of the most satisfying feelings in the world.

City of Flagler Beach's Event

We are very familiar with and have successfully assisted numerous clients in your industry providing jaw dropping displays. However you envision your event to be, we can make it happen.

Wedding Client Longboat Key, FL

Florida Fall Fireworks Festival and Four Season's Fireworks

Our Clients

We know how important your next event is and we want to take all of the stress out planning and organizing it for you while making sure it is a great success.

Silhouette Group

Award winning global event production and design agency. Fireworks displays for celebrities

December 2022

Alexis B

Wedding Client

2022

"Wanted to thank you SO very much for a phenomenal fireworks show! You were the hit of the evening! Everyone raved about how amazing the show was. You were an absolute pleasure to work with, and we can't thank you enough!"

Carey S

Leukemia & Lymphomas Society, Light The Night

November 2022

"My Three Sons Fireworks Company LLC is my fireworks company forever and ever!"

Tampa Bay Rowdies - Professional Soccer Team

Fireworks and Special Effects

2023 Season

Shell and Cake Sizes and Effects

Client Location

Cakes

- Cake bore size will range from 0.8" - 3.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

Shells

- Shell size will be up to 5"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and bowties. Colors included are red, green, blue, yellow, gold and white.

Comets, Modular Slice Cakes, and Mines

- Shell size will be between 1.0"- 2.0". Colors included are red, green, blue, yellow, gold and white. The colors may vary by show according to the choreography

References

1. **Leukemia and Lymphoma Society**. Carey Stadler, 914-821-8954, carey.stadler@lls.org. *Public fireworks display for Light The Night event*
2. **Swanky Soiree Events.** Christina Harris, 941-893-7860, swankysoireeflorida@gmail.com. *Wedding fireworks displays*
3. **Sumter County.** Jenny Yoder, 352-748-6655, jennyy@tdpools.com. *Public fireworks display for the 4th of July*
4. **Village of Palm Springs.** Garrett Pearson, 561-584-8200, gpearson@vpsfl.org. *Public fireworks display for the 4th of July*
5. **Tampa Bay Rowdies.** Jeff Parkinson, 727-808-5931, jparkinson@rowdiessoccer.com. *Fireworks and special effects for professional soccer team.*

Examples of Past Work

Show design using our scripting software: https://youtu.be/kSrlaon1ciY

Highlight video from prior show in Sumter County: https://youtu.be/W7exA4KEr5g

Pyromusical for Four Seasons Fireworks in Clermont, FL: https://vimeo.com/manage/videos/829424093

Pricing

An Exciting 12 Minute Show	Price	QTY	Subtotal
Fireworks Display - 12/31/2024	$29,925.00	1	$29,925.00
Fireworks Display - 12/31/2025	$31,421.00	1	$31,421.00
Fireworks Display - 12/31/2026	$32,992.00	1	$32,992.00
			$94,338.00

This includes a 12 minute show with a clearly defined grand finale within the show. Please see Schedule A for the details of Our responsibilities.

Amendment: In the event the City determines any show cannot be safely conducted due to public works or other projects ongoing at the time of the scheduled show, the City may request rescheduling of such show to a future year upon at least thirty days' written notice to the Contractor of the need for such cancellation. Upon such notice, the parties shall reschedule the show to a future date agreeable to both parties. The Contractor shall refund any monies prepaid or held on deposit for the cancelled show and the parties shall agree on a schedule of payments to be made by the City during the year to which the show is rescheduled.

Schedule A: My Three Sons Fireworks Company LLC's Duties

Pre-Event planning
My Three Sons Fireworks Company LLC will plan event according to City of Flagler Beach's specifications. We will secure the permit required in order to execute the show on the date of the event.

Physical set up of Event site
My Three Sons Fireworks Company LLC will set up the Event bringing all product, racks, firing system and protective equipment.

Coordination
My Three Sons Fireworks Company LLC will work with the authority holding jurisdiction (AHJ), police and fire department. We will prepare the shoot site for the fire inspection and communicate as necessary the to AHJ, police and fire department.

Execution
My Three Sons Fireworks Company LLC electronically fire the display for the City of Flagler Beach's Events. The show will be fired in accordance to NFPA 1123 standards. The show will be shot at the prior mentioned show length continuously with no extended delays of "black sky".

Cleanup
My Three Sons Fireworks Company LLC will clean the shoot sites to return them to condition that they were in prior to our arrival. This includes removal of major debris, sweeping and removal of any possible unexploded shells. If needed, we will coordinate with our Hazmat 24 hour response team to ensure proper hazardous material removal.

Licenses and Insurance
My Three Sons Fireworks Company LLC will provide certificates of insurance to the required parties. We will provide required parties the permit for the shows, our valid BATFE license and shooter certifications two weeks prior to the display.

Schedule B: Payment

Total amount: **$94,338.00**

Schedule of Payments

09/01/2024 - $14,962.50
12/01/2024 - $14,962.50
09/01/2025 - $15,710.50
12/01/2025 - $15,710.50
09/01/2026 - $16,496.00
12/01/2026 - $16,496.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure Great Lakes Partners Insurance Services 223 West Grand River Ave #1 Howell MI 48843	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 216-658-7100 **FAX (A/C, No):** 216-658-7101 **E-MAIL ADDRESS:** info@brittongallagher.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Third Coast Insurance Company / 10713
INSURED My Three Sons Fireworks Company LLC dba Add Fire 11235 Millpond Greens Drive Boynton Beach FL 33473	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 145661419 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y		PYTP0000022-00	12/6/2025	12/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y		PYAA0000002-00	12/6/2025	12/6/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		25ABEX0228	12/6/2025	12/6/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
The City of Flagler Beach corporation sole, are Additional Insureds as respects General Liability. The umbrella (excess liability) policy Follows Form.

CERTIFICATE HOLDER

City of Flagler Beach
ATTN: Penny Overstreet, City Clerk
PO BOX 70 / 105 S. 2nd St
Flagler Beach FL 32136
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: **1-FL-099-54-6A-01332**

Expiration Date: **January 1, 2026**

Chief, Federal Explosives Licensing Center (FELC)

Name

MY THREE SONS FIREWORKS COMPANY LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

11235 MILLPOND GREENS DRIVE
BOYNTON BEACH, FL 33473-

Type of License or Permit

54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

MY THREE SONS FIREWORKS COMPANY LLC
11235 MILLPOND GREENS DRIVE
BOYNTON BEACH, FL 33473-

Licensee/Permittee/Responsible Person Signature — Position/Title: Owner

Printed Name: Joshua Hite — Date: 1/2/2025

Previous Edition is Obsolete — MY THREE SONS FIREWORKS COMPANY LLC;11235 MILLPOND GREENS DRIVE;33473;1-FL-099-54-6A-01332;January 1, 2026;54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **MY THREE SONS FIREWORKS COMPANY LLC**

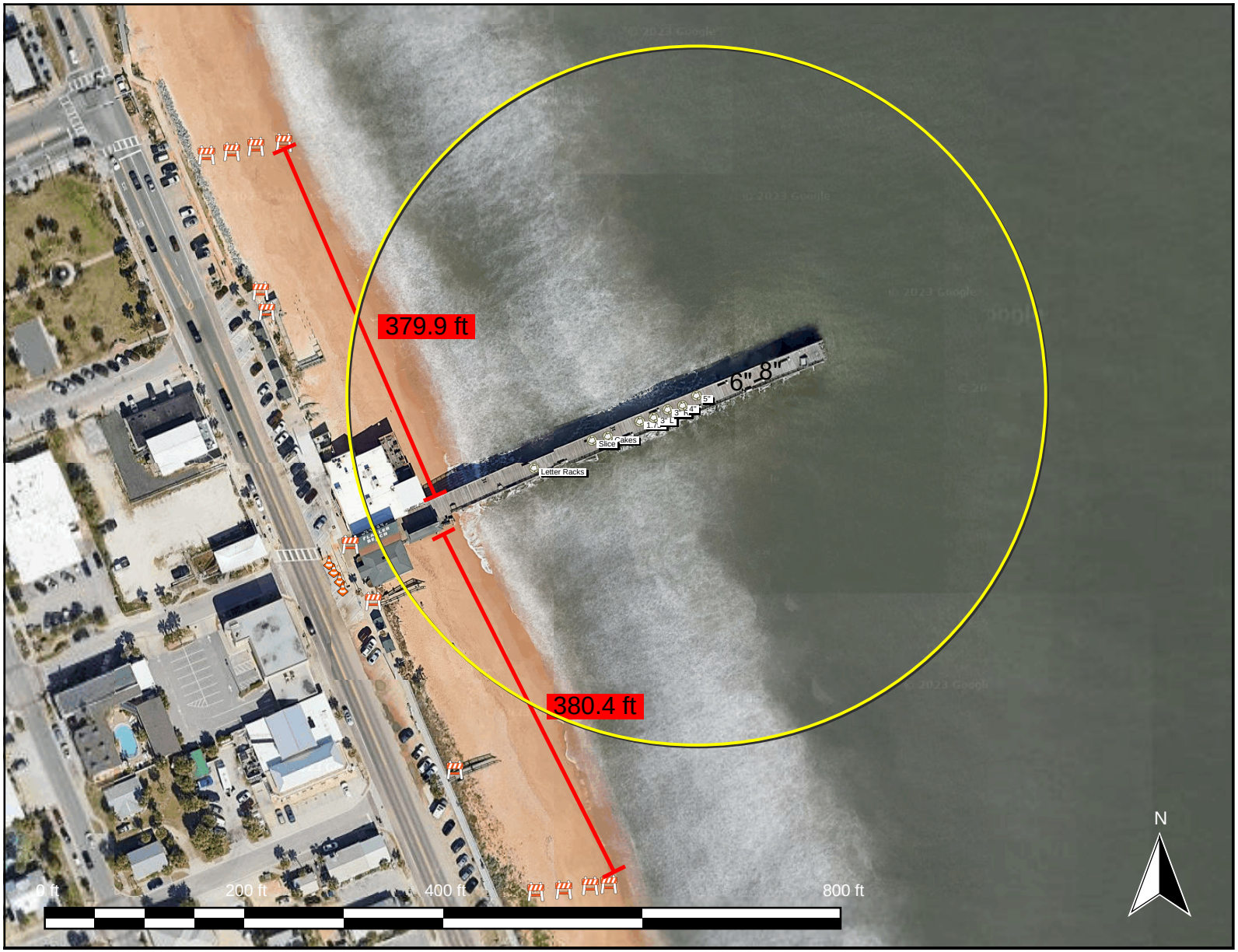
Business Name:

License/Permit Number: **1-FL-099-54-6A-01332**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **January 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.



MY THREE SONS FIREWORKS COMPANY

FB NYE

Show date 12/31/2025
Location FB Pier

Flagler Beach NYE Fireworks Display - 11:59pm Launch Time, 12 Minute Duration - 105 2nd St, Flagler Beach, FL, 32136

5" Shells - 24, 4" Shells - 72, 3" Shells - 420, 2" Shells - 18, Cake Shots - 2,200, Mines - 30, Modular Slice Shots - 100

6" Shells - 18
8" Shells - 4

Fallout zone sized to 70' per inch of shell diameter

- Launch position
- Barrier
- Pyro Parking
- Safety circles

City of Flagler Beach

4th of July 2027 Fireworks Display

Prepared for:

Dale Martin City of Flagler Beach

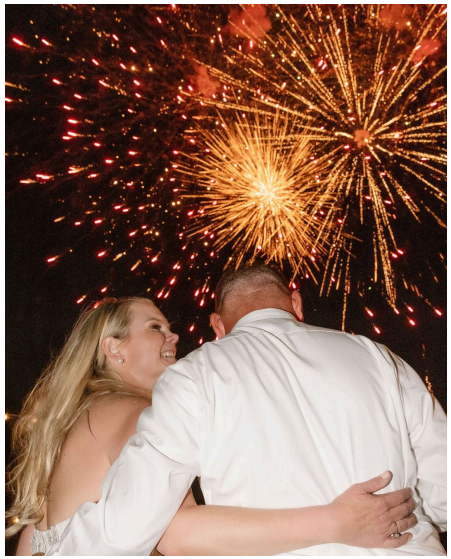
About Us

My Three Sons Fireworks Company LLC is a premier fireworks display and special effects company catering towards private and public events all over the state of Florida. You may have guessed it! The owner of My Three Sons Fireworks Company, Josh Hite, does have three sons! Family is the most important thing in the world to Josh and his sons love his fireworks displays so much that he named the company after them. All of our technicians are proud members of the Florida Pyrotechnics Arts Guild and Pyrotechnics Guild International (PGI). All shows are fired electronically with safety as the number one concern. My Three Sons Fireworks Company does shows for clients because when we look at the sheer awe and enjoyment, the smiles, laughs and cries of the clients when watching our displays, it is one of the most satisfying feelings in the world.

City of Flagler Beach's Event

We are very familiar with and have successfully assisted numerous clients in your industry providing jaw dropping displays. However you envision your event to be, we can make it happen.

Wedding Client Longboat Key, FL



Florida Fall Fireworks Festival and Four Season's Fireworks

Our Clients

We know how important your next event is and we want to take all of the stress out planning and organizing it for you while making sure it is a great success.

Silhouette Group

Award winning global event production and design agency. Fireworks displays for celebrities

December 2022

Alexis B

Wedding Client

2022

"Wanted to thank you SO very much for a phenomenal fireworks show! You were the hit of the evening! Everyone raved about how amazing the show was. You were an absolute pleasure to work with, and we can't thank you enough!"

Carey S

Leukemia & Lymphomas Society, Light The Night

November 2022

"My Three Sons Fireworks Company LLC is my fireworks company forever and ever!"

Tampa Bay Rowdies - Professional Soccer Team

Fireworks and Special Effects

2023 Season

Shell and Cake Sizes and Effects

Client Location

Cakes

- Cake bore size will range from 0.8" - 3.0"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and nishiki kamuros. Colors included are red, green, blue, yellow, gold and white.

Shells

- Shell size will be up to 8"
- Effects included include peonies, chrysanthemums, waterfalls, brocades, crackle, willows, and bowties. Colors included are red, green, blue, yellow, gold and white.

Comets, Modular Slice Cakes, and Mines

- Shell size will be between 1.0"- 2.0". Colors included are red, green, blue, yellow, gold and white. The colors may vary by show according to the choreography

References

1. **Leukemia and Lymphoma Society**. Carey Stadler, 914-821-8954, carey.stadler@lls.org. *Public fireworks display for Light The Night event*
2. **Swanky Soiree Events.** Christina Harris, 941-893-7860, swankysoireeflorida@gmail.com. *Wedding fireworks displays*
3. **Sumter County.** Jenny Yoder, 352-748-6655, jennyy@tdpools.com. *Public fireworks display for the 4th of July*
4. **Village of Palm Springs.** Garrett Pearson, 561-584-8200, gpearson@vpsfl.org. *Public fireworks display for the 4th of July*
5. **Tampa Bay Rowdies.** Jeff Parkinson, 727-808-5931, jparkinson@rowdiessoccer.com. *Fireworks and special effects for professional soccer team.*

Examples of Past Work

Show design using our scripting software: https://youtu.be/kSrlaon1ciY

Highlight video from prior show in Sumter County: https://youtu.be/W7exA4KEr5g

Pyromusical for Four Seasons Fireworks in Clermont, FL: https://vimeo.com/manage/videos/829424093

Pricing

Option 1. An Exciting 12 Minute Show	Price	QTY	Subtotal
Fireworks Display - 07/04/2027	$35,000.00	1	$35,000.00
			$35,000.00

Option 2. A CAPTIVATING 12 Minute Show	Price	QTY	Subtotal
Fireworks Display - 07/04/2027	$41,000.00	1	$41,000.00
			$41,000.00

Option 3. An INTENSE 15 Minute Show	Price	QTY	Subtotal
Fireworks Display - 07/04/2027	$50,000.00	1	$50,000.00
			$50,000.00

Option 1 – EXCITING Fireworks Display -This option includes a dynamic and visually stunning fireworks show that will leave your guests in awe. It's a fantastic way to celebrate the 4th of July with a memorable finale.

Upgrade Option 2– CAPTIVATING Display with Additional Effects- Building on the base option, this upgrade incorporates additional effects such as synchronized ground displays, and special effects like glittering comets and crackling stars. This option elevates the visual experience and adds an extra layer of excitement with the addition of 8" shells that will soar 800 feet in the air

Upgrade Option 3 – INTENSE Premium Display with Extended Duration and Customization and Effects - Our premium option includes everything in Upgrade Option 1, plus a step up in intensity and pace for the fireworks display and the opportunity to fully customize the show to align with your vision to create an unforgettable experience. This option ensures a truly one-of-a-kind experience that will leave a lasting impression on your guests.

Schedule A: My Three Sons Fireworks Company LLC's Duties

Pre-Event planning
My Three Sons Fireworks Company LLC will plan event according to City of Flagler Beach's specifications. We will secure the permit required in order to execute the show on the date of the event.

Physical set up of Event site
My Three Sons Fireworks Company LLC will set up the Event bringing all product, racks, firing system and protective equipment.

Coordination
My Three Sons Fireworks Company LLC will work with the authority holding jurisdiction (AHJ), police and fire department. We will prepare the shoot site for the fire inspection and communicate as necessary the to AHJ, police and fire department.

Execution
My Three Sons Fireworks Company LLC electronically fire the display for the City of Flagler Beach's Events. The show will be fired in accordance to NFPA 1123 standards. The show will be shot at the prior mentioned show length continuously with no extended delays of "black sky".

Cleanup
My Three Sons Fireworks Company LLC will clean the shoot sites to return them to condition that they were in prior to our arrival. This includes removal of major debris, sweeping and removal of any possible unexploded shells. If needed, we will coordinate with our Hazmat 24 hour response team to ensure proper hazardous material removal.

Licenses and Insurance
My Three Sons Fireworks Company LLC will provide certificates of insurance to the required parties. We will provide required parties the permit for the shows, our valid BATFE license and shooter certifications two weeks prior to the display.

Schedule B: Payment

Schedule of Payments

On Acceptance (no later than 01/05/2026) - 10%
01/15/2027 - 40%
06/27/2027 - 50%

Joshua Hite, Director

11/30/2025

City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

December 02, 2025

Mr. Joshua Hite
Display Operator and Owner
My Three Sons Fireworks Company
11235 Millpond Greens Dr,
Boynton Beach, FL, United States, Florida

RE: Special Event Pyrotechnics Approval

Dear Mr. Hite:

This letter shall serve as authorization for a twelve-minute pyrotechnic display at 215 S. Ocean Shore Boulevard, Flagler Beach Florida 32136. (Flagler Beach Pier) at midnight on December 31, 2025. The company conducting the display is My Three Sons Fireworks Company. My Three Sons Fireworks Company has provided a Federal Explosives License/Permit No. 1-FL-099-54-6A-01332, issued by the Department of Justice Bureau of Alcohol, Tobacco, Firearms and Explosives which expires on January 01, 2026. The application, license/permit, and insurance submitted are in compliance with the Flagler Beach Code of Ordinance Section 9-17 as well as National Fire Protection Association (NFPA) 1123. The license/permit, insurance, cue sheet, and site plan have been reviewed by the Fire Inspector and have been found to be in full compliance with the above-mentioned codes and standards

Sincerely,

Penny Overstreet, CMC
City Clerk

Steve Cox
Fire Chief

cc: Matt Doughney, Police Chief
Dale L. Martin, City Manager

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To: ATF - Chief, FELC
244 Needy Road
Martinsburg, WV 25405-9431

License/Permit Number: **1-FL-099-54-6A-01332**

Expiration Date: **January 1, 2026**

Chief, Federal Explosives Licensing Center (FELC)

Name: MY THREE SONS FIREWORKS COMPANY LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
11235 MILLPOND GREENS DRIVE
BOYNTON BEACH, FL 33473-

Type of License or Permit: 54-USER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

MY THREE SONS FIREWORKS COMPANY LLC
11235 MILLPOND GREENS DRIVE
BOYNTON BEACH, FL 33473-

Licensee/Permittee/Responsible Person Signature

Position/Title: Owner

Printed Name: Joshua Hite

Date: 1/2/2023

Previous Edition is Obsolete

MY THREE SONS FIREWORKS COMPANY LLC-11235 MILLPOND GREENS DRIVE-33473-1-FL-099-54-6A-01332-January 1, 2026-54-USER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.54(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **MY THREE SONS FIREWORKS COMPANY LLC**

Business Name:

License/Permit Number: **1-FL-099-54-6A-01332**

License/Permit Type: **54-USER OF EXPLOSIVES**

Expiration: **January 1, 2026**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acrisure Great Lakes Partners Insurance Services
223 West Grand River Ave #1
Howell MI 48843

CONTACT NAME:
PHONE (A/C, No, Ext): 216-658-7100 **FAX (A/C, No):** 216-658-7101
E-MAIL ADDRESS: info@brittongallagher.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Third Coast Insurance Company	10713
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
My Three Sons Fireworks Company LLC
dba Add Fire
11235 Millpond Greens Drive
Boynton Beach FL 33473

COVERAGES **CERTIFICATE NUMBER:** 145661419 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	Y		PYTP0000022-00	12/6/2025	12/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	Y		PYAA0000002-00	12/6/2025	12/6/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		25ABEX0228	12/6/2025	12/6/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
The City of Flagler Beach corporation sole, are Additional Insureds as respects General Liability. The umbrella (excess liability) policy Follows Form.

CERTIFICATE HOLDER

City of Flagler Beach
ATTN: Penny Overstreet, City Clerk
PO BOX 70 / 105 S. 2nd St
Flagler Beach FL 32136
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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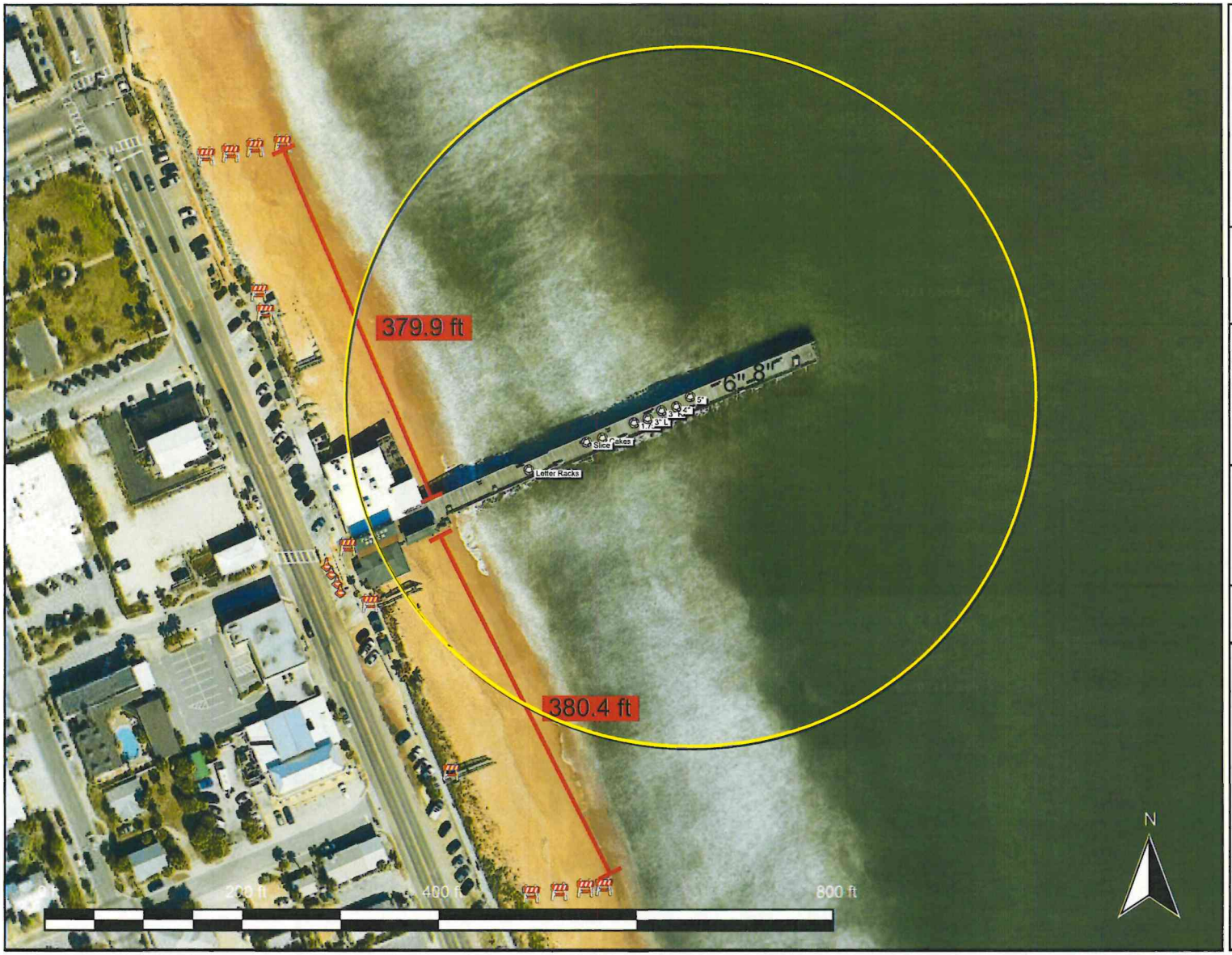


MY THREE SONS FIREWORKS COMPANY

FB NYE

Show date 12/31/2025

Location FB Pier

Flagler Beach NYE Fireworks Display - 11:59pm Launch Time, 12 Minute Duration - 105 2nd St, Flagler Beach, FL, 32136

5" Shells - 24, 4" Shells - 72, 3" Shells - 420, 2" Shells - 18, Cake Shots - 2,200, Mines - 30, Modular Slice Shots - 100

6" Shells - 18

8" Shells - 4

Fallout zone sized to 70' per inch of shell diameter

Launch position

Barrier

Pyro Parking

Safety circles

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-67. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing and approving the South Central Water Main Replacement Project – Phase 2, accepting Mead & Hunt as the Consultant to assist with the Design, Permitting, and Bidding for the project, in an amount not to exceed $59,696.00, providing for conflict and an effective date.

Background:
The City of Flagler Beach operates a potable water distribution system that provides essential service to residents and businesses. To ensure reliability and reduce costly maintenance, the City is replacing aging infrastructure through the South Central Water Main Replacement Project.

Phase 1 of the project was recently completed, replacing older water mains between Moody Boulevard and 3rd Street. This work improved water flow, reduced leaks, and modernized a critical section of the system. Mead & Hunt served as the design consultant for Phase 1, providing construction oversight and technical support.

Phase 2 will extend these improvements southward along South Central Avenue, from 3rd Street to 6th Street. Work includes:

- Installing new water mains and service connections,
- Replacing valves and related fittings,
- Completing pavement restoration once construction is finished.

Consultant Role:
Mead & Hunt is recommended to serve again as consultant for Phase 2. They will oversee construction, ensure quality control, coordinate with contractors, and provide technical expertise. Because they managed Phase 1 successfully, their continued involvement ensures

consistency and efficiency.

Fiscal Impact:
The proposed project is included in the City's Capital Funding Plan for the current fiscal year. The appropriate funds will be drawn from the Utility Infrastructure Reserve. The fee for the proposed service is $59,696.00

Staff Recommendation:
Staff recommends that the City Commission approve Resolution 2025-67, authorizing the City to enter into a contract with Mead & Hunt for consultant services to oversee construction of the South Central Water Main Replacement Project – Phase 2, in an amount not to exceed $59,696.

Attachments:
1. Mead and Hunt Scope of Services for South Central WM Replacement
2. 2025-67 Revised Final

August 7, 2025

Bill Freeman, P.E.
City Engineer
City of Flagler Beach
800 S. Daytona Avenue
Flagler Beach, FL 32136

Email: bfreeman@cityofflaglerbeach.com

Subject: South Central Water Main Replacement, Phase 2 (S. 3rd St. to S. 6th St.)

Dear Mr. Freeman,

Mead & Hunt is pleased to provide this revised engineering scope of services and fee estimate for the above-mentioned project. The scope includes design, permitting, and bidding assistance. Construction phase services will be included in a future scope/proposal.

We look forward to the opportunity to complete another successful project for the City of Flagler Beach. If you have any questions or comments, please contact our office.

Sincerely,
MEAD & HUNT, Inc.

David A. King, P.E.
Vice President

Cassandra "Casey" Cissell, P.E.
Department Manager

DAK/CC;bf

Attachment: Scope of Services and Fee Estimate

CITY OF FLAGLER BEACH
SCOPE OF SERVICES
FOR
SOUTH CENTRAL WATER MAIN REPLACEMENT, PHASE 2
(S. 3RD ST. TO S. 6TH ST.)

The Task Order is in conformance with the Agreement for Continuing Engineering Consulting Services, dated March 23, 2017, between the City of Flagler Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The City of Flagler Beach has owned and maintained the City's potable water system for many years. Throughout time, pipe material has improved, and many municipalities replace the less desirable pipe material (Asbestos Cement, Cast Iron, Galvanized Iron) with preferred material (Ductile Iron, PVC) as they are able so to improve reliability and water quality and reduce the likelihood of breaks. The City wishes to continue replacing the obsolete water mains on the beach side from south of SR 100 (Moody Blvd.) to S. 28th Street between S. Daytona Ave. and A1A and specifically along S. Central Ave.

The first phase between SR100 and S. 3rd St. is currently being constructed, and the City wishes to proceed with Phase 2.

It is anticipated that the second phase of the S. Central work will include the portion of the City between S. 3rd St. and S. 6th St. along S. Central Ave. Based on the City's utility mapping, the project will result in the replacement/abandonment of approximately 500 LF 8-in ACP with 10" PVC watermain and 500 LF 8" PVC 'dryline' reclaimed watermain.

The order of magnitude construction cost estimate for this second phase is $540K (based on Phase 1 bids).

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

RESPONSIBILITIES OF CITY

This scope of services is based on the CITY performing or providing the following:

- A designated representative with complete authority to transmit instructions and information, receive information, interpret policy, and define decisions
- Access to the project site
- Available data, drawings, and information related to the project
- Review of deliverables within reasonable timeframes of receipt
- Protection of MEAD & HUNT-supplied digital information or data, if any, from contamination, misuse, or changes

ASSUMPTIONS AND LIMITATIONS

MEAD & HUNT prepared this Scope of Work based on the following assumptions and limitations. If any of the assumptions below prove to be incorrect, MEAD & HUNT will consult with the CITY and modify this scope as needed.

- Design concept of Phase 1 will be replicated
- No hydraulic modeling is needed

PHASE 1 – PROJECT MANAGEMENT

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated 7-month project duration. The PM will manage the development of project work and subconsultant efforts. MEAD & HUNT will coordinate and conduct one (1) in-person project kick-off meeting with the project team and OWNER staff to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees. MEAD & HUNT will implement, and the PM will monitor, a quality assurance and control process, which includes independent technical review of project technical work products before their submission to the OWNER.

Deliverables

- Kick-Off Meeting Agenda and Summary

PHASE 2 – DATA COLLECTION AND SITE RECONNAISSANCE

Utility Coordination

MEAD & HUNT will coordinate with existing utilities along the project route by submission of 60% electronic construction drawings to all utility companies identified by the Sunshine 811 Design Ticket and request markups of existing facilities and resolution of any estimated conflicts with the proposed improvements. MEAD & HUNT will discuss the potential conflicts with the utility company representatives to coordinate the relocation needs as needed. MEAD & HUNT will add information to the construction drawings based on the received utility markups and planned relocations.

Survey

MEAD & HUNT will utilize a survey subconsultant to prepare a route survey along the project limits, including designating OWNER water/wastewater/storm facilities based on accessible features and record maps.

Site Reconnaissance

MEAD & HUNT will conduct site reconnaissance to verify existing conditions and collect photographic and other data collection needed for the design.

Deliverables

- Site survey (electronic PDF format)

PHASE 3 – PROJECT DESIGN

Task 1 – 60% Design Development

The 60% submittal package will be submitted to the OWNER for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and

attend a 60% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables

- 60% Design Drawings (electronic PDF format)
- 60% Specifications (electronic PDF format)
- 60% EOPCC (electronic PDF format)
- 60% Design Review Meeting Summary (electronic PDF format)

Task 2 – 90% Design Development

Based on the OWNER's 60% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 90% design level completion. MEAD & HUNT will prepare an updated EOPCC based upon the 90% submittal documents.

The 90% submittal package will be prepared and submitted to the OWNER and permitting agencies for review and comment. The submittal will include the items shown in the deliverable section below. It is assumed the OWNER will conduct their review in a two-week period. At the end of the OWNER's review period, MEAD & HUNT will schedule and attend a 90% design review meeting to review the OWNER's comments on the design drawings and specifications.

Deliverables

- 90% Design Drawings (electronic PDF format)
- 90% Specifications (electronic PDF format)
- 90% EOPCC (electronic PDF format)
- 90% Design Review Meeting Summary (electronic PDF format)

Task 3 – 100% Design Development

Based on the OWNER's 90% review comments received, MEAD & HUNT will prepare revised design drawings and specifications to 100% completion. MEAD & HUNT will prepare an updated EOPCC based upon the 100% submittal documents.

Deliverables

- 100% Design Drawings (electronic PDF format)
- 100% Specifications (electronic PDF format)
- 100% EOPCC (electronic PDF format)

PHASE 4 – PERMITTING ASSISTANCE

MEAD & HUNT shall prepare and submit permit applications for the project as detailed below. All permit fees will be paid by MEAD & HUNT.

FDEP Specific Permit to Construct PWS Components

MEAD & HUNT will prepare and submit the permit application in accordance with the permit requirements. Permit applications will be submitted after the 90% design has been reviewed and accepted by the OWNER.

MEAD & HUNT will respond to up to one (1) Request for Additional Information (RAI) as part of the permit application process.

Deliverables

- Final Specific Permit to Construct PWS Components application

PHASE 5 – BIDDING ASSISTANCE

The CITY will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with CITY purchasing and contract policies (Division 0 and 1). The CITY will also be responsible for request for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

MEAD & HUNT will utilize CITY supplied templates, bid number and dates (advertisement, prebid, bidder question deadline and bid opening) to prepare draft bidding and contract documents as Divisions 0 and 1 of the Project Manual and submit such to the CITY for review. Upon receipt of the CITY's review comments, MEAD & HUNT will prepare final bidding and contract documents and assemble the entire Project Manual and submit the Project Manual and Construction Drawings (denoted as bid set) in electronic format to the CITY. The CITY will be responsible for distributing bidding documents to interested parties. MEAD & HUNT will attend an in-person pre-bid meeting and present project information to the potential bidders. The CITY will be responsible for the pre-bid meeting agenda, recording, and summary/minutes. MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the CITY with draft addenda for review. Upon receipt of CITY comments, MEAD & HUNT will revise the addenda and provide such to the CITY for distribution. This scope assumes two (2) addenda. MEAD & HUNT will attend the in-person bid opening. The CITY will be responsible for receiving, opening, and recording the bids.

Upon receipt of copies of the submitted bid documents from the CITY, MEAD & HUNT will review bids for completeness and conformance with technical requirements. MEAD & HUNT will evaluate the low bidder(s) submitted qualifications information and contact provided references to inquire about bidders' experience, if the CITY or MEAD & HUNT does not have any past experience working with the bidders. MEAD & HUNT will prepare a tabulation of received bid prices, including unit prices, if applicable, and verify extended values and totals. MEAD & HUNT will also review submitted pricing for imbalances and other disparities. Based on that review, MEAD & HUNT will submit to the CITY the bid tabulation and a recommendation of award. MEAD & HUNT will attend CITY Commission meeting for bid award so to address questions regarding the recommendation of bid award.

Deliverables

- Draft/final bid documents
- Draft/final addenda
- Bid tabulation
- Recommendation of award

PHASE 6 – REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses such as reproductions, postage, etc. It is assumed permit application fees will be paid by MEAD & HUNT and are included in this phase. Items included in this phase will be billed at actual cost.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Easement Acquisition
- Construction Phase Services
- Funding Assistance
- Environmental

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Cummulative Duration (calendar days)	Commencing Upon
Phase 1 – Project Management	*215*	*-*	*Receipt of PO/NTP*
Kick-off Coordination	*15*	*15*	*Receipt of PO/NTP*
Phase 2 – Design Data Collection and Site Reconnaissance	*45*	*45*	*Receipt of PO/NTP*
Phase 3 – Project Design	*-*	*-*	*-*
Task 1 – 60% Design	*30*	*75*	*Receipt of Survey*
OWNER Review	*10*	*85*	*Delivery of 60% submittal*
Task 2 – 90% Design	*15*	*100*	*Receipt of comments on 60% submittal*
OWNER Review	*10*	*110*	*Delivery of 90% submittal*
Task 3 – 100% Design	*15*	*125*	*Receipt of comments on 90% submittal*
Phase 4 – Permitting Assistance	*30*	*155*	*OWNER approval of 90% deliverable (concurrent with Phase 3, Task 3)*
Phase 5 – Bidding Assistance	*60*	*215*	*Completion of Phase 3, Task 3 or Phase 4 (OWNER preference)*

COMPENSATION

The not-to-exceed cost for this Scope of Services is **$59,696** based on the following breakdown and labor estimate:

Phase/Task	Fee/Cost	Basis
Phase 1 – Project Management	*$6,009*	*Lump Sum*
Phase 2 – Data Collection and Site Reconnaissance	*$4,475*	*Lump Sum*
Phase 3 – Project Design	*$26,500*	*Lump Sum*
Phase 4 – Permitting Assistance	*$2,299*	*Lump Sum*
Phase 5 – Bidding Assistance	*$9,628*	*Lump Sum*
Subtotal	***$48,911***	
Phase 6 – Reimbursables	*$10,785*	*Actual cost*
TOTAL	***$59,696***	

Phase	Description	Principal	Senior Client/Project Manager	Senior Engineer	Engineer III	Engineer II	Senior Technician	Administrative Assistant	Total Task ($)
	Hourly Rate	$ 340.00	$ 309.00	$ 217.00	$ 195.00	$ 172.00	$ 188.00	$ 114.00	See Below
	Project Management								
1	Project Kick-Off Meeting	2	2		2				$ 1,688
	Project Coordination		7					7	$ 2,961
	QA/QC	4							$ 1,360
	Subtotals	**6**	**9**	**0**	**2**	**0**	**0**	**7**	**$ 6,009**
	Data Collection and Reconnaissance								
2	Survey Coordination		1		2		2		$ 1,075
	Utilities Coordination		2		2		2		$ 1,384
	Site Visits		4		4				$ 2,016
	Subtotals	**0**	**7**	**0**	**8**	**0**	**4**	**0**	**$ 4,475**
	Design								
	60% Design	1	4	8	16		30		$ 12,072
	60% Design Review Meeting		2		2				$ 1,008
3	90% Design	1	2	4	8		20		$ 7,146
	90% Design Review Meeting		2		2				$ 1,008
	100% Design	1	2	4	8		10		$ 5,266
	Subtotals	**3**	**12**	**16**	**36**	**0**	**60**	**0**	**$ 26,500**
	Permitting Assistance								
4	FDEP PWS Application	1	2			4			$ 1,646
	FDEP RAI Response		1			2			$ 653
	Subtotals	**1**	**3**	**0**	**0**	**6**	**0**	**0**	**$ 2,299**
	Bidding Assistance								
	Bid Set Documents	2	4					30	$ 5,336
	Prebid		2						$ 618
5	Addenda	1	2					6	$ 1,642
	Bid Opening		2						$ 618
	Bid Review and ROA	1	2					4	$ 1,414
	Subtotals	**4**	**12**	**0**	**0**	**0**	**0**	**40**	**$ 9,628**
	TOTAL ALL TASKS	**14**	**43**	**16**	**46**	**6**	**64**	**47**	**$ 48,911**

Phase				
	SUBCONSULTANT/ REIMBURSABLES		Lump Sum Total	**$ 48,911**
	Survey Allowance	$ 9,385	Subs/Reimbursables	$ 10,785
6	Permit Fee Allowance	$ 900	Contingency	$ -
	Printing, etc.	$ 500	**GRAND TOTAL**	**$ 59,696**
	Total	**$ 10,785**		

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

Accepted by:	MEAD & HUNT, INC.	Approved by:	MEAD & HUNT, INC.
By:	Cassandra Cissell	By:	
Name:	Cassandra 'Casey' Cissell, P.E.	Name:	David A. King, P.E.
Title:	Department Manager	Title:	Vice President
Date:	August 7, 2025	Date	August 7, 2025

Accepted by: CITY OF FLAGLER BEACH

By: _____

Name: _____

Title: _____

The above person is authorized to sign for Owner and bind the Owner to the terms hereof.

Date: _____

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF FLAGLER BEACH, P.O. BOX 70, FLAGLER BEACH, FL 32136-0070, City Clerk, Penny Overstreet, (386) 517-2000, Ext. 233, POverstreet@CityofFlaglerBeach.com.

RESOLUTION 2025-67

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE SOUTH CENTRAL WATER MAIN REPLACEMENT PROJECT – PHASE 2, ACCEPTING MEAD & HUNT AS THE CONSULTANT TO ASSIST WITH THE DESIGN, PERMITTING, AND BIDDING FOR THE PROJECT, IN AN AMOUNT NOT TO EXCEED $59,696.00, PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach operates a potable water distribution system that serves residents and businesses within the city limits; and,

WHEREAS, the City previously completed Phase 1 of the South Central Water Main Replacement Project, which replaced critical segments of aging water infrastructure and improved service reliability from Moody Boulevard to 3rd Street; and,

WHEREAS, Staff has determined that continued extension of replacement water main along S. Central Avenue (designated as Phase 2) is necessary to continue upgrading the system, reduce water loss, enhance flow, and ensure compliance with state and federal utility standards; and,

WHEREAS, when constructed, Phase 2 will include the installation of new water main lines, service connections, valves, and appurtenances, as well as pavement restoration, on South Central Avenue from 3rd Street to 6th Street; and,

WHEREAS, the proposed design for Phase 2 has appropriate funding Capital Funding Plan for the current fiscal year;

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

SECTION 1. The City Commission hereby accepts Mead & Hunt as consultant to oversee the design, permitting, and bidding assistance of Phase 2 of the South Central Water Main Replacement Project, and authorizes the execution of a contract in an amount not to exceed $59,696.00.

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

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

SECTION 4. This Resolution shall become effective upon execution.

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

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-93. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award construction services to Sparks Concrete, LLC, for the street paving project on South Central Avenue; approving a project budget in the amount of $232,060.00; providing that this resolution supersedes and replaces resolution 2025-74 in its entirety; providing for funding, implementation, conflict, and an effective date.

Background:

The City of Flagler Beach has identified the need to resurface and pave designated City streets to improve roadway conditions, ensure public safety, and extend the service life of its transportation infrastructure.

With RFQ 2025-1806, the City Commission at their June 26, 2025, meeting approved the list of vetted vendors. The City's engineering staff has evaluated the proposed improvements and determined that the project is in the public interest and consistent with the City's capital improvement goals. City Staff reviewed and vetted the contracts and references and recommend that the City Commission award the Street Paving project to Sparks Concrete, LLC.

Fiscal Impact:

Funding for the Project will be drawn from the General Fund R&M Roadways plus the paving budget in the capital fund. The fee for the proposed service is $232,060.00.

Staff Recommendation:

Staff recommends approval of Resolution 2025-93, awarding the contract for Street Paving to Sparks Concrete, LLC, in the amount not to exceed $232,060.00, thereby repealing and replacing Resolution 2025-74.

Attachments:

1. 2025-93 S. Central Ave Paving
2. Quote for Street Paving, Sparks Paving to City of Flagler Beach
3. Construction Contract signed by Sparks Paving

4. Aerial View of Work Location

RESOLUTION 2025-93

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO AWARD CONSTRUCTION SERVICES TO SPARKS CONCRETE, LLC, FOR THE STREET PAVING PROJECT ON SOUTH CENTRAL AVENUE; APPROVING A PROJECT BUDGET IN THE AMOUNT OF $232,060.00; PROVIDING THAT THIS RESOLUTION SUPERSEDES AND REPLACES RESOLUTION 2025-74 IN ITS ENTIRETY; PROVIDING FOR FUNDING, IMPLEMENTATION, CONFLICT, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach has identified the need to resurface and pave designated city streets to improve roadway conditions, ensure public safety, and extend the service life of its transportation infrastructure; and,

WHEREAS, the City's engineering staff has evaluated the proposed improvements and determined that the project is in the public interest and consistent with the City's capital improvement goals; and,

WHEREAS, using road assessment software, the selected street has been determined to be a high priority; and,

WHEREAS, City Staff reviewed and vetted the contract and references and recommends that the City Commission award the Street Paving project to Sparks Concrete, LLC; and,

WHEREAS, Funding for the Project will be drawn from the general fund R&M Roadways plus the paving budget in the capital fund. The fee for the proposed service is $232,060.00.

WHEREAS, this Resolution supersedes and replaces Resolution 2025-74 in its entirety.

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

SECTION 1. The City Commission the execution of a contract with Sparks Concrete, LLC in an amount not to exceed $232,060.00 to complete the aforementioned Street Paving project.

SECTION 2. Project costs shall be paid from the appropriated funds in the City's FY 2025/2026 budget, and the total project budget is established at $232,060.00, which amount shall cover all labor, materials, and associated expenses for completion of the project.

SECTION 3. Resolution 2025-74 and all resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 4. If any portion of the Resolution shall be declared unconstitutional or if the applicability of this Resolution or any portion thereof to any person or circumstances shall be held invalid, the validity of the remainder of this Resolution and the applicability of this Resolution, or any portion thereof to other persons or circumstances, shall not be affected thereby.

SECTION 5. This Resolution shall become effective upon execution.

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

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Sparks
Concrete & Asphalt
3060 Steel Rail Dr. Bunnell, FL 32110
Ph# 386-760-1002 / 386-263-7229
Email: sparksconcrete@cfl.rr.com
Website: sparksconcreteandasphaltllc.com
State License Number: SCC131153554
Equal Opportunity Employer

QUOTE/BID

To: City of Flagler Beach
800 South Daytona Ave. Flagler Beach, FL 32136
Attention Justin Isaacs
Ph 386-986-9058 / Jisaacs@cityofflaglerbeach.com

Date: 10/1/2025

PROJECT: CITY WIDE RESURFACING

S. CENTRAL AVE.: (From S. 21st Street. to S. 28th Street.)

Item	Unit	Qty	Unit-Price	Cost
Mill and Resurface at 1.5" with SP - 9.5 Asphalt Length (5,825 ft) x Width (20 ft) = Total 116,500 sf	TN	1,132	$ 205.00	$ 232,060.00
			Subtotal	$ 232,060.00

Sparks Concrete & Asphalt and a city representative will determine the thickness of asphalt on each street on site for milling. If the existing asphalt surface is greater than 1" thick the surface will be milled for a 1.5" thick new asphalt surface. If the existing street has curb and gutter, then it will be milled, and tack coat will be done on all the existing surfaces milled or not milled. All quotes were given with the price for milling included to avoid any extra charges. Tack Coat will be used on all paving locations, this is a FDOT Spec.
Stop bars for street will be reinstalled by contractor at no cost.

TOTAL $ 232,060.00

This Bid/Quote is to furnish and supply the labor and materials to complete the bid items quoted above. If accepted this quote is to be signed by an authorized representative.

Date:
_____
____

To Accept this Quote Sign: _____

_____

Print Name:

_____

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 Sparks Concrete LLC, a Limited Liability Company, whose address is 3060 Steel Rail Drive, Bunnell, Florida 32110 (the "Contractor").

WITNESSETH:

WHEREAS, the City requires the services of a contractor to perform Street Paving (hereinafter referred to as the "Project"); and

WHEREAS, on 7/15/2025, 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 10/29/2025, 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 Sparks Concrete 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 the Street Paving from 21st to 28th street on S. Central Avenue.

Site means Locations as stated in Quotes, Exhibit A.

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 Street Paving, in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. The Work shall be completed in accordance with the plans and specifications on file with the City of Flagler Beach, the receipt of which is hereby acknowledged and which are incorporated herein by this reference.

ARTICLE 3. TERM

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

ARTICLE 4. CONTRACT PRICE

4.1 The City shall pay Contractor for the construction services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed *Two Hundred and Thirty-Two Thousand, and Sixty Dollars ($232,060.00)* (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 12.2 below. Each Party reserves all rights and remedies available under applicable law.

13.2 **Governing Law; Venue; Waiver of Jury Trial.** The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either Party to initiate legal action regarding this Contract, venue shall lie in the state or federal courts having jurisdiction in Volusia County, Florida. **THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR CLAIM, ARISING OUT OF THIS AGREEMENT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES HERETO.**

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

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

Contractor: Sparks Concrete LLC
Attn: William Sparks
3060 Steel Rail Drive
Bunnell, Florida 32110

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

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

13.6 **Public Records.**

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

A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance of services under this Contract.

B. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost allowed by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract Term, and following completion of the Contract until the records are transferred to City.

D. Upon the termination or natural expiration of this Contract, either transfer, at no cost to City, all public records in Contractor's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City. In the event of transfer, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

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

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

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

13.7 **E-Verify.** Pursuant to § 448.095(5), *Florida Statutes*, Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. Contractor shall also require all Subcontractors performing work under the Contract to use the E-Verify system for any newly hired employees. Contractor shall obtain from each Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that the Subcontractor is in compliance with § 448.095, *Florida Statutes*. Contractor shall retain a copy of the affidavit(s) for the duration of the Contract and provide it to City upon request. Contractor hereby affirms that it is registered with the E-Verify system and is in full compliance with all applicable provisions of § 448.095, *Florida Statutes*. Upon request, Contractor shall provide evidence of such registration and compliance. Contractor

acknowledges that failure to comply with this paragraph, including failure to secure and retain Subcontractor affidavits, may result in immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and other penalties as provided by law.

13.8 **Scrutinized Companies.** In accordance with § 287.135, *Florida Statutes*, Contractor hereby certifies that neither Contractor nor any subsidiary, parent company, or affiliate of Contractor is engaged in a boycott of Israel, nor is on the Scrutinized Companies that Boycott Israel List. Contractor further agrees that Contractor will not subcontract with any entity that is engaged in a boycott of Israel or is on the Scrutinized Companies that Boycott Israel List. In the event Contractor, or any of its subsidiaries, parent companies, affiliates, or Subcontractor(s) engages in a boycott of Israel or is placed on the Scrutinized Companies that Boycott Israel List during the term of the Contract, Contractor shall immediately notify City. Contractor acknowledges that failure to comply with this paragraph, including any false certification, may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein and may subject Contractor to civil penalties and other remedies available under the law.

13.9 **Public Entity Crime.** In accordance with § 287.133, *Florida Statutes*, no person or affiliate, as defined in therein, shall be allowed to contract with City, nor be allowed to enter into a subcontract for work under the Contract, if such person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime within the preceding thirty-six (36) months. Contractor hereby certifies that neither Contractor nor any of Contractor's affiliates or Subcontractors are on the convicted vendor list. Contractor shall notify City immediately if Contractor or any affiliate or Subcontractor is placed on the convicted vendor list at any time during the term of the Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein, and other penalties as provided by law.

13.10 **Conflict of Interest.** Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract. and that Contractor has not paid or agreed to pay any person. company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. Contractor acknowledges that failure to comply with this paragraph may result in the immediate termination of the Contract without liability and without regard to the notice requirements set forth therein

13.11 **Human Trafficking.** In accordance with § 787.06, *Florida Statutes*, Contractor hereby certifies that Contractor does not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, and that Contractor has provided to City the Human Trafficking Affidavit, attached hereto as **Exhibit X**, and incorporated herein by reference.

13.12 **Equal Opportunity Employer.** Contractor certifies that it is an equal opportunity employer and agrees to comply with all applicable federal, state, and local equal opportunity employment laws. Contractor agrees to include a similar non-discrimination provision in all subcontracts entered into pursuant to the Contract and will take reasonable steps to ensure compliance with such provision by its Subcontractors.

13.13 **Drug-Free Workplace.** Contractor hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. Contractor agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the City.

13.14 **Survival.** Any terms or conditions of this Contract that require acts beyond the date of the term of the Contract shall survive the expiration of the Contract and shall remain in full force and effect unless and until the terms or conditions are completed.

13.15 **Non-Discrimination; Federal Wages.** Contractor, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) Contractor shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this Section, the City shall have the right to terminate this Contract for cause. If this Project is subject to federal and grant funding that requires specific wage and non-discrimination provisions, Contractor shall be required to comply with the same.

13.16 **Non-Collusion.** Execution of this Contract by Contractor shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more firms over other firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from Contractor list(s), and/or debarment or suspension from doing business with the City.

13.17 **Sovereign Immunity.** The City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, *Florida Statutes*. Notwithstanding anything set forth in any section, article, or paragraph of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages,

attorneys' fees, and costs, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law. This Section shall not limit any remedies as specifically contained in this Contract.

13.18 **Severability.** In the event that any term of this Contract is deemed by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable (1) the Parties shall use all reasonable efforts to negotiate in good faith to amend the term to eliminate any such invalidity, illegality, or unenforceability to the extent practically possible, taking into full account their original intent when entering into this Contract in the first instance, and (2) the remaining provisions hereof shall continue in full force and effect.

13.19 **Waiver.** No waiver of any term or right in this Contract shall be effective unless made in writing and signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Contract thereafter. Any written waiver authorized on one occasion is effective only in that instance and only for the specific purpose stated, and does not operate as a waiver on any future occasion.

13.20 **Entire Contract; Modification.** This Contract, along with all Exhibit and any other attachments specifically incorporated herein by reference, sets forth the entire agreement between the Parties with respect to its subject matter and supersedes any prior agreements or communications between the Parties, whether written or oral, relating hereto. No representation, inducement, or promise has been made or relied upon by either Party in entering into this arrangement other than as specifically set forth herein. This Contract may be modified only by a written amendment signed by an authorized representative of each Party. To the extent that the terms hereof contradict any of the terms of any attachment hereto, the terms hereof shall govern, unless specifically set forth to the contrary in any such attachment.

13.21 **Assignment.** Unless expressly agreed to elsewhere in the Contract, no assignment by a Party hereto of any rights under or interests in the Contract will be binding on another party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

13.22 **Successors and Assigns.** The City and Contractor each binds itself, its successors, assigns, and legal representatives to the other Party hereto, its successors, assigns, and legal

representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

13.23 **No Third-Party Beneficiaries.** This Contract is being entered into for the sole benefit of the Parties hereto, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever.

13.24 **Joint Authorship**. This Contract shall be construed as resulting from joint negotiation and authorship. No part of this Contract shall be construed as the product of any one of the Parties hereto.

13.25 **Headings**. All headings of the sections, exhibits, and attachments contained in this Contract are for reference purposes only and shall not affect the interpretation of any of the terms and conditions set forth herein.

13.26 **Electronic Signatures.** This Contract may be executed in multiple counterparts, each one of which shall be deemed an original, but all of which together shall constitute the same Contract. Electronic signatures shall be valid and sufficient to bind any Party to this Contract. Signatures to this Contract transmitted by facsimile, email, or other electronic transmission (for example, through the use of a Portable Document Format or "pdf" file) shall be valid and effective to bind the Party so signing. All such signatures will be deemed to be original signatures for all purposes.

[signatures on following page]

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

CITY OF FLAGLER BEACH

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

Sparks Concrete LLC

Signature

William Sparks

Print

manager

Title

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Flagler

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☑

this 10th day of November 2025

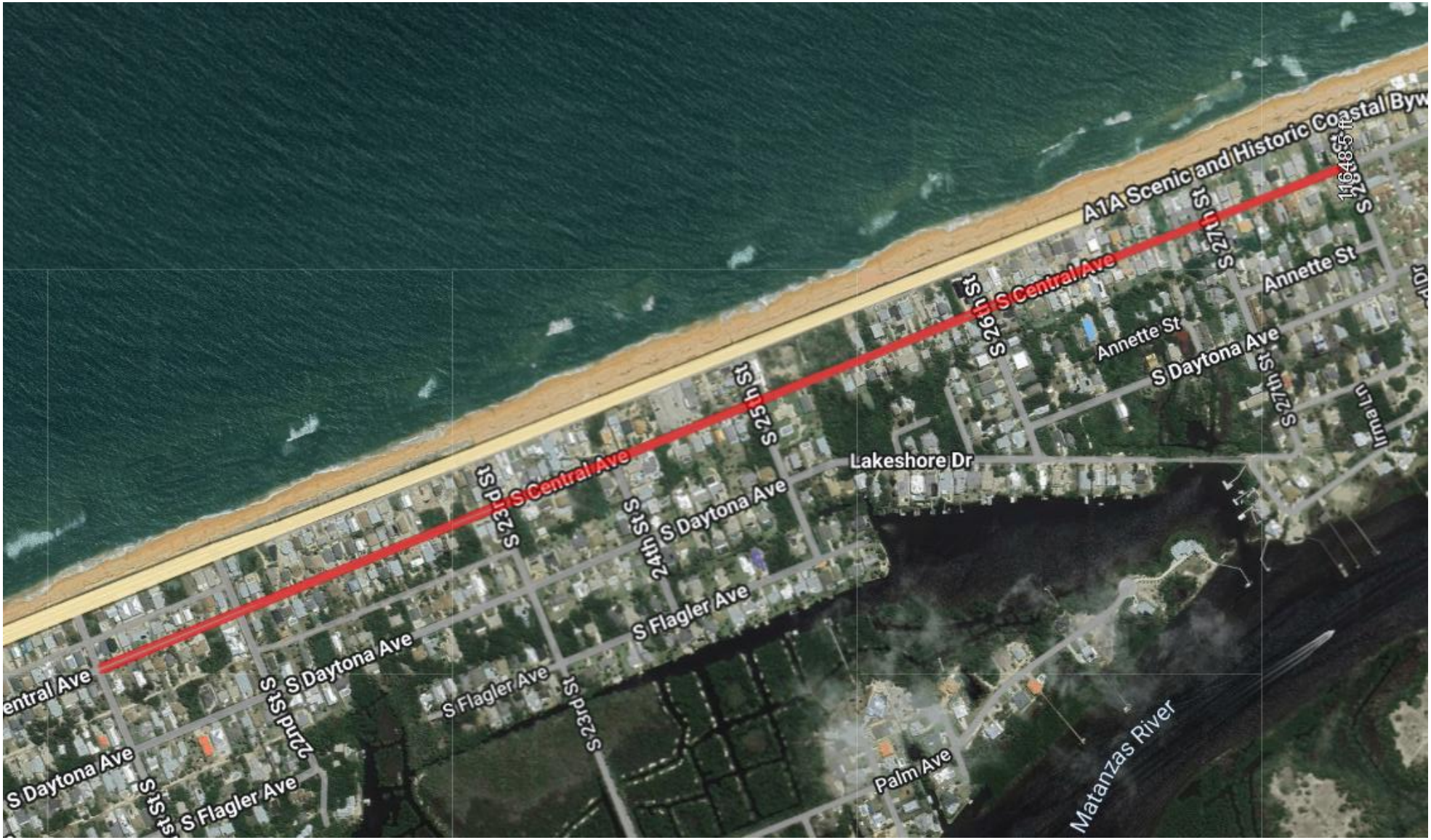
Personally Known ☑ OR Produced identification ☐

Type of identification Produced: _____

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

JENNA SAPSFORD
Notary Public - State of Florida
Commission # HH 576742
My Comm. Expires Jul 29, 2028
Bonded through National Notary Assn.


A1A Scenic and Historic Coastal Byw
S Central Ave
S Central Ave
S 27th St
S 26th St
S 25th St
S 24th St
S 23rd St
S 22nd St
Annette St
Annette St
S Daytona Ave
S Daytona Ave
S Daytona Ave
Lakeshore Dr
S Flagler Ave
S Flagler Ave
Palm Ave
Matanzas River
Tuna Ln

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-94. A Resolution by the City Commission of the City of Flagler Beach, Florida, to award a contract for Stormwater Drainage Maintenance Services on Palm Circle to DDS Enterprises LLC; approving a project budget in the amount of $71,444.40; providing for funding, implementation, and an effective date.

Background:

The City of Flagler Beach Engineering Department has identified the drainage swales and ditches along Palm Circle as areas experiencing restricted water flow and sediment buildup. These conditions reduce stormwater capacity and contribute to localized flooding during heavy rain events.

DDS Enterprises LLC provided Estimate No. 1155 (dated September 23, 2025), which includes:

- Excavation and reshaping of approximately 2,265 linear feet of ditch.
- Removal and disposal of excavated materials at the City facility.
- Installation of approximately 9,060 square feet of St. Augustine sod.
- As-built survey; and
- Initial watering of the new sod.

This work will restore positive flow along the swales and improve the stormwater management system for the Palm Circle area.

Fiscal Impact:

Funding for this project will be drawn from the City's Stormwater Maintenance Fund. The total cost is $71,444.40.

Staff Recommendation:

Staff recommends approval of Resolution 2025-94, authorizing the City Manager to execute an agreement with DDS Enterprises LLC for the Palm Circle ditch cleaning and sod installation project, in an amount not to exceed $71,444.40.

Attachments:

1. 2025-94 Palm Island Drainage Maintenance
2. Palm Island Subdivision Stormwater Improvements (Dec 2009)
3. Scope of Work for Swale Maintenance on Palm Circle
4. Engineer Letter
5. Palm Island Drainage Improvements McKim and Creed Scope
6. Quote for Swale Maintenance Palm Circle, DDS Enterprises to City of Flagler Beach
7. Construction Contract signed by DDS Enterprises for Swale Maintenance

RESOLUTION 2025-94

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, TO AWARD A CONTRACT FOR STORMWATER DRAINAGE MAINTENANCE SERVICES ON PALM CIRCLE TO DDS ENTERPRISES LLC; APPROVING A PROJECT BUDGET IN THE AMOUNT OF $71,444.40; PROVIDING FOR FUNDING, IMPLEMENTATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach requires routine stormwater drainage maintenance services to ensure the proper function of the City's stormwater management system and to protect public health, safety, and welfare; and,

WHEREAS, The ditches/swales along Palm Circle have been identified as requiring excavation, reshaping, and sod restoration to restore positive flow and improve stormwater management; and,

WHEREAS, DDS Enterprises LLC has submitted an estimate for the work in the total amount of $71,444.40, which includes ditch cleaning and reshaping, St. Augustine sod installation, as-built survey, and initial watering; and,

WHEREAS, Funding for the Project will be drawn from the City's Stormwater Improvements Fund. The fee for the proposed service is $71,444.40;

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

SECTION 1. The City Commission the execution of a contract with DDS Enterprises LLC in an amount not to exceed $71,444.40 to complete the aforementioned ditch cleaning, reshaping, and sod installation along Palm Circle.

SECTION 2. Project costs shall be paid from the appropriated funds in the City's FY 2026/2027 budget, and the total project budget is established at $71,444.40, which amount shall cover all labor, materials, and associated expenses for completion of the project.

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 City Commission 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

CITY of
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

PALM ISLAND SUBDIVISION
STORMWATER IMPROVEMNTS

INDEX	
1	COVER SHEET
2	SITE PLAN
3	SITE PLAN
4	DETAILS

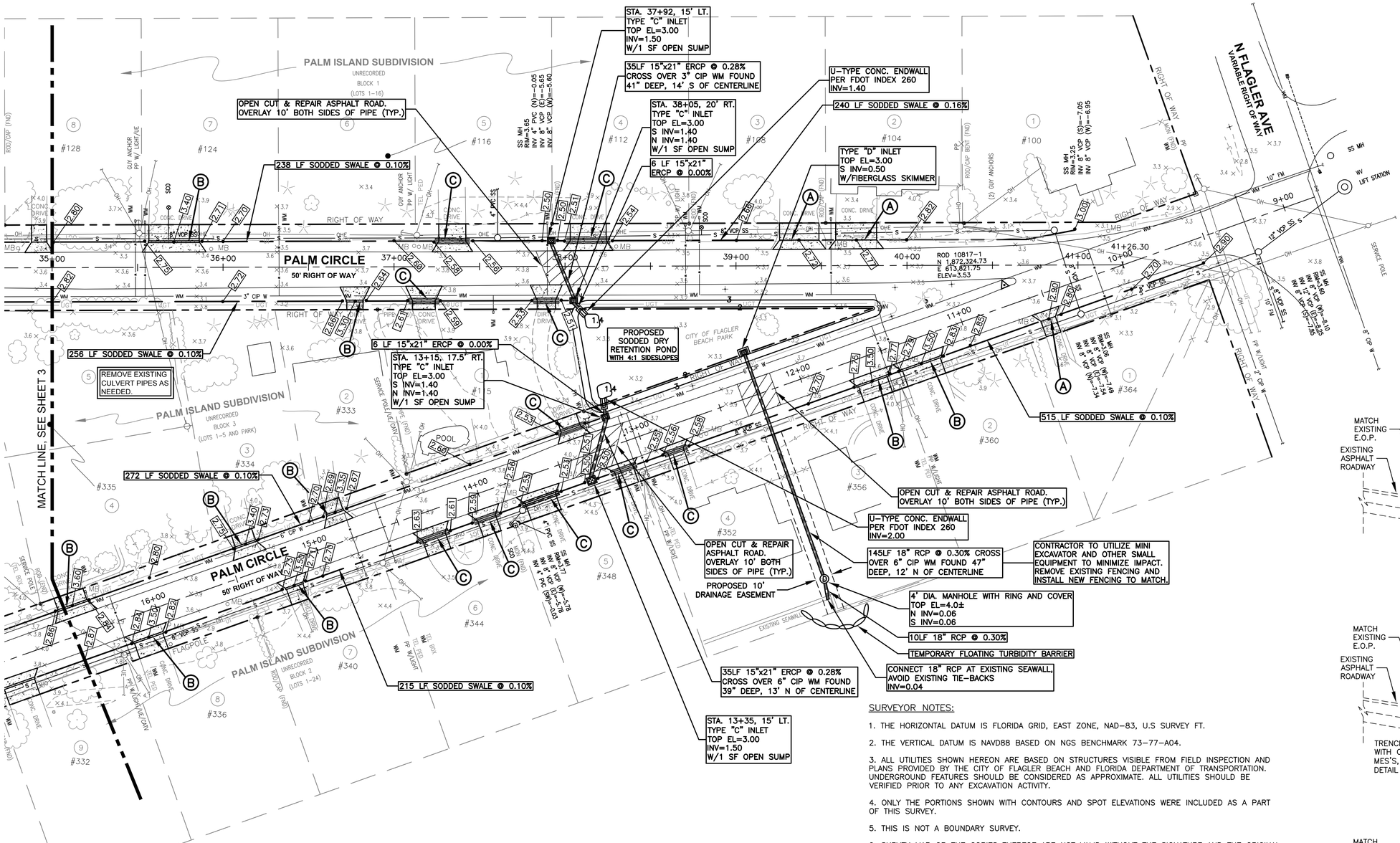
DECEMBER 2009

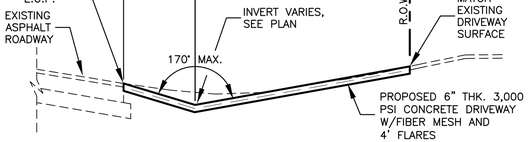
RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GIANNINI, P.E. 46601

FLORIDA CERTIFICATE-OF-AUTHORIZATION No. 626
PHONE: (386) 761-6810 FAX: (386) 761-3977
P.O. DRAWER 290247, PORT ORANGE, FLORIDA 32129-0247

QUENTIN L. HAMPTON ASSOCIATES
CONSULTING ENGINEERS
PORT ORANGE, FLORIDA

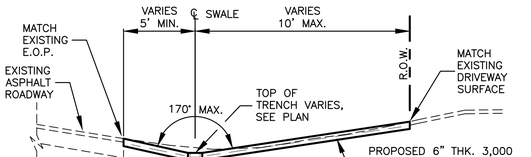
S:\FB\50\Palm Circle Drainage\Cad\Design\50i01 COVER SHEET.dwg, SHEET 1, 1/8/2010 10:15:17, 72





DRIVEWAY DETAIL TYPE "A"

NOT TO SCALE



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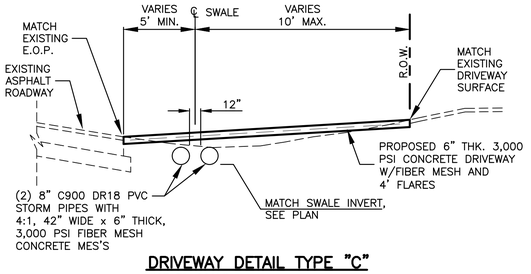
NOT TO SCALE



DRIVEWAY DETAIL TYPE "C"

NOT TO SCALE

STORMWATER TREATMENT CALCULATIONS:

PROJECT ACREAGE
(BASIN AREA SERVED BY IMPROVEMENTS) = 12.76 AC.

EXISTING IMPERV. AREA = 5.02 AC.

REQUIRED TREATMENT VOL.
(IF NEW DEVELOPMENT) = 1,701 CY
(0.5 IN. OVER 12.76 AC. + 0.5 IN. OVER ENTIRE BASIN)

EXISTING TREATMENT VOL. = 0 CY

PROVIDED TREATMENT VOLUME
(IN SWALES AND POND) = 840 CY

POLLUTANT LOADING WILL BE REDUCED.

SURVEY ABBREVIATIONS

BACK FLOW PREVENTER	BFP	INVERT	INV
BOTTOM OF STRUCTURE	BOS	PERMANENT REFERENCE MONUMENT	PRM
CORROGATED METAL PIPE	CMP	POLYVINYL CHLORIDE	PVC
CORROGATED PLASTIC PIPE	CPP	REINFORCED CONCRETE	RCP
CONCRETE	CONC	STORM DRAIN MANHOLE	SD MH
CONCRETE VALLEY GUTTER	CONC VG	SANITARY SEWER MANHOLE	SS MH
DUCTILE IRON PIPE	DIP	TELEPHONE MH	TEL MH
ELECTRIC MANHOLE	ELEC MH	TERRA COTTA CLAY PIPE	TCP
FINISHED FLOOR ELEVATION	FFE	VITRIFIED CLAY PIPE	VCP
HIGH DENSITY POLYETHYLENE PIPE	HDPE		

SURVEY LEGEND

MAJOR CONTOUR LINE	-15-	MANHOLE	○
MINOR CONTOUR LINE	-13-	DROP INLET, CURB INLET	DI, CI
UNDERGROUND STORM DRAIN	24" RCP SD	MITERED END SECTION	MES
UNDERGROUND SANITARY SEWER	8" VCP SS	CULVERT STORM DRAIN PIPE END	
UNDERGROUND FORCE MAIN	18" DIP FM	ELECTRIC TRANSFORMER	
UNDERGROUND WATER LINE	8" ACP W	LAMP POST	
UNDERGROUND ELECTRIC	UE	POWER POLE	
OVERHEAD POWER & UTILITY LINES	OH	LIGHT POLE	
UNDERGROUND CABLE TV LINE	CATV	SANITARY SEWER VALVE/CLEANOUT	SCO
UNDERGROUND FIBER OPTIC LINE	FO	WATER METER	WM
UNDERGROUND TELEPHONE LINE	UT	FIRE HYDRANT	FH
RIGHT OF WAY		WATER VALVE	WV
FENCE	x—x—x—x—x	MONITORING WELL	
HEDGE ROW-TREE LINE		PEDESTAL	
		SIGN	
		MAILBOX	MB
		PROPERTY PIN/PIPE/MONUMENT	
		SPOT ELEVATION	x16.5
		CURB STOP	
		TREE	
		PALM TREE	
		SHRUB	
		SURVEY CONTROL POINT	

SURVEYOR NOTES:

1. THE HORIZONTAL DATUM IS FLORIDA GRID, EAST ZONE, NAD-83, U.S SURVEY FT.

2. THE VERTICAL DATUM IS NAVD88 BASED ON NGS BENCHMARK 73-77-A04.

3. ALL UTILITIES SHOWN HEREON ARE BASED ON STRUCTURES VISIBLE FROM FIELD INSPECTION AND PLANS PROVIDED BY THE CITY OF FLAGLER BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION. UNDERGROUND FEATURES SHOULD BE CONSIDERED AS APPROXIMATE. ALL UTILITIES SHOULD BE VERIFIED PRIOR TO ANY EXCAVATION ACTIVITY.

4. ONLY THE PORTIONS SHOWN WITH CONTOURS AND SPOT ELEVATIONS WERE INCLUDED AS A PART OF THIS SURVEY.

5. THIS IS NOT A BOUNDARY SURVEY.

6. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR.

NO	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX 386 761-3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129-0247 386 761-6810

CITY OF
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

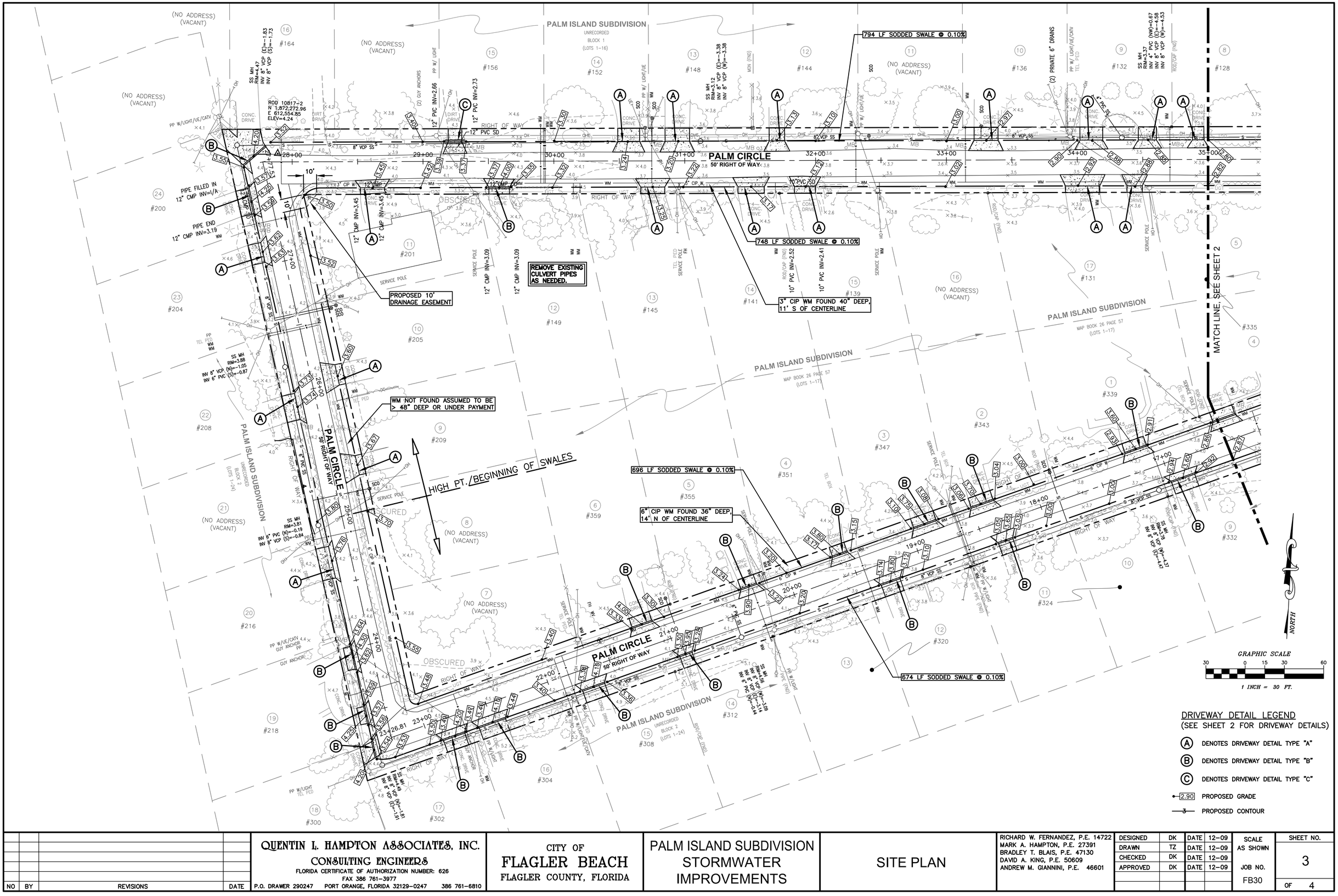
PALM ISLAND SUBDIVISION
STORMWATER
IMPROVEMENTS

SITE PLAN

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GIANNINI, P.E. 46601

DESIGNED	DK	DATE	12-09	SCALE AS SHOWN	SHEET NO. 2
DRAWN	TZ	DATE	12-09		
CHECKED	DK	DATE	12-09	JOB NO. FB30	OF 4
APPROVED	DK	DATE	12-09		

S:\FB\FB30 Palm Circle Drainage\Cad\Drawings\FB30 2-3 SITE PLANS.dwg, SHEET 2-PLAN, 1/8/2010 10:15:36 AM, TZ



DRIVEWAY DETAIL LEGEND
(SEE SHEET 2 FOR DRIVEWAY DETAILS)

- (A) DENOTES DRIVEWAY DETAIL TYPE "A"
- (B) DENOTES DRIVEWAY DETAIL TYPE "B"
- (C) DENOTES DRIVEWAY DETAIL TYPE "C"
- 2.90 PROPOSED GRADE
- 3 PROPOSED CONTOUR

NO	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
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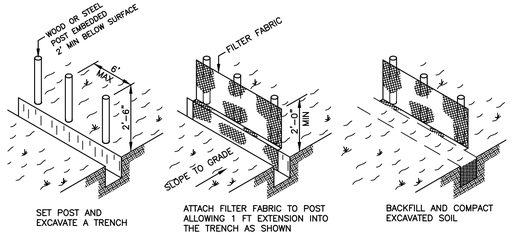
APPROVED	DK	DATE	12-09

SCALE AS SHOWN

JOB NO. FB30

SHEET NO. 3 OF 4

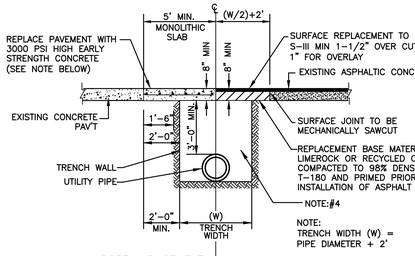


NOTES:

1. MATERIALS, CONSTRUCTION METHODS AND MAINTENANCE SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS AND DESIGN STANDARDS CURRENT EDITION.
2. CONTRACTOR SHALL PROVIDE SILT FENCES AT ALL STORMWATER DISCHARGE POINTS FOR EROSION CONTROL AND SEDIMENT CONTROL DURING CONSTRUCTION.
3. CONTRACTOR SHALL ROUGH GRADE STORM– WATER SWALES AND RETENTION AREAS PRIOR TO CONSTRUCTION OF SITE IMPROVEMENTS.
4. CONTRACTOR SHALL MEET ALL PERMIT CONDITIONS AS ESTABLISHED BY THE CITY AND ALL OTHER APPLICABLE AGENCIES, INCLUDING BUT NOT LIMITED TO COUNTY, FDOT, AND THE SJRWMD.

(F.D.O.T. INDEX NO. 102)

SILT FENCE DETAIL
NOT TO SCALE

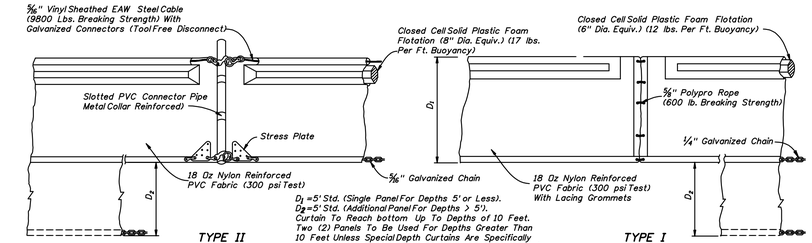


PORTLAND CEMENT CONCRETE SURFACE | ASPHALTIC CONCRETE SURFACE

NOTES:

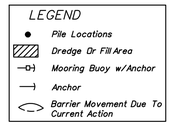
1. PAVING REPLACEMENT SHALL INCLUDE RAISING ALL MANHOLE FRAMES AND LIDS AND VALVE BOXES AND LIDS (AND SIMILAR APPURTENANCES) TO FINAL ELEVATION PRIOR TO RESURFACING.
2. SUBBASE TO BE COMPACTED TO 98% MAXIMUM DENSITY AASHTO T–180.
3. IN AREAS WHERE CONCRETE PAVEMENT IS TO BE UTILIZED, 3000 PSI – 28 DAY STRENGTH CONCRETE PAVEMENT MAY BE PERMITTED PROVIDED THAT THE SUBJECT AREA WILL REMAIN FREE OF VEHICULAR TRAFFIC FOR A MINIMUM OF 3 DAYS.
4. 350 PSI. FLOWABLE FILL SHALL BE USED UPON DIRECTION BY CITY ENGINEER.

PAVEMENT TRENCH RESTORATION DETAIL
NOT TO SCALE

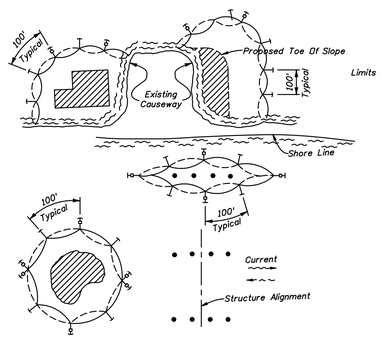


NOTICE:
COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER.

FLOATING TURBIDITY BARRIERS



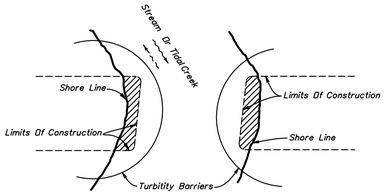
Notes:
1. *Turbidity barriers are to be used in all permanent bodies of water regardless of water depth.*
2. *Number and spacing of anchors dependent on current velocities.*
3. *Deployment of barrier around pile locations may vary to accommodate construction operations.*
4. *Navigation may require segmenting barrier during construction operations.*
5. *For additional information see Section 104 of the Standard Specifications.*



TURBIDITY BARRIER APPLICATIONS

(F.D.O.T. INDEX NO. 103, LATEST EDITION)

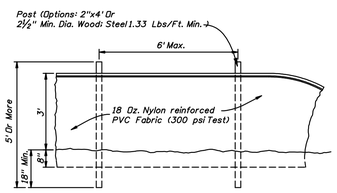
FLOATING TURBIDITY BARRIER DETAIL
NOT TO SCALE



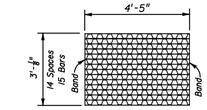
Note:
Turbidity barriers for flowing streams and tidal creeks may be either floating, or staked types or any combinations of types that will suit site conditions and meet erosion control and water quality requirements. The barrier type(s) will be at the Contractor's option unless otherwise specified in the plans, however payment will be under the pay items(s) established in the plans for Floating Turbidity Barrier and/or Staked Turbidity Barrier. Posts in staked trubidity barriers to be installed in vertical position unless otherwise directed by the Engineer.

GENERAL NOTES

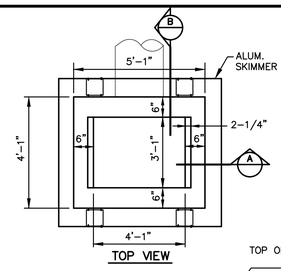
1. *Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.*
2. *Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.*



STAKED TURBIDITY BARRIER



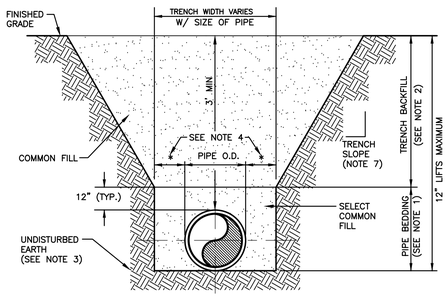
TYPE D
Straight Bars 2"x¼"
Retaining Bars 1¼"x⅜"
Bands 2"x¼"
Approx. Weight 190 Lbs.



NOTE:

* 6" THICK WALLS ARE PERMITTED, INSTEAD OF 8" THICK WALLS, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS–BUILTS.

DRAINAGE CONTROL STRUCTURE FDOT TYPE "D" INLET W/ SKIMMER
NOT TO SCALE

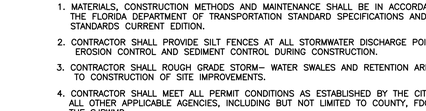


NOTES:

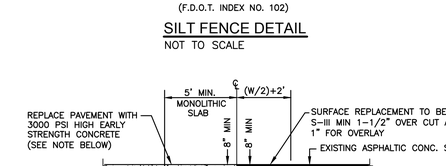
1. PIPE BEDDING: SELECT COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T–180.
2. TRENCH BACKFILL: COMMON FILL COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T–180, (98% DENSITY REQUIRED UNDER DRIVEWAYS, PAVEMENT AND STRUCTURES).
3. PIPE BEDDING UTILIZING SELECT COMMON FILL OR BEDDING ROCK IN ACCORDANCE WITH TYPE "A" BEDDING AND TRENCHING DETAIL MAY BE REQUIRED AS DIRECTED BY THE CITY.
4. (*): 15" MAX. FOR PIPE DIAMETER LESS THAN 24", AND 24" MAX. FOR PIPE DIAMETER 24" AND LARGER.
5. WATER SHALL NOT BE PERMITTED IN THE TRENCH DURING CONSTRUCTION.
6. ALL PIPE TO BE INSTALLED WITH BELL FACING UPSTREAM TO THE DIRECTION OF FLOW.
7. REFER TO OSHA REQUIREMENTS FOR SLOPING, SHEETING AND BRACING IN EXCAVATIONS.
8. FINAL RESTORATION IN IMPROVED AREAS SHALL BE IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS OF GOVERNING AGENCIES. SURFACE RESTORATION WITHIN RIGHT–OF–WAY SHALL COMPLY WITH REQUIREMENTS OF RIGHT–OF–WAY UTILIZATION REGULATIONS AND ROAD CONSTRUCTION SPECIFICATIONS.

TYPE "B" BEDDING AND TRENCH DETAIL
NOT TO SCALE

PLAN

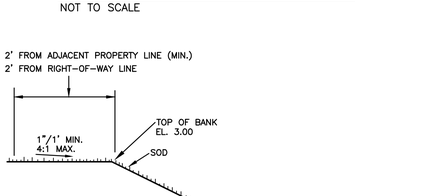


SECTION A–A



SECTION B–B

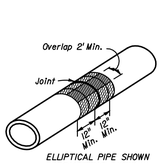
TRENCH DRAIN DETAIL
NOT TO SCALE



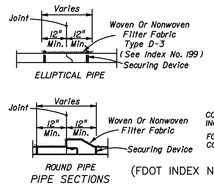
NOTES:

1. SOD IS TO BE PLACED TO BOTTOM OF DRY POND.
2. BOTTOM OF DRY POND TO BE SEEDED AND MULCHED (EXCEPT WHERE "A"–TYPE SOILS ARE PRESENT WHICH REQUIRES SODDING OF ENTIRE BOTTOM OF POND).

DRY RETENTION POND DETAIL
NOT TO SCALE



ELLIPTICAL PIPE SHOWN ISOMETRIC VIEW



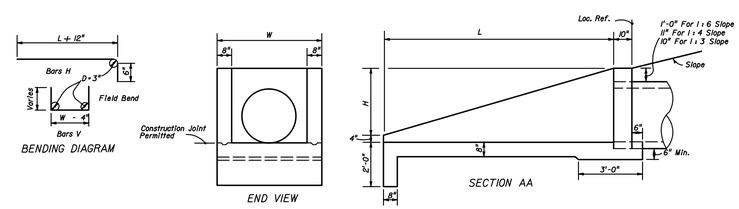
PIPE SECTIONS

COST OF FILTER FABRIC JACKET TO BE INCLUDED IN COST OF PIPE CULVERTS.

FOR ALL PIPE TYPES – CONCRETE PIPE SHOWN

(FDOT INDEX NO. 280, CURRENT EDITION)

FILTER FABRIC JACKET
NOT TO SCALE



DIMENSIONAL DETAILS

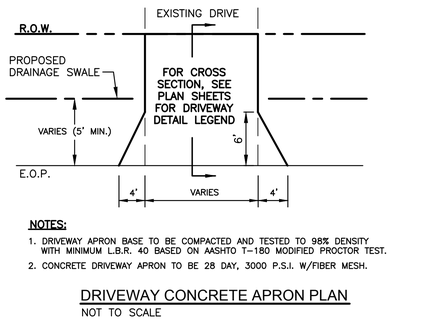
SIDE VIEWS AND BACKWALL SECTIONS
REINFORCING DETAILS

DIMENSIONS AND QUANTITIES FOR ONE U-ENDWALL							
Rate Of Slope	*Pipe Size*		*L*	*H*	*W*	*Concrete Class I Cu. Yd.*	*Reinf. Steel Lbs.*
	D	*Area Sq. Ft.*					
1:4	15"	1.23	7'-4"	2'-10"	3'-7"	1.54	64
	18"	1.77	8'-4"	2'-1"	3'-10"	1.84	71
	24"	3.14	10'-4"	2'-7"	4'-4"	2.53	92
	30"	4.91	12'-4"	3'-1"	4'-10"	3.34	124

ENDWALLS WITHOUT BAFFLES FOR 1:3, 1:4 AND 1:6 SLOPES

(F.D.O.T. INDEX NO. 261, SHEET 2 OF 3, LATEST EDITION)

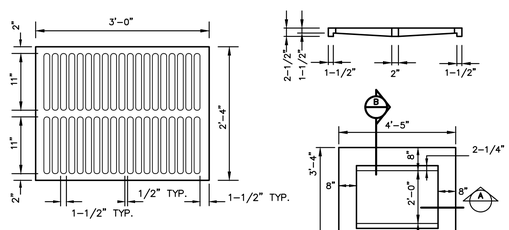
FDOT U-TYPE CONCRETE ENDWALL
NOT TO SCALE



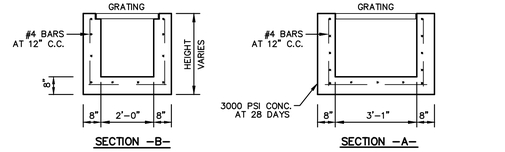
NOTES:

1. DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T–180 MODIFIED PROCTOR TEST.
2. CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 P.S.I. W/FIBER MESH.

DRIVEWAY CONCRETE APRON PLAN
NOT TO SCALE



CAST IRON GRATE
INDEX SHT. 232



NOTE:

* 6" THICK WALLS MAY BE PERMITTED, PROVIDING THAT THE INCREASED REINFORCEMENT IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 201 IS INSTALLED. THIS MUST BE REFLECTED ON THE DESIGN PLANS, SHOP DRAWINGS, AND AS–BUILTS.

(F.D.O.T. INDEX NO. 232, LATEST EDITION)

FDOT TYPE "C" INLET DETAIL
NOT TO SCALE

NO	BY	REVISIONS	DATE

QUENTIN L. HAMPTON ASSOCIATES, INC.
CONSULTING ENGINEERS
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER: 626
FAX 386 761–3977
P.O. DRAWER 290247 PORT ORANGE, FLORIDA 32129–0247 386 761–6810

CITY OF
FLAGLER BEACH
FLAGLER COUNTY, FLORIDA

PALM ISLAND SUBDIVISION
STORMWATER IMPROVEMENTS

DETAILS

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DESIGNED	DK	DATE	12–09	SCALE AS SHOWN
DRAWN	TZ	DATE	12–09	
CHECKED	DK	DATE	12–09	JOB NO. FB30
APPROVED	DK	DATE	12–09	

SHEET NO. 4 OF 4

S:\FB\FB30 Palm Circle Drainage\Cad\Design\FB30-1 DETAILS.dwg, SHEET 4 DETAILS, 1/8/2010 10:15:41 TZ

City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230
Cell 386-276-1007

Office of the City Engineer

Swale Maintenance Scope of Work

The purpose of swale maintenance is to return existing drainage ditches to their original design Configurations. Ditch maintenance shall include the removal of accumulated sediment per original ditch design to maintain the depth and slope required to convey stormwater runoff. Key tasks involve clearing vegetation and sediment, from 2" to 4", ensuring the proper line and grade for efficient water flow, managing inlets and culverts, and potentially restoring damaged banks with sod or other erosion control measures. The maximum disturbed width of sediment material shall be limited to 4' wide. Any areas with existing planting beds, gravel, or other permanent structures will be excluded from maintenance. No work will occur within any existing culverts, driveways or sidewalks.

SODDING (option 1)
A. Types: Sod may be of either St. Augustine or Argentine Bahia grass or as that disturbed, as established prior to construction. Use well matted sod with roots. When replacing sod in areas that are already sodded, use sod of the same type as the existing sod.
B. Provide sod as required in accordance with Florida Department of Transportation Specifications. Furnish sod equal to and similar in type as that disturbed. Place and water in accordance with FDOT Specifications.
C. Use sod in commercial-size rectangles, preferably 12-inch by 24-inch or larger, except where 6-inch strip sodding is called for.
D. Use sod that is sufficiently thick to secure a dense stand of live grass. Use sod that is live, fresh and uninjured at the time of planting, having a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be reasonably free of weeds and other grasses. Plant sod as soon as possible after being dug, and shade and keep moist from the time it is dug until it is planted.
E. Handle sod in a manner to prevent breaking or other damage. Do not handle by dumping from trucks or other vehicles. Use care to retain the native soil on the roots of each sod roll during stripping and handling. Sod that has been damaged by handling during delivery, storage or installation will be rejected. F. Swales: Place sod to the proper grade and cross section in all flow areas to ensure the design flow of water in the ditch. In excavating for the placement of sod, provide a minimum of 3 inches of undercut.

SEEDING (option 2)
A. Seed all unpaved areas disturbed during construction that do not require sod. Complete all seeding in conformance with FDOT Specifications Sections 570 and 981. Mulch the seeded areas in accordance with FDOT Specifications.

City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

November 24, 2025

Elected Officials

City Commission Chambers

RE: Justification for Performing Limited Swale Maintenance Instead of the Full Palm Island Drainage Improvements Project

This letter provides the engineering justification for why the City is proceeding only with swale maintenance along Palm Circle, rather than undertaking the complete capital improvement project described in the *Palm Island Drainage Improvements* report (Basin 58, Project 01).

1. The Proposed Project Is a Major Capital Improvement

The *Palm Island Drainage Improvements* report outlines a large-scale drainage upgrade involving:

- New Swale installation across private easements
- New stormwater inlets and conveyance piping
- Upsizing of the existing outfall
- Installation of curb and gutter
- Roadway reconstruction and milling
- Utility coordination and water quality enhancements
-

The total estimated cost is **$2.46 million**.
This work requires full engineering design, easement confirmation, permitting, public procurement, and dedicated capital funding.

2. Current Authorization Covers Maintenance Only

The City's currently approved work is limited to routine swale maintenance, as described in the *Scope of Work for Swale Maintenance on Palm Circle.* Tasks include:

- Removing 2–4 inches of sediment
- Clearing vegetation
- Re-establishing original ditch line and grade
- Maintaining flow within the existing swale footprint
- Avoiding all driveways, culverts, sidewalks, and permanent structures
- Restoring disturbed areas with sod or seed

The contractor's estimate (DDS Enterprises Estimate #1155) also reflects this maintenance-only scope: ditch cleaning, reshaping swales, material disposal, and sod installation.

3. Budget Limitations Restrict Work to Maintenance

The City currently has a limited budget available for Stormwater Improvements. Funding is sufficient for operational maintenance only—not for the multi-million-dollar capital project proposed in the Palm Island plan. Maintenance work:

- Restores flow using existing infrastructure
- Reduces minor flooding
- Fits within the current maintenance budget
- Does not require engineering design or capital allocation
- Can be performed immediately

4. Resident Complaints Regarding Flooding

Several residents within Palm Circle and the Palm Island Subdivision have reported localized yard flooding and drainage concerns, particularly following recent storm events. The Palm Island report acknowledges these citizen concerns.
Swale maintenance is being performed in direct response to these complaints to improve conveyance as quickly as possible.

5. Easement and Property Access Constraints

The full capital project requires use of private drainage easements for installing new swales and stormwater infrastructure. As noted in the report, these easements must be confirmed and coordinated with affected residents.

Because easement verification and acquisition have not yet been completed—and require additional time, cost, and legal processes—construction of the full improvements is not feasible at this time.

6. Maintenance Is the Appropriate Interim Action

Swale maintenance provides measurable drainage improvements, is actionable within current budget limits, and addresses resident complaints while:

- Avoiding construction-level impacts
- Avoiding easement conflicts
- Maintaining flow within existing conditions
- Preparing the area for future capital improvements

This makes maintenance the most appropriate and achievable short-term measure.

Conclusion

Due to limited budget resources, unconfirmed easement access, and the significant cost and complexity of the full Palm Island Drainage Improvements project, the City is proceeding only with swale maintenance along Palm Circle at this time. This action also responds directly to citizen complaints of localized flooding, providing an immediate improvement.

Please contact me if additional clarification or documentation is required.

Respectfully Submitted,

William H. Freeman

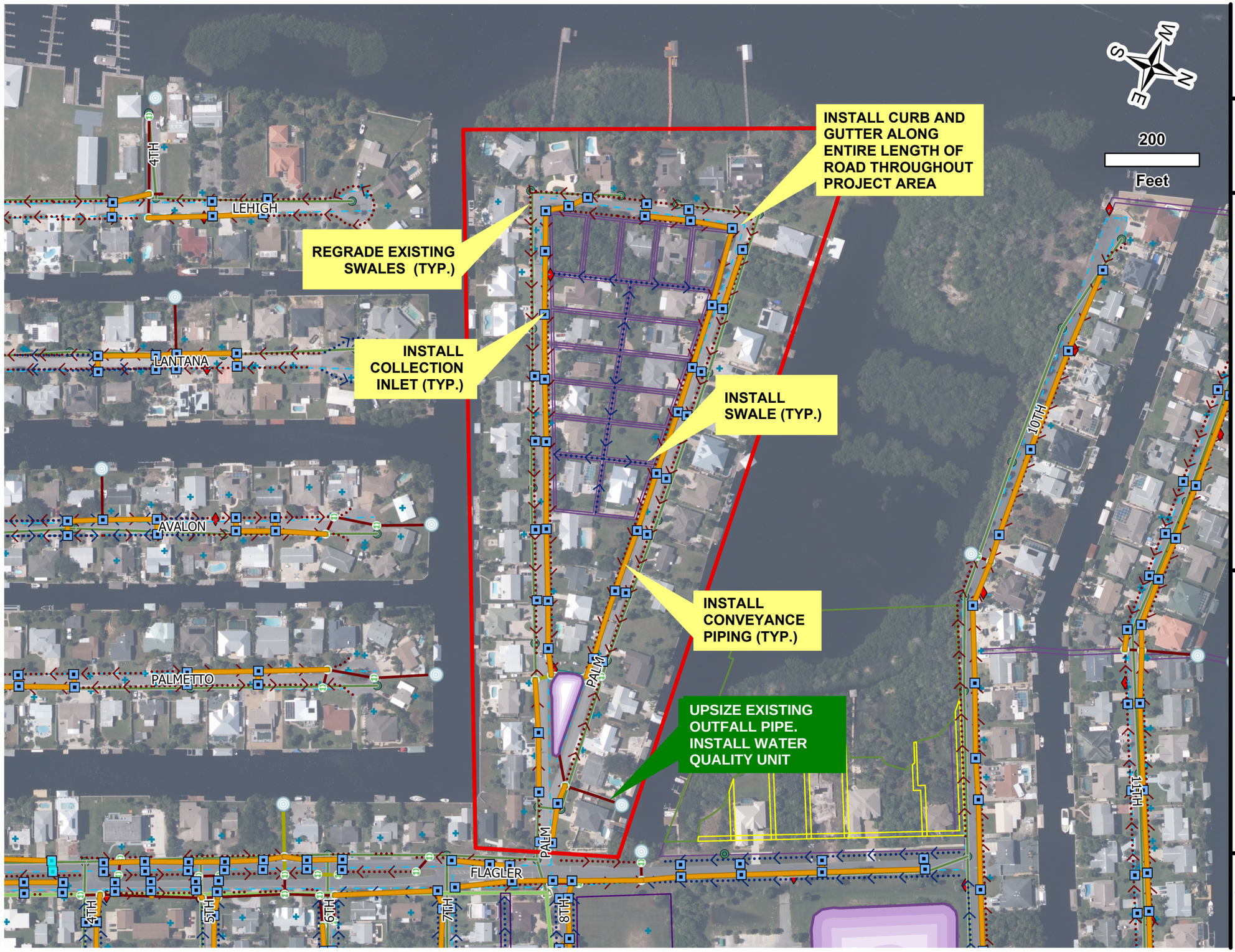
Bill Freeman
City Engineer
City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, FL 32136
O: (386) 517-2000 Ext 230
M: (386) 276-1007
bfreeman@cityofflaglerbeach.com

PALM ISLAND

BASIN 58, PROJECT 01

C:_FLAGLER_2025-07-01 GIS_2025-06-10 GIS_GIS\01005-0006\FLAGLER_BEACH_SW\FLAGLER_BEACH_SW\FLAGLER_BEACH_BASINS.aprx - 7/2/2025 - KGartman



PROJECT

Flagler Beach Stormwater Master Plan Phase 2 - July 2025

SHEET

Project 58.1

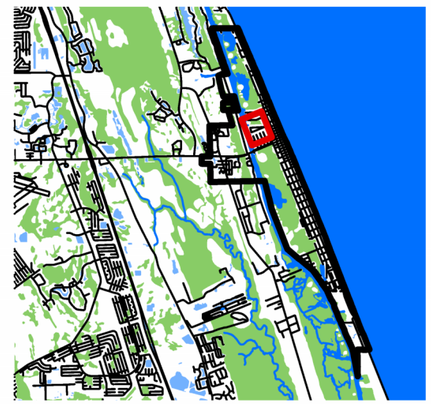
Palm Island Drainage Improvements

LEGEND

- Project Boundary 58.1
- Prop. Structures
- Prop. Pipes
- Prop. Swales
- Prop. Easements
- Ex. Stormwater Pond
- Ex. Outfall
- Ex. Storm Structure
- Ex. Swales
- Ex. 4" - 15" Pipe
- Ex. 18" - 30" Pipe
- Ex. Sewer Force Mains
- Ex. Sewer Line
- Ex. Sewer Lift Stations
- Ex. Sewer Manhole
- Ex. Water Main
- Ex. Water Line
- Ex. Fire Hydrant
- Ex. Water Meter
- Ex. Water Valve
- Easement: Drainage
- Easement: City Property
- Easement: Conservation
- Easement: Common Area
- Easement: Utility

Notes: 1. Not a survey map.

VICINITY



McKIM&CREED
ENGINEERS SURVEYORS PLANNERS
1301 North Palafox St, Ste 200, Pensacola, FL 32501
P: 850-994-9503 | W: www.mckimcreed.com

PALM ISLAND DRAINAGE IMPROVEMENTS

BASIN 58, PROJECT 01

PROJECT LOCATION

The project area is in the northeast part of the City, encompassing the Palm Island Subdivision. Included in the area is Palm Circle.

PROJECT SUMMARY

This project proposes the installation of swales within existing drainage easements on private property to improve localized stormwater flow and reduce yard flooding. It also includes new stormwater inlets and conveyance pipes, upsizing of the existing outfall pipe to increase system capacity, and curb and gutter installation in areas where they are currently lacking. To support long-term functionality and system performance, maintenance of existing swales and an existing stormwater pond is also included—enhancing both drainage efficiency and water quality.

SCORING CRITERIA

Criteria	Raw Score	Weight	Weighted Score
A. Existing Risks	2	10%	0.20
B. Project Implementation Complexity	4	10%	0.40
C. Benefit-Cost Ratio	2	10%	0.20
D. Community Recognized Issue	2	10%	0.20
E. Infrastructure & Capacity for Future Needs	2	5%	0.10
F. Special Funding Availability	3	5%	0.15
G. Water Quality	4	5%	0.20
H. Environmental Enhancements	1	5%	0.05
I. Estimated Probable Cost	3	20%	0.60
J. Structural Flood Reduction Benefit	4	20%	0.80

Total Score	2.90
Rank	4

UNIQUE CIRCUMSTANCES

This project proposes tying into existing structures which convey stormwater to an existing stormwater pond. This project will require the confirmation and utilization of existing easements for the installation of swales. Several residents in this area have expressed concern based on past storm events.

ESTIMATED PROJECT COST	$2,466,240.24

PROJECT VICINITY

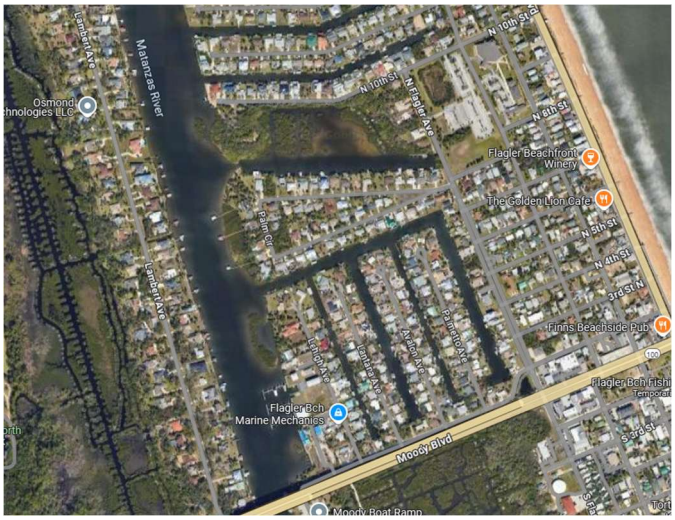


Image captured from Google Maps

McKIM&CREED ENGINEERS SURVEYORS PLANNERS

Project: 58.1

PALM ISLAND DRAINAGE IMPROVEMENTS

Engineer's Conceptual Opinion Of Probable Implementation Costs

CONSTRUCTION / IMPLEMENTATION COSTS						
Item	FDOT Pay Item No.[1]	Description	Units	Unit Cost	Quantity	Total
1	-	PROPERTY / EASEMENT ACCESS & RESTORATION	EA	$7,500.00	0	$0.00
2	-	UTILITY COORDINATION (PROTECTION, RELOCATION, ADJUSTMENT)	%	$20,552.00	3	$61,656.01
3	101-1	MOBILIZATION	%	$14,281.00	±8	$115,000.00
4	102-1	MAINTENANCE OF TRAFFIC	%	$14,281.00	±5	$72,000.00
5	104-1	PREVENTION, CONTROL, ABATEMENT OF EROSION AND WATER POLLUTION	%	$14,281.00	±5	$72,000.00
6	-	DEWATERING & TURBIDITY CONTROLS	%	$14,281.00	±7	$100,000.00
7	0104-10-3	SEDIMENT BARRIER[2]	LF	$2.50	3090	$7,725.00
8	0110-1-1	CLEARING & GRUBBING[2]	AC	$55,000.00	0.00	$0.00
9	0110-4-10	REMOVAL OF EXISTING CONCRETE[2]	SY	$46.00	1101	$50,646.00
10	0110-7-1	MAILBOX, F&I SINGLE[2]	EA	$350.00	79	$27,650.00
11	0120-1	REGULAR EXCAVATION	CY	$14.00	0	$0.00
12	0120-5	CHANNEL EXCAVATION	CY	$27.00	58	$1,566.00
13	0160-4	TYPE B STABILIZATION[2]	SY	$8.40	3433	$28,837.20
14	0285705	OPTIONAL BASE, BASE GROUP 05[2]	SY	$18.00	3433	$61,794.00
15	0327-70-6	MILLING EXISTING ASPHALT PAVEMENT, 1 1/2" AVG DEPTH[2]	SY	$3.60	3433	$12,358.80
16	0334-1-13	SUPERPAVE ASPHALTIC CONC, TRAFFIC C[2]	TN	$150.00	374	$56,100.00
17	-	PROPOSED STORMWATER PIPES[3]	LF	$160.00	3090	$494,400.00
18	-	PROPOSED STORMWATER STRUCTURES[4]	EA	$7,800.00	39	$304,200.00
19	-	OUTFALL PIPES[5]	LF	$280.00	129	$35,000.00
20	-	MITERED END SECTIONS[6]	EA	-	0	$0.00
21	-	EXFILTRATION SYSTEM	CF	$20.00	0	$0.00
22	-	WATER QUALITY UNIT	CFS	$3,000.00	±49	$147,000.00
23	0440-1-10	UNDERDRAIN, TYPE I	LF	$45.00	259	$11,655.00
24	0520-1-10	MIAMI CURB & GUTTER	LF	$50.00	1239	$61,950.00
25	0522-2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK[2]	SY	$110.00	1101	$121,110.00
26	0530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	$140.00	26	$3,640.00
27	0570-1-2	PERFORMANCE TURF, SOD	SY	$4.30	574	$2,468.20
				SUB-TOTAL CONSTRUCTION COST:		$1,787,100.20
				INCIDENTALS @ 15%:		$268,100.00
				CONCEPTUAL OPINION OF CONSTRUCTION COSTS:		**$2,055,200.20**
SOFT COSTS						
1	-	PROFESSIONAL SERVICES	%	$20,552.00	11	$226,072.02
2	-	SPECIAL SERVICES	%	$20,552.00	6	$123,312.01
3	-	PROPERTY / EASEMENT ACQUISITION	EA	$2,500.00	0	$0.00
				SUB-TOTAL SOFT COSTS:		**$411,040.04**
				CONCEPTUAL GRAND TOTAL:		**$2,466,240.24**

NOTES:

1 Unit costs for FDOT pay items adapted from twelve month rolling averages (March 2024 to February 2025) for Market Area 07 and Statewide data.

2 Based on a "typical" 1,000 linear feet segment of stormwater infrastructure installation within City right-of-way. Refer to Cost Estimation Approach section in Phase 2 Report.

3 Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 18" to 24"S/CD.

4 Unit costs generally represent average of FDOT pay itmes for INLETS, DT BOT, TYPE C,<10'; and INLETS, GUTTER, TYPE S, <10' & MANHOLES, P-7, <10'.

5 Unit costs generally represent average of FDOT pay itmes for PIPE CULVERT,OPTIONAL MATERIAL,ROUND, 24" to 48"S/CD.

6 Unit costs generally represent average of FDOT pay itmes for MITERED END SECTION, OPTIONAL ROUND, 18" to 48" SD.

ESTIMATE

DDS Enterprises LLC
463 Shaw Lake Rd
Pierson, FL 32180

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

Bill to
Justin Isaacs
City of Flagler Beach
800 S Daytona Av
Flagler Beach, Florida 32136

Estimate details
Estimate no.: 1155
Estimate date: 09/23/2025

#	Product or service	Description	Qty	Rate	Amount
1.	**Regular Excavation**	Ditch Cleaning/Reshaping	2265	$25.00	$56,625.00
2.	**Performance Turf, Sod**	St Augustine Sod	9060	$0.99	$8,969.40
3.	**As-Built Survey**	As-Built	1	$5,000.00	$5,000.00
4.	**Watering of new sod**	Initial Water of Sod	1	$850.00	$850.00

Total **$71,444.40**

Note to customer

Excavate material from ditches along Palm Circle. Remove and dispose of material at City Facility. Shape swales for positive flow of water. Install St. Augustine Grass in excavated area.

Accepted date **Accepted 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 Swale Maintenance on Palm Circle (hereinafter referred to as the "Project"); and

WHEREAS, on 9/23/2025, 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 Swale Maintenance on Palm Circle.

Site means Palm Circle.

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 Swale Maintenance on Palm Circle, 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 Seventy-One thousand, Four Hundred and Forty-Four Dollars and Forty Cents *($ 71,444.40)* (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: $250 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

Signature

nicholas shephard

Print

VP

Title

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF VOLUSIA

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☑

this 7th day of NOVEMBER 2025

Personally Known ☐ *OR* Produced identification ☑

Type of Identification Produced: LICENSE

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

Deborah J. LeBlanc
Notary Public
State of Florida
Comm# HH509403
Expires 4/5/2028

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: Nick Shephard

Address: 463 Shaw Lake Rd

City: Pierson 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: _____
AUTHORIZED SIGNATURE

Print Name and Title: Nick Shephard

Date: 11/7/25

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-96. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving the purchase of Sanitary Sewer Manhole Structural Rehabilitation and Repair Services from Engineered Spray Solutions, LLC, through a Piggyback Agreement Utilizing JEA Contract No. JEA11199; Authorizing the City Commission to execute all necessary documents; and providing an effective date.

Background:

The City's sanitary sewer system includes manholes, many of which exhibit corrosion, infiltration, and structural degradation. These conditions allow groundwater infiltration and increase treatment costs. Rehabilitating the manholes extends service life and improves system reliability. The list of manhole locations proposed for improvements is included as part of the supporting documentation.

JEA (a northeast Florida community utility provider) competitively bid and awarded Contract No. JEA11199 to Engineered Spray Solutions, LLC ("ESS") for similar rehabilitation work, including surface preparation, chemical grouting, and epoxy/polyurea/polyurethane structural coating applications. The contract's pricing and specifications meet the City's technical needs.

Fiscal Impact:

Funding for this project is available in the FY2026 Wastewater Capital Improvement Budget. The total project authorization requested is $76,300.00.

Staff Recommendation:

Staff recommends approval of Resolution 2025-96, approving the use of JEA Contract No. JEA11199 with Engineered Spray Solutions, LLC for manhole rehabilitation services, and authorizing the City Commission or designee to execute the necessary documents.

Attachments:

1. 2025-96 Manholes
2. Proposed Manhole Improvements
3. City of Flagler Beach 20R&C Proposal _SWC_R1

4. Flagler Beach 20 R&C Work up
5. Contract number JEA11199 titled Sanitary Sewer Manhole Structural Rehabilitation and Repair_signed

RESOLUTION 2025-96

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE PURCHASE OF SANITARY SEWER MANHOLE STRUCTURAL REHABILITATION AND REPAIR SERVICES FROM ENGINEERED SPRAY SOLUTIONS, LLC, THROUGH A PIGGYBACK AGREEMENT UTILIZING JEA CONTRACT NO. JEA11199; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, JEA (Jacksonville Electric Authority) competitively solicited and awarded Contract No. JEA11199, entitled "Sanitary Sewer Manhole Structural Rehabilitation and Repair," to Engineered Spray Solutions, LLC ("ESS") on October 1, 2022; and,

WHEREAS, the JEA contract provides for inspection, surface preparation, structural lining, and rehabilitation of sanitary sewer manholes, including chemical grouting and epoxy/polyurea/polyurethane coatings; and,

WHEREAS, the JEA contract was competitively bid in compliance with Florida public procurement laws and is available for use by other governmental entities through cooperative purchasing or "piggybacking"; and,

WHEREAS, the City of Flagler Beach maintains a wastewater collection system that includes numerous manholes in need of structural rehabilitation and corrosion protection; and,

WHEREAS, City staff have determined that piggybacking the JEA contract with Engineered Spray Solutions, LLC will provide cost-effective pricing and timely completion of necessary rehabilitation work without the delay of issuing a separate bid; and,

WHEREAS, the total estimated cost of the rehabilitation work, based on the unit pricing provided in JEA Contract No. JEA11199 and the City's identified manhole list, is not to exceed $76,300.00, as funded in the City's FY2025 Wastewater Capital Improvement Program.

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

SECTION 1. The "WHEREAS" clauses set forth above are hereby adopted and incorporated herein as legislative findings of the City Commission.

SECTION 2. The City Commission hereby approves the use of JEA Contract No. JEA11199 between JEA and Engineered Spray Solutions, LLC, and authorizes the City to purchase manhole rehabilitation and repair services under the same terms, conditions, and pricing schedule as the original contract, in an amount not to exceed $76,300.00.

SECTION 3. The City Manager is hereby authorized to execute all necessary documents, task orders, and purchase orders to implement this Resolution on behalf of the City of Flagler Beach.

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. 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 6. This Resolution shall become effective upon execution.

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

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Manhole #	Address	Location
1	2647 Annette St.	Dirt Road
2	2659 Annette St.	Dirt Road
3	S. 2120 Alley 22nd/21st between D/F	Grass
4	S. 21st between D/F	Asphalt
5	S. 2023 Alley between D/F	Dirt Road
6	S. 20th next to L. S	Grass
7	S. 1919 Alley between D/F	Dirt Road
8	S. 1835 Alley between D/F	Grass
9	S. 19th Between D/F	Asphalt
10	S. 1835 Alley between D/F	Grass
11	S. 1801 Alley between D/F	Grass
12	S. 1720 Alley between D/F	Dirt Road
13	S. 17th st. between D/F	Asphalt
14	S. 1619 Alley between D/F	Dirt Road
15	N. 720 Daytona Ave	Dirt Road
16	N. 316 7th st.	Asphalt
17	422 Palm Dr.	Dirt Road
18	153 Lehigh Ave.	Dirt Road
19	344 N. 11th and Daytona	Asphalt
20	168 Avalon Ave.	Dirt Road

ENGINEERED SPRAY SOLUTIONS
AN ALLCLEAR COMPANY

1306 Banana Road, Lakeland, Florida 33810
Local Phone • 863-859-3889
Toll Free • 800-329-3889

November 5, 2025

To: City of Flagler Beach
2000 Ave A
Flagler Beach, Fl, 32136

Project: City of Flagler Beach – 20 manholes for frame and cover replacements.

Scope of Work:

- Twenty (20) total manholes to have the frame and covers replaced. Sixteen (16) are located in grass, four (4) are located in concrete/asphalt.
- Mobilize competent crew of three to four (3-4) and capable equipment to the Flagler Beach, FL project site.
- 5,000 psi high pressure water cleaning of the concrete surface within host manhole.
- Repair chimney as needed.
- Utilize Euclid V100 high strength profile cement for proper surface rebuilding.
- Replace the frame and cover as provided by the city.
- It is estimated three to five (3-5) days are required to complete the work, additional days may be necessary.

Included: ESS professional crew and equipment.

Exclusions: By-passing of any wastewater, dewatering, bonding.

Notes: Zero (0) gallons of 355 1K chemical grout for water stop is accounted for in this proposal. However, chemical grout for water stop if required beyond zero (0) gallons, will be invoiced at $125.00/gallon with approved change order. Standby of crew for situations beyond our control could result in additional charges. Any items not included in the above Scope of Work are considered excluded and would be completed only by approved change order. Project is bid based on standard daylight work hours. Balance is due upon completion. Proposal price is valid for 30 days.

City of Flagler Beach- Twenty (20) Frame and Cover Replacement

Manholes in the grass- 3,775.00/EA -	**16/EA $60,400.00**
Manholes in concrete/asphalt- $3,975.00/EA-	**4/EA $15,900.00**

Project- Total: $76,300.00

Respectfully Submitted,

Shane Castro

Shane Castro
Business Development Manager
863-308-0110
scastro@ess-1.net

It is mutually understood that in undertaking to correct/repair conditions present, other conditions that were hidden may become known. Such consequences will be beyond ESS's control, and ESS assumes no responsibility for such consequences. ESS will, however, use its best skills and experience to avoid or minimize them. The owner assumes responsibility for any hazardous waste uncovered at this site.

1. The *buyer* has furnished pre-bid information used in planning the work covered in this proposal to ESS, and ESS assumes no responsibility for its accuracy. If the conditions are not in accordance with the information furnished to ESS by the *buyer* or others, the recommended procedures and scope of work in this proposal may not apply. The *buyer* will reimburse any additional expenses incurred by ESS as a result of this difference to ESS.

2. Any items of work not specifically included in this proposal shall not be the responsibility of ESS. Any alteration or deviation from the attached or referenced specifications, involving extra costs will be executed only upon written orders, and will become an extra charge over and above this proposal. All agreements are contingent upon strikes, accidents, or delays beyond our control.

3. It is mutually agreed that ESS shall retain all rights conferred upon it by the lien statutes of any State, Federal, or Territorial Government and will exercise lien rights if necessary. If ESS is not paid when required by this contract, interest of 1.5% will be charged per month. If the delinquent amount is referred to an attorney for collection, the buyer will pay all costs of collection including reasonable attorney fees and court costs. Should any legal action be required as a result of this contract, venue for such action shall be Polk County, Florida.

4. Our proposal is based on carrying out the work in a continuous manner during regular working hours. Should our work be delayed or interrupted for any reason beyond our control we will be compensated for standby of the crew and equipment.

5. If conditions beyond ESS's control make it impossible for us to render performance as specified, and buyer elects to terminate the contract, ESS will be entitled to a cancellation charge for any job set-up, in addition to reimbursement in full for all of ESS's costs (including labor, materials, and overhead), plus reasonable profit for all work performed to date of written notification by the buyer.

6. By executing this contract, owner agrees that all vendor requirements, including but not limited to pre- qualification, insurance, W-9, etc., have been adequately met.

1410804046 Appendix B - Bid Workbook for Flagler Beach 20 Ring and Covers

Spec No. column values beginning with "2" refer to a paragraph in the solicitation.
Spec No. column values beginning with "9" refer to SPECIAL CONDITION ITEM 900 SERIES in Appendix A - Technical Specifications.

				Company name	Engineered Spray Solutions LLC	
Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Annual Extended Price
1		0.00	EA	Mobilization (per 8-10- Manholes)	$12,500.00	$0.00
2		0.00	SF	Surface Preparation - Existing Fiberglass liner	$12.00	$0.00
3		0.00	SF	Removal of Existing Epoxy or Polyurea Liners	$38.00	$0.00
4		0.00	EA	Bench and Invert Channel Repair	$1,450.00	$0.00
5		0.00	GAL	Chemical Grouting Sealing	$195.00	$0.00
6		0.00	EA	Install/Replace Inside Drop System, <=8"	$1,200.00	$0.00
7		0.00	EA	Install/Replace Inside Drop System, >=10"	$1,600.00	$0.00
8		0.00	SF	Installing Corrosion Inhibiting Coating on New Manhole	$44.00	$0.00
9		0.00	SF	Installing Corrosion Inhibiting Coating on Existing Manhole	$56.00	$0.00
10		0.00	SF	Install Polyurethane Structural Coating, Minimum Thickness 250 mil base	$80.00	$0.00
11		0.00	SF	Install Polyurethane Structural Coating, Additional 0.125-in of thickness	$18.00	$0.00
12		0.00	EA	Manhole Inspection Level 2 with 3D scan and imagery	$325.00	$0.00
				Cash Allowances		
		16.00	EA	Ring and Cover in Grass	$3,775.00	$60,400.00
		4.00	EA	Ring and Cover in Asphalt	$3,975.00	$15,900.00
		0.00	LS	Miscellaneous Allowance	$100,000.00	$0.00
				SubTotal Bid Price		**$76,300.00**
				Bond at 1.5%		
				Total		**$76,300.00**

CONTRACT
BETWEEN
JEA
AND
ENGINEERED SPRAY SOLUTIONS, LLC.
JEA CONTRACT # JEA11199

THIS CONTRACT is made and entered into as of the 1st day of October, 2022 (the "**Effective Date**") by and between **JEA**, a body politic and corporate in the City of Jacksonville, Florida ("**JEA**") and, **ENGINEERED SPRAY SOLUTIONS, LLC.**, a Florida Limited Liability Company authorized to conduct business in the state of Florida with its principal address at 1306 BANANA RD, LAKELAND, Florida, 33810, United States ("**Company**")**.**

WHEREAS, JEA issued a Solicitation 1410804046 for **"Sanitary Sewer Manhole Structural Rehabilitation and Repair"**, as amended by Addendum Number One dated August 18, 2022, and Addendum Number Two dated September 02, 2022 (the "**Solicitation**"); and

WHEREAS, based on Company's response to the Solicitation (the "**Response**"), on **October 06, 2022**, JEA's Awards Committee awarded a contract to Company to provide certain services to JEA as described in the Solicitation (the "**Work**");

NOW THEREFORE, in consideration of the mutual covenants contained below, JEA and Company agree as follows:

1. **Engagement and Performance of Work**. JEA engages Company to perform the Work, and Company shall perform the Work in accordance with the terms and conditions of this Contract.

2. **Compensation**. JEA shall pay the Company for the Work in accordance with the terms of the Solicitation and the pricing attached to this Contract as **Exhibit A**.

3. **Maximum Indebtedness**. JEA's maximum indebtedness for all fees, costs, expenses and all other amounts payable under this Contract shall be a fixed monetary amount not-to-exceed **Four Million and 00/100 Dollars ($4,000,000.00)**.All amounts payable under this Contract are contingent upon the existence of lawfully appropriated funds therefor.

4. **Term**. The term of this Contract shall commence on the Effective Date and shall continue through **September 30, 2025**, unless sooner terminated in accordance with the terms of the Solicitation. JEA shall have the right, in its sole discretion, to renew this Contract for up to two (2) additional terms of one (1) year(s) each.

5. **Contract Documents**. This Contract consists of the following documents which are incorporated by reference as if fully set forth herein and which, in case of conflict, shall have priority in the order listed below:

- This document (including all attachments and exhibits hereto), as modified by any subsequently signed amendments
- Any Addenda to the Solicitation issued by JEA
- The Solicitation as originally issued by JEA, including all amendments, technical specifications, appendices and exhibits thereto
- JEA Purchase Order
- The Response, provided, however, that any terms in the Response that are inconsistent with the Solicitation shall not be included in this Contract, unless expressly agreed to in writing by JEA

6. Notices.
All notices under this Contract shall be in writing and shall be delivered by email (delivery receipt requested), certified mail (return receipt requested), or by other delivery with receipt to the following:

As to JEA:

JEA
21 W. Church Street
Jacksonville, Florida 32202
Attn: Justin B. Sencer

and to:

JEA
21 W. Church Street, CC-6
Jacksonville, Florida 32202
Attn: Heather Beard, Procurement Contract Administration
bearhb@jea.com

As to the Company:
ENGINEERED SPRAY SOLUTIONS LLC
1306 BANANA RD, LAKELAND, Florida, 33810, United States
Attn: JIM COLLIER
Email: jcollier@ess-1.net

7. Authority. Company represents and warrants to JEA that Company has full right and authority to execute and perform its obligations under this Contract, and Company and the person(s) signing this Contract on Company's behalf represent and warrant to JEA that such person(s) are duly authorized to execute this Contract on Company's behalf without further consent or approval by anyone. Company shall deliver to JEA promptly upon request all documents reasonably requested by JEA to evidence such authority.

8. Entire Agreement. This Contract constitutes the entire agreement between the parties hereto for the Work to be performed and furnished by the Company. No statement,

representation, writing, understanding, agreement, course of action or course of conduct, made by either party or any representative of either party, which is not expressed herein shall be binding. Company may not unilaterally modify the terms of this Contract by affixing additional terms to materials delivered to JEA (e.g., "shrink wrap" terms accompanying or affixed to a deliverable) or by including such terms on a purchase order or payment document. Company acknowledges that it is entering into this Contract for its own purposes and not for the benefit of any third party.

9. **Amendments**. All changes to, additions to, modifications of, or amendment to this Contract, or any of the terms, provisions and conditions hereof, shall be binding only when in writing and signed by the authorized officer, agent or representative of each of the parties to this Contract.

10. **Counterparts**. This Contract, and all amendments hereto, may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. This Contract may be delivered by facsimile or by email transmittal of a PDF image, and such facsimile or PDF counterparts shall be valid and binding on JEA and Company with the same effect as if original signatures had been exchanged.

[Remainder of page left blank intentionally. Signature page follows immediately.]

IN WITNESS WHEREOF, JEA and Company have duly executed this Contract as of the Effective Date.

JEA:

JEA
Signature:
Signed on Oct 19,2022 | 19:18:41 (GMT -5:00)

Email:	gleejs@jea.com
Name:	Jenny McCollum
Title:	Director, Procurement Services
Date:	Oct 19,2022 | 19:18:41 (GMT -5:00)

WITNESS:

JEA
Signature:
Jessica Talley
Signed on Oct 10,2022 | 13:47:34 (GMT -5:00)

Email:	talljb@jea.com
Name:	Jessica Talley
Title:	Contracts Assistant
Date:	Oct 10,2022 | 13:47:34 (GMT -5:00)

COMPANY:

ENGINEERED SPRAY SOLUTIONS, LLC
Signature:
JIM COLLIER
Signed on Oct 10,2022 | 13:37:40 (GMT -5:00)

Email:	JCOLLIER@ESS-1.NET
Name:	JIM COLLIER
Title:	Authorized Representative
Date:	Oct 10,2022 | 13:37:40 (GMT -5:00)

FORM APPROVED:

JEA
Signature:
Rebecca Lavie
Signed on Oct 19,2022 | 18:49:42 (GMT -5:00)

Email:	lavirc@jea.com
Name:	Rebecca Lavie
Title:	Assistant General Counsel
Date:	Oct 19,2022 | 18:49:42 (GMT -5:00)

Exhibit A

Appendix B - Bid Forms
1410804046 Sanitary Sewer Manhole Structural Rehabilitation and Repair

Submit the Bid electronically as described in section 1.1.3 of the Solicitation.

Company Name: Engineered Spray Solutions LLC

Company's Address: 1306 Banana Road, Lakeland Florida 33810

License Number: CGC 1504067

Phone Number: 863-577-4821 FAX No: Email Address: jcollier@ess-1.net

BID SECURITY REQUIREMENTS
- ☐ None required
- ☒ Certified Check or Bond (Five Percent (5%)

TERM OF CONTRACT
- ☐ One Time Purchase
- ☐ Annual Requirements
- ☒ Other, Specify - Project Completion

SAMPLE REQUIREMENTS
- ☒ None required
- ☐ Samples required prior to Bid Opening
- ☐ Samples may be required subsequent to Bid Opening

SECTION 255.05, FLORIDA STATUTES CONTRACT BOND
- ☐ None required
- ☒ Bond required 100% of Bid Award

QUANTITIES
- ☐ Quantities indicated are exacting
- ☒ Quantities indicated reflect the approximate quantities to be purchased Throughout the Contract period and are subject to fluctuation in accordance with actual requirements.

INSURANCE REQUIREMENTS

Insurance required

PAYMENT DISCOUNTS
- ☒ 1% 20, net 30
- ☐ 2% 10, net 30
- ☐ Other
- ☐ None Offered

ENTER YOUR BID FOR SOLICITATION 1410804046	TOTAL BID PRICE
Total Bid Price (enter total from cell H23 in the Bid Workbook)	**$28,753,050.00**

☒ **I have read and understood the Sunshine Law/Public Records clauses contained within this solicitation. I understand that in the absence of a redacted copy my proposal will be disclosed to the public "as-is".**

BIDDER CERTIFICATION

By submitting this Bid, the Bidder certifies that it has read and reviewed all of the documents pertaining to this Solicitation, that the person signing below is an authorized representative of the Bidding Company, that the Company is legally authorized to do business in the State of Florida, and that the Company maintains in active status an appropriate contractor's license for the work (if applicable). The Bidder also certifies that it complies with all sections (including but not limited to Conflict Of Interest and Ethics) of this Solicitation.

We have received addenda

___1___ through ___2___

Handwritten Signature of Authorized Officer of Company or Agent — Date: 9/13/22

James J Collier
Printed Name and Title

1410804046 Appendix B - Bid Workbook

Sanitary Sewer Manhole Structural Rehabilitation and Repair

(Only complete the Prices in Yellow Cells)

Spec No. column values beginning with "2" refer to a paragraph in the solicitation.
Spec No. column values beginning with "9" refer to SPECIAL CONDITION ITEM 900 SERIES in Appendix A - Technical Specifications.

Company name: **Engineered Spray Solutions LLC**

Item No.	Spec No.	Est. Qty.	Unit	Description	Unit Price	Annual Extended Price	3 Year Extended Price
1	**901**	45	EA	Mobilization	$12,500.00	$562,500.00	$1,687,500.00
2	**902**	4,000	SF	Surface Preparation - Existing Fiberglass liner	$12.00	$48,000.00	$144,000.00
3	**903**	13,000	SF	Removal of Existing Epoxy or Polyurea Liners	$38.00	$494,000.00	$1,482,000.00
4	**904**	120	EA	Bench and Invert Channel Repair	$1,450.00	$174,000.00	$522,000.00
5	**905**	2,235	GAL	Chemical Grouting Sealing	$195.00	$435,825.00	$1,307,475.00
6	**906**	55	EA	Install/Replace Inside Drop System, <=8"	$1,200.00	$66,000.00	$198,000.00
7	**906**	20	EA	Install/Replace Inside Drop System, >=10"	$1,600.00	$32,000.00	$96,000.00
8	**907**	4,000	SF	Installing Corrosion Inhibiting Coating on New Manhole	$44.00	$176,000.00	$528,000.00
9	**907**	7,000	SF	Installing Corrosion Inhibiting Coating on Existing Manhole	$56.00	$392,000.00	$1,176,000.00
10	**908**	54,000	SF	Install Epoxy, Polyurea or Polyurethane Structural Coating, Minimum Thickness	$80.00	$4,320,000.00	$12,960,000.00
11	**908**	63,000	SF	Install Epoxy, Polyurea or Polyurethane Structural Coating, Additional 0.125-in of thickness	$36.00	$2,268,000.00	$6,804,000.00
12	**909**	357	EA	Manhole Inspection Level 2 with 3D scan and imagery	$325.00	$116,025.00	$348,075.00
				Cash Allowances			
	910	1	LS	Bypass Pumping Service Allowance	$200,000.00	$200,000.00	$600,000.00
	911	1	LS	Maintenance of Traffic Allowance	$200,000.00	$200,000.00	$600,000.00
	2.14.4	1	LS	SWA Allowance	$100,000.00	$100,000.00	$300,000.00

Total Bid Price (transfer total to Page 1 Appendix B - Bid Form) **$28,753,050.00**

CERTINAL eSign

Final Audit Report

Contract number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Audit Summary for Contract number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Report Time
10/19/2022 | 23:18:47 (GMT)

Agreement Name
Contract number JEA11199, titled Sanitary Sewer Manhole Structural Rehabilitation and Repair

Document Created Time
10/10/2022 | 13:48:51 (GMT)

Document Created By
Jessica Talley (talljb@jea.com)

Document Sent Time
10/10/2022 | 13:48:51 (GMT)

Transaction ID
b93df536-ad22-414b-916d-3c32bf8ed116

Documents
1665409712285.pdf

Recipients
JIM COLLIER (JCOLLIER@ESS-1.NET), Jessica Talley (talljb@jea.com), Rebecca Lavie (lavirc@jea.com), Jenny McCollum (gleejs@jea.com)

Document Status
Completed

Document Status Action Time
10/19/2022 | 23:18:47 (GMT)

Number of Signatures
4

Number of Initials
0

Number of Stamps
0

Number of Pages in Document
7

CC Users

Audit Events

- Document created by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 13:48:51 (GMT)	207.211.63.71	-	-	-

- Document emailed by Jessica Talley (talljb@jea.com) via API integration user Heather Beard (bearhb@jea.com)
  Sent to - JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 13:48:56 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:09:28 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:09:28 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:37:40 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Document eSigned by JIM COLLIER (JCOLLIER@ESS-1.NET)
  Signature Method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:37:40 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:37:45 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:37:45 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Document emailed
  Sent to - Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:37:49 (GMT)	-	-	-	-

- Email link authenticated by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:37:51 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Document viewed by JIM COLLIER (JCOLLIER@ESS-1.NET)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:37:51 (GMT)	97.78.136.234	-	Chrome 106	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:47:23 (GMT)	12.139.123.91	-	Chrome 105	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:47:24 (GMT)	12.139.123.91	-	Chrome 105	Windows 10

- Email link authenticated by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:47:27 (GMT)	54.165.109.22	-	Chrome 105	Windows 10

- Document viewed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:47:28 (GMT)	54.165.109.22	-	Chrome 105	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:47:35 (GMT)	12.139.123.91	-	Chrome 105	Windows 10

- Document eSigned by Jessica Talley (talljb@jea.com)
  Signature Method - Signature Typed (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:47:35 (GMT)	12.139.123.91	-	Chrome 105	Windows 10

- Document emailed
  Sent to - Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/10/2022 | 17:47:42 (GMT)	-	-	-	-

- Reminder mail sent to Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/13/2022 | 22:48:34 (GMT)	-	-	-	-

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:44:41 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:44:42 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:44:47 (GMT)	23.21.227.46	-	Chrome 104	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:44:47 (GMT)	23.21.227.46	-	Chrome 104	Windows 10

- Email link authenticated by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:45:24 (GMT)	64.120.28.53	-	Chrome 104	Windows 10

- Document viewed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:45:26 (GMT)	64.120.28.53	-	Chrome 104	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Rebecca Lavie (lavirc@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:49:42 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Document eSigned by Rebecca Lavie (lavirc@jea.com)
  Signature Method - Signature Typed

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:49:42 (GMT)	12.139.123.91	-	Chrome 104	Windows 10

- Document emailed
  Sent to - Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 22:49:52 (GMT)	-	-	-	-

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:17:00 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:17:00 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:17:04 (GMT)	52.73.188.4	-	Chrome Mobile 106	iOS 16

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:17:04 (GMT)	52.73.188.4	-	Chrome Mobile 106	iOS 16

- Email link authenticated by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:17:39 (GMT)	85.114.136.119	-	Chrome 104	Windows 10

- Document viewed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:17:42 (GMT)	85.114.136.119	-	Chrome 104	Windows 10

- Certinal eSign Terms of Use, User Disclosure and Privacy Policy associated with this document have been agreed by Jenny McCollum (gleejs@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:18:41 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Document eSigned by Jenny McCollum (gleejs@jea.com)
  Signature Method - Signature Drawn (Pre-Saved)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:18:41 (GMT)	67.190.249.60	-	Chrome Mobile 106	iOS 16

- Final Agreement Emailed
  Sent to - Jenny McCollum (gleejs@jea.com)
  JIM COLLIER (JCOLLIER@ESS-1.NET)
  Rebecca Lavie (lavirc@jea.com)
  Jessica Talley (talljb@jea.com)

Time	IP Address	Geolocation	Browser	OS
10/19/2022 | 23:18:47 (GMT)	-	-	-	-

End of Report

Sender Assigned Fields To Recipients

Recipient	Field	Required	PDF Page No.	Value	Activity Time
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signature Field Name: null	Yes	Page No.: 4	JIM COLLIER Signed on Oct 10,2022 | 13:37:40 (GMT -5:00)	10/10/2022 | 17:37:42 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Title Field Name: null	Yes	Page No.: 4	Authorized Representative	10/10/2022 | 17:37:42 (GMT)
JIM COLLIER (JCOLLIER@ESS-1.NET)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 10,2022 | 13:37:42 (GMT -5:00)	10/10/2022 | 17:37:42 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signature Field Name: null	Yes	Page No.: 4	Jessica Talley Signed on Oct 10,2022 | 13:47:34 (GMT -5:00)	10/10/2022 | 17:47:37 (GMT)
Jessica Talley (talljb@jea.com)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 10,2022 | 13:47:37 (GMT -5:00)	10/10/2022 | 17:47:37 (GMT)
Rebecca Lavie (lavirc@jea.com)	Field Type: Signature Field Name: null	Yes	Page No.: 4	Rebecca Lavie Signed on Oct 19,2022 | 18:49:42 (GMT -5:00)	10/19/2022 | 22:49:45 (GMT)
Rebecca Lavie (lavirc@jea.com)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 19,2022 | 18:49:45 (GMT -5:00)	10/19/2022 | 22:49:45 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signature Field Name: null	Yes	Page No.: 4	Signed on Oct 19,2022 | 19:18:41 (GMT -5:00)	10/19/2022 | 23:18:43 (GMT)
Jenny McCollum (gleejs@jea.com)	Field Type: Signed Date Field Name: null	Yes	Page No.: 4	Oct 19,2022 | 19:18:43 (GMT -5:00)	10/19/2022 | 23:18:43 (GMT)

Parties accepted the User Disclosure: JIM COLLIER (JCOLLIER@ESS-1.NET), Jessica Talley (talljb@jea.com), Rebecca Lavie (lavirc@jea.com), Jenny McCollum (gleejs@jea.com)

Company and its Users' Disclosure Regarding Conducting Business Electronically, and Signing Documents Electronically

By using Certinal Application, you hereby specifically provide your consent to use Certinal Application for receiving notifications electronically and/or electronically signing e-documents rather than executing those documents through wet signatures. If you do not wish to receive notifications electronically and/or execute e-documents by applying electronic signatures, then you may withdraw your consent in following manner:

- You may notify the sender by writing email to the sender of e-document that you do not wish to execute e-documents by applying electronic signatures.
- You may write email to the sender of e-document and ask the sender to provide print of the document for executing the same by applying wet signatures.
- You yourself may download the document from Certinal Application and print the same for executing it by applying wet signatures.

Any such action of yours by which you do not proceed to electronically sign e-documents shall be construed as withdrawal of your consent to electronically sign e-documents.

You may be required to pay to the sender for executing hard copy of the document through wet signatures needs to be settled between you and the sender. Certinal is not liable in any manner whatsoever related to any such cost if any incurred by you.

After withdrawal of such consent if at any time in future you again use the Certinal Application either to electronically sign the same document for which you had earlier withdrawn your consent or you use the Certinal Application to sign any other new document then by such act of yours you acknowledge that you are consenting to use Certinal Application for electronically signing e-documents.

Following are the system requirements for using Certinal Application.

System Requirements	
RAM Requirements	Minimum: 8GB Recommended: 16GB
Hard Disk Requirements	100GB
Supported Operating system	MAC OS X v11 or later and Windows 8, 10
Supported Browser	**Edge Chromium based browser Recommended* *Edge Version 81.0.416.58 +* *Firefox Version 75.0 +* *Chrome 78.0.3904.97 +* *Safari 11 +*
System Resolution	1920*1080, 1024*768, 1152*864, 1366*768, 1440x900, 2560*1600, 3072*1920
Additional Hardware/Software Requirements	4 Cores (CPU)

Please note that Edge Chromium based browser, Firefox, and Chrome are evergreen browsers with automatic updates. Support is provided for two of their latest stable releases. The supported versions will change as and when they release a new version.

Following are the document formats supported for electronic signature.

- PDF (.pdf)
- Word (.doc and .docx)
- Graphics (.tif, .jpg, .jpeg, .gif, .bmp, and .png)

You are required to have Acrobat® or similar software applications to view electronically signed document.

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-106. A Resolution by the City Commission of the City of Flagler Beach Approving an Adjustment for Municipal Solid Waste Disposal Fees Effective January 1, 2026; providing for conflict and an effective date.

Background:

The City provides for municipal solid waste (MSW) collection and services. The MSW was hauled to Environmental Land Services (ELS) in Bunnell (a transfer station from which the MSW was subsequently transported to a landfill) and with whom the City has a Disposal Agreement (January 1, 2024- January 1, 2027). Later in 2024, ELS was purchased by Waste Management (WM), which has honored the 2024 ELS Disposal Agreement throughout 2024 and 2025 (the Disposal Agreement included fixed costs for services with no annual adjustment based upon inflation).

Given inflationary increases since 2024, WM staff has submitted a request to raise the MSW disposal rates by 8.12% (the Consumer Price Index- Urban Consumers increase for garbage and trash collection from January, 2024 through August, 2025). The details of the proposed increased rates are included within the supporting documentation.

Fiscal Impact:

Based upon a financial review conducted by City staff, the City can absorb the requested cost increase for 2026. With the expiration of the current Disposal Agreement, the City will have to determine how to proceed with MSW disposal.

Staff Recommendation:

Staff recommends approval of Resolution 2025-106.

Attachments:

1. 106- Disposal Agreement
2. WM Correspondence
3. Sanitation Analysis

RESOLUTION 2025-106

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE ENVIRONMENTAL LAND SERVICES DISPOSAL AGREEMENT AT THE REQUEST OF WASTE MANAGEMENT; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach ("City"), through a 2024, agreement disposes of its municipal solid waste and yard waste at a site formerly operated by Environmental Land Services in Bunnell, Florida; and,

WHEREAS, the Environmental Land Services site and operations were acquired by Waste Management later in 2024, and which since Waste Management has honored the costs to the City for the disposal of municipal solid waste and yard waste; and,

WHEREAS, due to inflationary operating costs, Waste Management officials have requested an increase based upon the Consumer Price Index increase for garbage service since January, 2024; and,

WHEREAS, City staff has analyzed the requested increase and has determined that the City's Sanitation Fund can adequately absorb the requested increase proposed by WM; and,

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

SECTION 1. The City Commission hereby amends the Disposal Agreement with Environmental Land Services (WM) to reflect the requested costs for municipal solid waste, sludge, yard waste, and roll-off containers as indicated in the attached exhibit, effective January 1, 2026.

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

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission 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

City of Flagler Beach Municipal Solid Waste (MSW)

Current MSW Gate Rate	**$ 46.00**	per ton

Costs

Chesser	$ 12.00	per ton
Flagler Trans	$ 34.87	per ton
Flagler Opex	$ 5.00	per ton
	$ 51.87	

Percentage Increase	**8.12%**

New MSW DisposalRate	**$ 49.74**

Material	Current Rate	Proposed Rate	Cover Costs
MSW per ton	$46	$49.74	$51.87
Sludge per ton	$65	$70.28	$73.32
YW per yard	$7.50	$8.11	$8.46
20 yd RO per haul	$350	$378.42	$394.80
30 yd RO per haul	$450	$486.54	$507.60

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG02,CUUS0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	427.734	429.248	429.235	429.807	431.234	430.813	431.229	432.967	433.843	434.829	436.428	436.996		
2016	437.205	438.296	437.699	437.676	438.317	437.858	438.607	439.358	439.707	440.311	443.343	444.745		
2017	446.266	447.699	446.987	447.129	447.272	448.046	448.328	448.717	449.008	452.196	453.820	453.596		
2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	609.983	621.029
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682	656.067					641.974	
CPI Change	49.29													
CPI %	8.12%													

Received
SEP 29 2025
City of Flagler Beach

September 26, 2025

City of Flager Beach
Dale Martin: City Manager
105 South 2nd Street
Flagler Beach, FL 32136

SUBJECT: Waste **Management Inc. of Florida's Disposal Rate Increase Appeal**

Dear Dale,

Waste Management Inc. of Florida (WMIF) would like to make an appeal to the City Commission to consider affording us a rate increase for all lines of disposal effective January 1, 2026. The city entered into a disposal agreement with Environmental Land Services (ELS) on January 1, 2024. (attachment) The agreement term was for 3-years ending on January 1, 2027. The agreement did not have a provision for any rate increases in years two (2) or three (3). Typically, agreements of this nature will contain an annual rate increase based on a fixed percentage increase or based on the percentage change in a Consumer Price Index (CPI).

WMIF would like to make an appeal for a rate increase on all lines of disposal based on the percentage change in the CPI Index for Garbage and Trash Collection from January 2024 through August 2025. The percentage increase is 8.12%. We applied that increase to the current rates for all lines of disposal to create our proposed rates. If the Commission agrees to the proposed disposal rate increases then the new rates would be effective on January 1, 2026, which represents the start of the last year of the agreement.

We greatly appreciate the Commission's careful consideration of WMIF's proposal. We appreciate the partnership we share with the city in providing these critical environmental services.

Sincerely,

Greg Huntington

Greg Huntington
WMIF
Senior Account Executive

ENVIRONMENTAL LAND SERVICES

PO BOX 1029

Estimate

Date	Estimate #
1/1/2024	159021

Name / Address	Ship To
CITY OF FLAGLER BEACH P.O. BOX 70 116 3RD ST FLAGLER BEACH, FL 32136	1901 N DAYTONA AVE FB MOSQUITO CONTROL

Description	Qty	U/M
SCALE ACCOUNT $46 A TON FUEL SURCHARGE- WAIVED / NO FUEL SURCHARGE SLUDGE BOX - $65 A TON FUEL SURCHARGE- WAIVED / NO FUEL SURCHARGE YARD WASTE by Yard- $7.50 A YARD FUEL SURCHARGE- WAIVED / NO FUEL SURCHARGE 20 YARD ROLL OFF DUMPED: $350 ALL FEES INCLUDED 30 YD CONTAINER $450 ALL FEES INCLUDED THIS DOCUMENT SIGNED BY BOTH PARTIES WILL SHOW A 3 YEAR AGREEMENT EFFECTIVE 01/01/2024 EXPIRING 01/01/2027		

Dale L Martin

Dale Thomas 01/01/2024

Quote valid for 30 days.

Total $909.00

City of Flagler Beach Municipal Solid Waste (MSW)

Current MSW Gate Rate	**$ 46.00**	per ton

Costs

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Percentage Increase	**8.12%**

New MSW DisposalRate	**$ 49.74**

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Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SEHG02,CUUS0000SEHG02
Not Seasonally Adjusted
Series Title: Garbage and trash collection in U.S. city average, all
Area: U.S. city average
Item: Garbage and trash collection
Base Period: DECEMBER 1983=100
Years: 2015 to 2025

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2018	453.354	454.915	455.230	458.722	462.887	465.041	465.579	470.457	471.026	472.535	486.650	485.935	458.358	475.364
2019	475.687	477.474	478.569	479.449	480.865	480.984	482.138	483.987	484.346	486.133	486.485	486.708	478.838	484.966
2020	491.003	494.429	495.288	494.432	494.946	496.679	498.564	500.882	501.756	503.315	504.970	508.190	494.463	502.946
2021	512.722	517.270	518.505	518.579	516.440	517.202	521.185	524.408	529.934	530.114	529.053	532.538	516.786	527.872
2022	533.078	538.313	540.719	542.564	544.546	547.554	548.187	548.706	558.254	561.090	563.816	565.185	541.129	557.540
2023	570.412	575.697	576.773	580.124	587.431	589.812	596.167	597.347	596.997	597.569	601.631	602.164	580.042	598.646
2024	606.773	610.551	610.015	611.073	609.538	611.946	614.089	615.880	619.640	621.632	627.127	627.807	609.983	621.029
2025	629.803	641.938	642.053	643.063	646.507	648.477	652.682	656.067					641.974	
CPI Change	49.29													
CPI %	8.12%													

Waste Management Rate Increase Analysis - FY26

Current cost (C)		FY26	
	Yearly	320,000.00	assuming this po won't need increased
	Monthly - estimated	26,666.67	
	FY26 Total Budget	324,000.00	
Increased cost			
Increase (8.12%)		1.0812	
new monthly cost		28,832.00	
New total cost (Jan 2026- Sept 2026)		259,488.00	
Already Spent - FY26		23,711.62	
To be spent (Nov (1 week) & Dec 2025) - est + est 1% "buffer"		36,457.41	
Remaining @ end of FY26		4,342.97	

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	Penny Overstreet
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-98. A Resolution by the City Commission of the City of Flagler Beach, Florida, setting the qualifying period for the 2026 Municipal Election, providing for conflict and effective date.

Background:

On September 25, 2025, the Commission adopted Ordinance 2025-15 amending Section 7.02 and 7.05 of the City Charter to comply with Florida Statutes 101.62(3)(a) and the Florida Election Code Chapter 97-06 to comply with requirements for the Supervisor of Elections to mail overseas military and citizen ballots no later than forty-five days prior to each election. The amendments included changing the requirement for the Mayor to read an Election Proclamation at the first meeting in January to start qualifying the following day to the compliant language of "The candidate qualifying period shall be set by the city clerk subject to ratification and approval by the commission by resolution."

Florida Statutes 166.021(4) and 100.3605 allow cities to amend their charters by ordinance to change the dates for qualifying and for election of members and provide to the orderly transition of office resulting from such date changes.

The proposed Resolution 2025-98 will set the qualifying period to start at 9:00 a.m. Friday, December 12, 2025, and continue during regular business hours (8:00 a.m. - 5:00 p.m.) Monday, December 15th through Wednesday, December 17, 2025 and end on Thursday, December 18th at 4:00 p.m.

Fiscal Impact:

N/A

Staff Recommendation:

Approve Resolution 2025-98 setting the Qualifying Period for the 2026 Municipal Election.

Attachments:

1. 2025-98 2026 Municpal Election Qualifying

RESOLUTION 2025-98

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, SETTING THE QUALIFYING PERIOD FOR THE 2026 MUNICIPAL ELECTION, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, historically Municipal elections are held in March, and the qualifying period has opened on the day following the first meeting in January; and,

WHEREAS, it was determined that the qualifying period must be amended to be compliant with Florida Statutes and State Election laws regarding mailing of ballots for overseas citizens and military; and,

WHEREAS, on September 25,2025, the Commission adopted Ordinance 2025-15 amending the qualifying period for Municipal Elections; and

WHEREAS, the amendment calls for the City Clerk to annually submit a Resolution setting the qualifying period.

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

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

SECTION 2. The qualifying period for the 2026 Flagler Beach Municipal Election will begin at 9:00 a.m. Friday, December 12, 2025, and continue during normal business hours (Monday – Friday) 8:00 a.m. – 5:00 p.m.) through Wednesday, December 17, 2025, and end at 4:00 p.m. on Thursday, December 18, 2025.

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

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach on the 11th day of December 2025.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

PATTI KING, MAYOR

PENNY OVERSTREET, CITY CLERK

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-99. A Resolution by the City Commission of the City of Flagler Beach approving Change Order No. 02 to the contract with Vecellio & Grogan, Inc. for the Flagler Beach Fishing Pier Replacement Project, providing for an increase in contract price of $144,201.67 and an extension of 40 contract days; providing for conflict and an effective date.

Background:
The City of Flagler Beach entered into a contract with Vecellio & Grogan, Inc. (V&G) for the Flagler Beach Fishing Pier Removal and Replacement Project (Contract No. 260). During construction, several unforeseen and unavoidable conditions occurred, resulting in schedule impacts and additional costs outside the control of the contractor.

Following review by the City Engineer and the City's Construction Engineering and Inspection Advisor, England-Thims & Miller, Inc. (ETM), the delays and associated costs were confirmed as valid and appropriate for an equitable adjustment under the contract. These issues include:

FDEP Permit Restrictions – Marine Turtle Nest #1
A marine turtle nest was identified on July 2, 2025, within 20 feet of the planned trestle alignment. Pursuant to FDEP Permit Modification No. 0436370-002-JN, construction was prohibited within this buffer zone. To maintain compliance and avoid suspension of critical-path work, the trestle had to be redesigned and modified, requiring additional engineering and non-standard components.
Compensation: $1,275.90
Additional Days: 0

Unmarked Electrical Line Strike
On July 23, 2025, V&G struck an unmarked, City-owned electrical line that was not shown in utility records and not identified through Sunshine 811 locates. This resulted in an immediate work stoppage and required coordination with FPL to safely de-energize the line. The resulting standby time, equipment demobilization, and utility exposure costs are compensable under the contract.
Compensation: $10,938.32

Additional Days: 0

FDEP Permit Restrictions – Marine Turtle Nest #2
A second active turtle nest was located on July 27, 2025, directly within the trestle footprint, requiring a full suspension of trestle installation for an estimated 50–70 days until hatching occurred. No feasible alternative construction methods existed that would maintain compliance with FDEP and wildlife regulations.
Compensation: $94,784.07
Additional Days: 36

Builder's Risk Insurance Premium Adjustment
The builder's risk policy premium required adjustment from the original estimate after final underwriting, which incorporated surplus lines taxes, broker fees, administrative costs, and confirmation of total project value. These elements could not be fully determined during bidding.
Compensation: $37,203.38
Additional Days: 0

Inclement Weather and Holiday Days
A review of daily reports from August 1 through October 28, 2025, validated four (4) non-working days: three (3) due to inclement weather and one (1) contractual holiday. These qualify as excusable, non-compensable delays.
Compensation: $0.00
Additional Days: 4

Requested Adjustment (Change Order No. 02)
The combined impact of the events above results in:

- **Total Cost Adjustment:** $144,201.67
- **Total Time Adjustment:** 40 days

Approval of Change Order No. 02 will revise the substantial completion date to **January 15, 2027**, and the final completion date to **February 14, 2027**.

Fiscal Impact:
The demolition and reconstruction of the Pier is funded through the Federal Emergency Management Agency (FEMA; 75% of final costs), the Florida Department of Emergency Management (FDEM; 12.5% of final costs), and the Florida Department of Environmental Protection (FDEP; 12.5% of final costs not to exceed $4,500,000).

- Original Contract Amount: **$14,142,027.00**
- Contract Amount after prior approved Change Orders: **$14,218,163.86**
- Revised Contract Amount with Change Order No. 02: **$14,325,162.15**

Staff Recommendation:

Staff recommends approval of Resolution 2025-99, authorizing Change Order No. 02 to the contract with Vecellio & Grogan, Inc. for the Flagler Beach Fishing Pier Replacement Project, in the amount of $144,201.67, and extending the contract time by 40 days.

Attachments:

1. 2025-99 Vecellio & Grogan Pier Change Order 2
2. City Engineer Letter Pier Change Order
3. Change Order Form
4. Cost Data Summary and Sheet for Sea Turtle Nest
5. Cost Data Summary and Sheet for Electric Line Strike
6. Cost Data Summary and Sheet for Sea Turtle Nest 2
7. ETM - Inclement Weather and Holiday Days Calendar
8. Builder's Risk Insurance Fee Adjustment

RESOLUTION 2025-99

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH APPROVING CHANGE ORDER NO. 02 TO THE CONTRACT WITH VECELLIO & GROGAN, INC. FOR THE FLAGLER BEACH FISHING PIER REPLACEMENT PROJECT, PROVIDING FOR AN INCREASE IN CONTRACT PRICE OF $144,201.67 AND AN EXTENSION OF 40 CONTRACT DAYS; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, Vecellio & Grogan, Inc. (V&G) is the contractor for the Flagler Beach Pier Removal and Replacement Project under Contract No. 260; and,

WHEREAS, the City Engineer, in coordination with the Construction Engineering and Inspection Advisor, England-Thims & Miller, Inc. (ETM), has reviewed the contractor's Change Order request and determined that the delays and cost impacts are valid, were caused by circumstances outside the control of the contractor, and warrant an equitable adjustment in accordance with the contract; and,

WHEREAS, the Florida Department of Environmental Protection (FDEP) issued Permit Modification No. 0436370-002-JN on July 2, 2025, allowing construction during marine turtle nesting season, but requiring strict adherence to Specific Conditions 11 and 12, including maintaining a 20-foot buffer around any active marine turtle nest; and,

WHEREAS, on July 2 and July 27, 2025, the Flagler Turtle Patrol (FTP) identified two active sea turtle nests within or adjacent to the planned trestle alignment, requiring redesign, modified construction methods, and suspension of critical-path trestle work to maintain compliance with environmental permit conditions and to avoid risk to protected species; and,

WHEREAS, these unforeseen environmental conditions required engineering modifications, procurement of non-standard trestle components, and unavoidable delays, all of which are necessary to remain in compliance with FDEP permit conditions and Florida wildlife regulations; and,

WHEREAS, on July 23, 2025, the contractor struck an unmarked, City-owned underground electrical line that was not identified in any utility records, Sunshine 811 locates, or field markings, causing a complete work stoppage and requiring coordination with Florida Power & Light (FPL) to secure and de-energize the line before resuming work; and,

WHEREAS, the unmarked utility line strike resulted in delay and additional costs attributable to standby time, utility exposure, equipment removal and reinstallation, and associated safety measures, all of which qualify for equitable adjustment under the contract provisions for unforeseeable utility conflicts; and,

WHEREAS, the contractor's Builder's Risk Insurance premium required adjustment from the originally estimated $525,000 to a final cost of $562,203.38 following insurer underwriting, which incorporated surplus lines taxes, broker fees, administrative fees, and final project valuation that could not reasonably have been known at the time of bid; and,

WHEREAS, the City Engineer has verified four (4) eligible non-working days between August 1 and October 28, 2025—including three (3) inclement weather days and one (1) contractual holiday—qualifying for a non-compensable time extension; and,

WHEREAS, Change Order No. 02 consolidates five requests:

- Sea Turtle Nest #1: $1,275.90 compensation / 0 days
- Unmarked Utility Strike: $10,938.32 compensation / 0 days
- Sea Turtle Nest #2: $94,784.07 compensation / 36 days
- Builder's Risk Adjustment: $37,203.38 compensation / 0 days
- Inclement Weather Days: $0.00 compensation / 4 days

Total Adjustment: $144,201.67 and 40 calendar days; and,

WHEREAS, approval of this Change Order is necessary to ensure continued compliance with environmental and regulatory requirements, avoid potential penalties, and maintain the integrity of the project schedule.

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

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

SECTION 2. The City Commission hereby approves Change Order No. 02 to the contract with Vecellio & Grogan, Inc., increasing the contract price by $144,201.67 and extending the contract time by 40 calendar days.

SECTION 3. The revised contract price is $14,325,162.15, and the revised substantial completion date is January 15, 2027, with final payment due February 14, 2027.

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. 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 6. This Resolution shall become effective upon execution.

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

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

City of Flagler Beach

P.O. Box 70 • 105 South Second Street
Flagler Beach, Florida 32136
Phone (386) 517-2000

November 14, 2025

Elected Officials
City Commission Chambers

RE: City of Flagler Beach Pier Removal and Replacement
Vecellio & Grogan, Inc. Change Order Request

The purpose of this letter is to provide justification for a Change Order request submitted by Vecellio & Grogan, Inc. (V&G), the contractor selected for the above referenced project. The City Engineer has reviewed the contractor's submission in conjunction with the contracted Construction Engineering and Inspection Advisor, England-Thims & Miller, Inc., and concurs that the delays experienced are both valid and outside the control of the contractor, thereby warranting consideration for an equitable adjustment in contract time and compensation for delays caused through no fault of the contractor.

- **FDEP Permit Restrictions - Marine Turtle Nest #1**
  $ 1,275.90 Compensation / 0 Additional Days

  On July 2, 2025, FDEP issued a modification to the City's permit authorizing construction activities on the sandy beach during marine turtle nesting season (May 1 through October 31). The modification included Specific Conditions 11 and 12, which are binding on the City and its contractors. These conditions allow work to proceed on the nesting beach provided that a 20-foot buffer is maintained around any identified marine turtle nest and that no construction activities occur within that buffer zone.

  On July 2, 2025, the Flagler Turtle Patrol (FTP) identified a newly established sea turtle nest within the vicinity of the project's planned trestle alignment. FTP subsequently staked and flagged the nest location for protection. Upon field verification conducted jointly by City staff, the Contractor, and FTP representatives, it was determined that the nearest planned trestle pile location lies approximately fifteen (15) feet from the protected nest.

  Pursuant to Florida Department of Environmental Protection (FDEP) Permit Modification No. 0436370-002-JN, construction activities including trestle installation are prohibited within the immediate buffer zone of an active sea turtle nest. FTP further advised that the eggs are expected to hatch in approximately 50 to 70 days, during which time no disturbance or placement of equipment within the restricted area is permitted.

As a result, the Contractor, V&G, is unable to install the trestle system in its Contract Plan location without violating permit conditions and endangering a protected species. To maintain compliance with all environmental regulatory requirements and avoid a mandatory suspension of critical-path work, the trestle had to be redesigned and modified to shift load-bearing elements outside of the protected buffer. This required engineering redesign, procurement of non-typical trestle components, and installation methods that differ substantially from the original bid assumptions.

In accordance with the Standard General Conditions of the Construction Contract, V&G is entitled to an equitable adjustment for the demonstrable cost of delay, as well as the engineering and construction expenses necessary to furnish and install the modified trestle sections. These costs are a direct result of unforeseeable environmental conditions not attributable to the Contractor and are essential to enabling the Contractor to complete the Work within the Contract Time. Absent this adjustment, the project would face significant schedule impacts once the nest hatches and the restricted area is reopened.

- **Unmarked Electrical Line Strike**
  $ 10,938.32 Compensation / 0 Additional Days

On July 23, 2025, at approximately 2:15 PM, V&G Construction was driving an H-pile using a vibratory hammer as part of the temporary falsework needed for the pile driving templates. During this operation, an employee from Surf 98.7 Radio Station approached the crew and reported an unexpected loss of electrical power within the station. V&G immediately ceased all pile-driving activity, secured the site, and notified England-Thims & Miller (ETM), who in turn notified the City of Flagler Beach.

Florida Power & Light (FPL) mobilized to the site and began diagnostic efforts on the surrounding transformers and handholes. FPL isolated the affected circuit and ultimately de-energized the line. Their investigation determined that the impacted line provided power to the public restrooms, Surf 98.7 Radio Station, the Old Bait Shop (being used as V&G's job site office), and the lifeguard house.

After FPL confirmed the line was safely de-energized, V&G used onsite equipment to extract the H-pile and expose the damaged utility. FPL then confirmed that the electrical line in question was not part of FPL's system, but was instead a City-owned line that had been supplied power through FPL infrastructure. The point at which this City-owned line tied into the FPL system was not known at the time and had not been previously identified in utility records or locates.

On July 24, 2025, FPL returned to the site, located the junction point, disconnected the City-owned line from their system, and restored power to the remainder of their network while leaving the damaged City-owned line safely de-energized.

V&G's Sunshine 811 locate request (Ticket No. 198504800) was current and indicated no conflicts within the work area. Painted field markings corroborated this and showed the power source for the affected facilities to be more than 30 feet north of the pile-driving location. FPL personnel later determined that these markings were inaccurate.

The only other marked buried electric line in the work zone was an FPL distribution line serving the roadway light poles. This line was properly marked and located approximately 10 feet west of the point where the unmarked line was struck. No available records or locate responses indicated the presence of the City-owned buried electrical line that was ultimately impacted.

Given the circumstances, the costs associated with work stoppage, standby time, utility exposure, coordination with FPL, and removal and reinstallation of equipment are considered legitimate and compensable under the contract provisions for unforeseen and unmarked utility conflicts.

- **FDEP Permit Restrictions - Marine Turtle Nest #2**
  $ 94,784.07 Compensation / 36 Additional Days

On July 27, 2025, the Flagler Turtle Patrol (FTP) identified an active sea turtle nest located within the planned trestle footprint. The following day, FTP formally staked the 20-foot buffer area, confirming that at least two pipe piles and two batter piles required for trestle construction fell directly within the restricted no-work zone. As stipulated under Specific Condition 12, any construction within that area must cease until the nest successfully hatches, which FTP estimates to be in approximately 50 to 70 days.

The FDEP permit requirements are mandatory and enforceable. Working within 20 feet of the nest is prohibited unless expressly cleared through FWC review and FDEP recommendations, conditions that cannot be met given the nest's location relative to the trestle design.

During construction, V&G Construction identified that installing the trestle system in the exact location shown on the Contract Plans would result in non-compliance with current environmental permit conditions and could pose a direct risk to protected species present within the work area. These conditions were not reasonably identifiable prior to construction mobilization and necessitate an immediate operational adjustment.

Under the terms of the project's environmental permits, any activity that could disturb or endanger the protected species is strictly prohibited. Proceeding with trestle installation as originally designed would constitute a permit violation, expose the City to regulatory enforcement actions and jeopardize the project's overall environmental compliance status.

After consultation with the permitting agencies and the project's environmental monitors, it has been determined that temporary suspension of critical-path trestle work is the only viable option until site conditions allow compliant construction activities to resume. There are no feasible alternative means or methods that would maintain both project progress and full regulatory compliance.

The contractor's request for a Change Order reflects the schedule and cost impacts directly attributable to this required suspension. These impacts stem from circumstances outside the contractor's control and arise solely from the need to adhere to mandatory environmental protections.

- **Builder's Risk Insurance Fee Adjustment**
  $ 37,203.38 Compensation / 0 Additional Days

The original estimated amount of $525,000.00 required adjustment to a final total of $562,203.38. The required premium for full project coverage, as mandated by the insurer, exceeded the initial estimate due to several factors that could not be fully determined at the time of bidding and contract execution.

The final policy included: Comprehensive project coverage at the levels required to insure the full scope and value of the work; Surplus lines taxes applicable under state insurance regulations; Broker fees associated with procurement of the surplus lines policy; and Administrative fees necessary to finalize and issue the complete coverage package.

These cost components were determined by the insurance provider only after final underwriting and confirmation of total project value and scope. As such, the final premium could not be accurately established during the estimating/bid phase of the project. The original allowance had been a good-faith estimate based on available information but did not account for the final required policy structure and associated fees.

- **Inclement Weather Days**
  $ 0.00 Compensation / 4 Additional Days

A review and evaluation of the daily reports documenting the impacts of inclement weather and other non-working days has been completed for the period from August 1, 2025, through October 28, 2025. Based on this review, the following non-working days meet the contractual criteria for a time extension:

Weather Days: Three (3) days - September 29, October 10, and October 11, 2025 - were recorded as inclement weather days that adversely affected construction activities and prevented the contractor from performing critical work.

Holiday Days: One (1) contractual holiday September 1, 2025 resulted in a full suspension of contractor operations.

Special Event Days: Zero (0) days were identified as special event days affecting project progress during the evaluation period.

In accordance with the contract provisions governing time adjustments for excusable delays, the project is eligible for a total of four (4) non-working days: three (3) for weather-related impacts and one (1) for the recognized holiday. These days qualify for a contract time extension as they meet the criteria for excusable, non-compensable delays caused by inclement weather and required suspensions for holidays.

The City Engineer supports V&G's request for an equitable adjustment to the Contract Time and Contract Price in recognition of these justifiable delays. This adjustment is necessary to preserve the contractor's ability to perform the work efficiently and to ensure compliance

with all governing regulatory agencies all while remaining committed to collaborating with all stakeholders to minimize further impacts to the integrity of the project schedule.

For these reasons, I recommend approval of this Change Order to ensure continued compliance with all regulatory requirements, prevent environmental harm, and protect the City from potential penalties or project delays beyond our control.

Please feel free to contact me should you require any additional clarification or documentation.

Respectfully Submitted,

William H. Freeman

Bill Freeman
City Engineer
City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, FL 32136
O: (386) 517-2000 Ext 230
M: (386) 276-1007
bfreeman@cityofflaglerbeach.com

CHANGE ORDER FORM

PROJECT Flagler Beach Fishing Pier Replacement No. 02

DATE OF ISSUANCE 09/19/2025 EFFECTIVE DATE

Contract No.: 260

CONTRACTOR: Vecellio & Grogan, Inc. CMA: England-Thims & Miller, Inc.

Description of changes:

CO Request 01 - Builder's Risk: $37,203.38 & 0 days. CO Request 03 - Sea Turtle Nest 01: $1,275.90 & 0 days.
CO Request 04 - Unmarked Utility Strike: $10,938.32 & 0 days. CO Request 05 - Sea Turtle Nest 02: $94,784.07 & 36 days.
August Through October 2025 Weather Letter: $0 & 4 days. TOTAL FOR LISTED REQUESTS: $144,201.67 & 40 DAYS.

Attachments: (List documents supporting change) Support Packages for CO Requests 01, 03, 04, and 05.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 14,142,027.00	Original Contract Times Substantial Completion: 510 days, 11/07/2026 (days and dates) Ready for Final Payment: 30 days, 12/07/2026 (days and dates)
Net change from previous Change Orders No. 0 to No. 1 $ 38,933.38	Net change from previous Change Orders No. 0 to No. 1 29 (days)
Contract Price prior to this Change Order $ 14,180,960.38	Contract Times Prior to This Change Order Substantial Completion: 539 days, 12/06/2026 (days and dates) Ready for Final Payment: 30 days, 01/05/2027 (days and dates)
Net Increase (decrease) of this Change Order $ 144,201.67	Net Increase (decrease) of this Change Order 40 (days)
Contract Price with all approved Change Orders $ 14,325,162.15	Contract Times with all approved Change Orders Substantial Completion: 579 days, 01/15/2027 (days and dates) Ready for Final Payment: 30 days, 02/14/2027 (days and dates)

RECOMMENDED:	APPROVED:	ACCEPTED:
By: Maksim Milovidov, PE	By: City of Flagler Beach (Authorized Signature)	By: Contractor (Authorized Signature)
Date: 10/27/2025	Date:	Date:

Vecellio & Grogan, Inc.

July 16, 2025

Via Email and Hand Delivery
Ms. Christine Novak,
Project Manager
Mr. Bill Freeman, P.E.
City Engineer
City of Flagler Beach

Re: Flagler Beach Fishing Pier Replacement
Bid No. FB-242307
V&G Notice of Intent (NOI) 003 – Sea Turtle Nest

Dear Chris and Bill:

On July 2, 2025, The Florida Department of Environmental Protection (FDEP) issued Permit Modification No. 0436370-002-JN to the City of Flagler Beach. Within this Permit modification are the following additional conditions:

Specific Conditions 11 and 12:

11. Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

12. The Permittee shall notify the FWC if a nest is present in the project area as soon as possible at MarineTurtle@MyFWC.com. No activities shall occur within 10 feet of the nest markers. Work may continue in the project area if this 20-foot buffer area around the nest can be avoided. If it cannot be avoided, activities shall cease in this area around the nest and shall not continue until after all nests have hatched. Contact FWC at MarineTurtle@MyFWC.com to review the project area and FWC shall make a recommendation to DEP as to whether work can resume.

This Permit Modification allows work on the sandy beach, with a few exceptions; namely that a 20 ft buffer area must be maintained from the turtle nest, and that no activities shall take place within that buffer zone.

P.O. BOX 2438, BECKLEY, WV 25802-2438 - 2251 ROBERT C. BYRD DRIVE, BECKLEY, WV 25801
PHONE (304) 252-6575 FAX (304) 252-4131

On July 2, 2025, it was discovered by the Flagler Turtle Patrol (FTP) that sea turtles had nested overnight near the Contract Plan's designated trestle footprint. After FTP staked and flagged the turtle nest, it was determined with FTP that the nearest trestle pile falls within approximately 15 feet of the turtle nest. Therefore, in accordance with FDEP Permit Modification No. 0436370-002-JN, the trestle cannot be installed in its plan location until the eggs hatch (approximately 50-70 days, per FTP).

Based on the foregoing, in accordance with *Standard General Conditions of the Construction Contract*, including *Section 4.05A, Section 11.04*, *Section 11.05*, and (should V&G and the City not be able to reach an agreement on compensation and time), *Article 12*, V&G submits this letter as a Notice of Intent to file a claim for any additional compensation and contract time due to the impact. V&G is entitled to an equitable adjustment allowing for additional compensation and additional time associated with these impacts as such adjustment is essential to V&G's ability to complete the Work within the Contract Time. Currently, the impacts are ongoing and continuous. As previously discussed, V&G is currently exploring options with the City to redesign the trestle location in an effort to maintain a 20' buffer from the turtle nest. In addition to the costs of delay, we anticipate additional costs related to engineering expenses for the trestle re-design and possibly costs associated with furnishing and installing non-typical trestle sections to avoid the turtle nest.

We appreciate your assistance and coordination to date. Should the City require additional information, please feel free to contact me.

Sincerely,

Justin McKay
Project Manager
Vecellio & Grogan, Inc.

cc: Cory Butz, Director of Operations, Vecellio & Grogan, Inc.
Kent Ponder, P.E. Senior Project Engineer, England-Thims & Miller, Inc.
Maksim Milovidov, P.E., Project Engineer, England-Thims & Miller, Inc.

City Contract:
Flagler Beach Pier Replacement

VECELLIO & GROGAN, INC.

9/19/2025
Vecellio & Grogan, Inc.
Change Order Request - Sea Turtle Nest # 1

COST DATA SHEET

Labor Breakdown:

Labor	Qty	Hrs.	Total
Subtotal Labor Cost			$ -
Subtotal Burden	**34.46%**		$ -
Total Labor Cost			$ -

Mark-up Breakdown:

Total Labor (15%)	$ -		$ -
Total Equipment (15%)	$ -		$ -
Total Subsistence (15%)	$ -		$ -
Total Subcontractor (5%)	$ 1,210.00		$ 60.50
Total Mark-up Cost			**$ 60.50**

Summary:

Subtotal Labor, Equipment, & Mark-up Cost			$ 1,270.50
Bond		0.425%	$ 5.40
GRAND TOTAL			**$ 1,275.90**

Updated Blue Book Equipment Breakdown:

Classification	Description	Qty	Units	Unit Price	Total
		-	-		
Total Equipment Cost					**$ -**

Subsistence

Description	Qty	Unit	Unit Price	Total
0	-	0	$ -	$ -
0	-	0	$ -	$ -
0	-	0	$ -	$ -
Total Material Cost				**$ -**

Subcontractor:

Description	Qty	Unit	Unit Price	Total
Morales Consulting Engineers	1.00	LS	$ 750.00	$ 750.00
Upham, Inc.	1.00	LS	$ 460.00	$ 460.00
			$ -	$ -
			$ -	$ -
			$ -	$ -
	-	0	$ -	$ -
	-	0	$ -	$ -
	-	0	$ -	$ -
	-	0	$ -	$ -
	-	0	$ -	$ -
	-	0	$ -	$ -
Total Subcontractor Cost				**$ 1,210**

Vecellio & Grogan, Inc.

July 25, 2025

Via Email and Hand Delivery
Ms. Christine Novak,
Project Manager
Mr. Bill Freeman, P.E.
City Engineer
City of Flagler Beach

Re: Flagler Beach Fishing Pier Replacement
Bid No. FB-242307
V&G Notice of Intent (NOI) 004 – Unmarked Electric Line Strike

Dear Chris and Bill:

This follows the discovery of an underground utility line conflicting with Vecellio & Grogan, Inc.'s (V&G) work on the Project. V&G provides this notice reserving our rights to seek additional compensation and additional time in accordance with the Contract Documents resulting from the impact caused by this unknown and unforeseen utility line.

As you are aware, on July 23, 2025, at approximately 2:15 PM, V&G was driving an H-Pile with a vibratory hammer to serve as temporary falsework for our pile driving templates. At that time, an employee in the 98.7 Surf Radio station came out and alerted V&G that he lost power in the radio station. V&G immediately ceased pile driving operations, and removed all equipment and personnel from the pile driving area. V&G immediately notified, England-Thims & Miller (ETM), and they then notified the City of Flagler Beach.

Florida Power and Light (FPL) came out to begin working through all of the nearby transformers and handholes to isolate the lines powering the damaged line, and eventually de-energized it. The line was determined to only power the public restrooms, Surf 98.7 Radio Station, Old Bait shop (V&G jobsite office), and the lifeguard house. Once the line was confirmed to be de-energized, V&G utilized the crane on-site for pier construction to remove the H-Pile from the ground, and then used an excavator to expose the damaged line. FPL confirmed that the damaged line did not belong to them, but rather the City of Flagler Beach. Since the location where this previously unmarked line was provided power by the FPL infrastructure was unknown, FPL left the line de-energized, and stated they would come back the following day, July 24, 2025, and identify where this City-owned line is powered by the FPL infrastructure.

Upon FPL's return on July 24, 2025, they identified the junction location, removed the connection, and were able to re-energize their lines and leave the damaged line de-energized, since the damaged line was now disconnected from the rest of the FPL infrastructure.

P.O. BOX 2438, BECKLEY, WV 25802-2438 - 2251 ROBERT C. BYRD DRIVE, BECKLEY, WV 25801
PHONE (304) 252-6575 FAX (304) 252-4131

V&G utility locates requests (Sunshine 811 Ticket No. 198504800) are up to date and labeled as marked and indicated as a non-conflict. Additionally painted locate marks on-site showed the power source for the electrical meters for affected areas without power to be 30+ feet North of the pile driving location. It was later determined by FPL personnel that these markings were inaccurate. The only other marked buried electric running through the jobsite limits was the FPL line that powers the light poles, and this line is roughly 10 feet west of where the H-pile struck the unmarked utility line. This issue is not due to the actions or inactions of V&G.

As such, in accordance with the *Standard General Conditions of the Construction Contract*, including *Section 4.05A, Article 5, Section 11.04*, and (should V&G and the City of Flagler Beach not be able to reach an agreement on compensation and time) *Article 12*, V&G submits this Notice of Intent reserving the right to seek additional time and compensation for any delays or additional costs as a direct result of the strike to the unmarked buried electrical line.

Additionally, given that the issue is not the fault of V&G, V&G shall not be responsible for any claims from the City or the nearby businesses, directly resulting from the line being hit, including the ensuing emergency response and the loss of power on July 23, 2025.

We note that the City has indicated it is working to restore and relocate the electrical services in question. Please note V&G is also actively working to minimize its costs and impacts as the restoration and relocation of electrical services to the affected area is performed by the City. We appreciate your assistance and coordination. Should the City require additional information, please feel free to contact me.

Sincerely,

Justin McKay
Project Manager
Vecellio & Grogan, Inc.

cc: C. Butz, Director of Operations, Vecellio & Grogan, Inc., Kent Ponder, P.E. Senior Project Engineer, England-Thims & Miller, Inc. Maksim Milovidov, P.E., Project Engineer, England-Thims & Miller, Inc.

City Contract:
Flagler Beach Pier Replacement

VECELLIO & GROGAN, INC.

9/19/2025
Vecellio & Grogan, Inc.
Change Order Request - Unmarked Utility Line Strike

COST DATA SHEET

Labor Breakdown:

Labor	Qty	Hrs.	Total
Jose Centeno	Project Superintendent	3.0 hrs.	$ 184.51
Justin McKay	Project Manager	7.0 hrs.	$ 320.08
Arlion Jenkins IV	Field Engineer	7.0 hrs.	$ 252.40
Jaylan Burchell	Pile Driver Foreman	4.5 hrs.	$ 111.29
James Williams	Pile Driver Operator	1.0 hrs.	$ 27.00
John Felso	Crane Operator	7.0 hrs.	$ 294.00
John Felso Jr	General Laborer	7.0 hrs.	$ 126.00
Donald Mertz Jr.	Crane Operator	8.0 hrs.	$ 344.00
Justin Bennett	General Laborer	7.0 hrs.	$ 157.50
Subtotal Labor Cost			**$ 1,816.78**
Subtotal Burden	**34.46%**		**$ 626.06**
Total Labor Cost			**$ 2,442.84**

Mark-up Breakdown:

Total Labor (15%)	$ 2,442.84		$ 366.43
Total Equipment (15%)	$ 7,028.49		$ 1,054.27
Total Subsistence (15%)	$ -		$ -
Total Subcontractor (5%)	$ -		$ -
Total Mark-up Cost			**$ 1,420.70**

Summary:

Subtotal Labor, Equipment, & Mark-up Cost			$ 10,892.03
Bond		0.425%	$ 46.29
GRAND TOTAL			**$ 10,938.32**

Updated Blue Book Equipment Breakdown:

Classification	Description	Qty	Hours	Total
Pickup Truck	2025 Ford F150 SuperCrew XLT	1.00	8.00	$ 280.46
Pickup Truck	2024 Ford F150 SuperCrew XLT	1.00	8.00	$ 279.16
Pickup Truck	2022 Ford F150 XL	1.00	8.00	$ 226.65
Excavator	CAT 320 Excavator	1.00	4.00	$ 616.42
200 TN Crane	Linkbelt 248	1.00	7.00	$ 4,565.07
Vibratory Hammer	HPSI 300	1.00	3.00	$ 751.26
Manlift	85' Manlift	1.00	1.00	$ 309.47
		-	-	
Total Equipment Cost				**$ 7,028.49**

Subsistence

Description	Qty	Unit	Total
0	-	0	$ -
0	-	0	$ -
0	-	0	$ -
Total Material Cost			**$ -**

Subcontractor:

Description	Qty	Unit	Total
	-		$ -
	-	0	$ -
	-	0	$ -
	-	0	$ -
	-	0	$ -
	-	0	$ -
	-	0	$ -
	-	0	$ -
	-	0	$ -
	-	0	$ -
Total Subcontractor Cost			**$ -**

Vecellio & Grogan, Inc.

July 29, 2025

Via Email and Hand Delivery
Ms. Christine Novak,
Project Manager
Mr. Bill Freeman, P.E.
City Engineer
City of Flagler Beach

Re: Flagler Beach Fishing Pier Replacement
Bid No. FB-242307
V&G Notice of Intent (NOI) 005 – Sea Turtle Nest # 2

Dear Chris and Bill:

On July 2, 2025, The Florida Department of Environmental Protection (FDEP) issued Permit Modification No. 0436370-002-JN to the City of Flagler Beach. Within this Permit modification are the following additional conditions:

Specific Conditions 11 and 12:

11. Construction-related activities are authorized to occur on the nesting beach (sandy beach seaward of existing coastal armoring structures or dune crest and all areas used for beach access) during marine turtle nesting season (May 1 through October 31) under the following conditions:

12. The Permittee shall notify the FWC if a nest is present in the project area as soon as possible at MarineTurtle@MyFWC.com. No activities shall occur within 10 feet of the nest markers. Work may continue in the project area if this 20-foot buffer area around the nest can be avoided. If it cannot be avoided, activities shall cease in this area around the nest and shall not continue until after all nests have hatched. Contact FWC at MarineTurtle@MyFWC.com to review the project area and FWC shall make a recommendation to DEP as to whether work can resume.

This Permit Modification allows work on the sandy beach, with a few exceptions; namely that a 20 ft buffer area must be maintained from the turtle nest, and that no activities shall take place within that buffer zone.

P.O. BOX 2438, BECKLEY, WV 25802-2438 - 2251 ROBERT C. BYRD DRIVE, BECKLEY, WV 25801
PHONE (304) 252-6575 FAX (304) 252-4131

On July 27, 2025, it was discovered by the Flagler Turtle Patrol (FTP) that a sea turtle had nested within the Contract plan's designated trestle footprint. On July 28, 2025, FTP came to the Project and staked out the 20' buffer zone. It was determined that at least 2 pipe pile and 2 batter pile are currently in direct conflict with the turtle nest. As such, these pile cannot be installed without violating *Specific Condition 12* of the FDEP permit. In a worst-case scenario, where a re-design that stays outside of the nest's buffer zone is not possible, the trestle pile cannot be installed until the eggs hatch (incubation period of 50-70 days, per FTP).

Based on the foregoing, in accordance with *Standard General Conditions of the Construction Contract*, including *Section 4.05A, Section 11.04*, *Section 11.05*, and (should V&G and the City not be able to reach an agreement on compensation and time), *Article 12*, V&G submits this letter as a Notice of Intent to file a claim for any additional compensation and contract time due to the impact. V&G is entitled to an equitable adjustment allowing for additional compensation and additional time associated with these impacts as such adjustment is essential to V&G's ability to complete the Work within the Contract Time. Currently, the impacts are ongoing and continuous. As previously discussed, V&G is currently exploring options with the City to redesign the trestle location in an effort to maintain a 20' buffer from the turtle nest. In addition to the costs of delay, we anticipate additional costs related to engineering expenses for the trestle re-design and possibly costs associated with furnishing and installing non-typical trestle sections to avoid the turtle nest.

We appreciate your assistance and coordination. Should the City require additional information, please feel free to contact me.

Sincerely,

Justin McKay
Project Manager
Vecellio & Grogan, Inc.

cc: Cory Butz, Director of Operations, Vecellio & Grogan, Inc.
Kent Ponder, P.E. Senior Project Engineer, England-Thims & Miller, Inc.
Maksim Milovidov, P.E., Project Engineer, England-Thims & Miller, Inc.
Todd Anderson, Project Manager, City of Flagler Beach

City Contract:
Flagler Beach Pier Replacement

VECELLIO & GROGAN, INC.

10/2/2025
Vecellio & Grogan, Inc.
Change Order Request - Sea Turtle Nest # 2

COST DATA SHEET

Labor Breakdown:

Labor	Qty	Hrs.	Total
Jose Centeno	Project Superintendent	128.0 hrs.	$ 7,872.62
Justin McKay	Project Manager	88.0 hrs.	$ 4,023.80
Arlion Jenkins IV	Field Engineer	128.0 hrs.	$ 4,615.38
Jaylan Burchell	Pile Driver Foreman	16.0 hrs.	$ 692.48
John Felso	Crane Operator	69.0 hrs.	$ 2,898.00
Donald Mertz Jr.	Crane Operator	81.0 hrs.	$ 3,483.00
Subtotal Labor Cost			**$ 23,585.28**
Subtotal Burden	**34.46%**		**$ 8,127.49**
Total Labor Cost			**$ 31,712.77**

Mark-up Breakdown:

Total Labor (15%)	$ 31,712.77		$ 4,756.92
Total Equipment (15%)	$ 48,325.48		$ 7,249
Total Subsistence (15%)	$ 3,149.98		$ 472
Total Subcontractor (5%)	$ 2,200.00		$ 110.00
Total Mark-up Cost			**$ 12,588.23**

Summary:

Subtotal Labor, Equipment, & Mark-up Cost			$ 97,976.46
Bond		0.425%	$ 416.40
GRAND TOTAL			**$ 98,392.86**

Updated Blue Book Equipment Breakdown:

Classification	Description	Qty	Units	Unit Price	Total
Pickup Truck (J McKay)	2025 Ford F150 SuperCrew XLT	1.00	84.00	$ 31.54	$ 2,649.36
Pickup Truck (J Centeno)	2024 Ford F150 SuperCrew XLT	1.00	132.00	$ 31.40	$ 4,144.80
Pickup Truck (J Burchell)	2022 Ford F150 XL	1.00	132.00	$ 25.65	$ 3,385.80
200 Tn Crawler Crane	Linkbelt 248	1.00	132.00	$ 549.97	$ 23,604.24
Vibratory Hammer w/ Unit	HPSI 300	1.00	136.00	$ 164.26	$ 4,394.16
Diesel Impact Hammer	APE D-36	1.00	136.00	$ 136.91	$ 5,604.56
Welding Machine	MQ Whisperweld	1.00	136.00	$ 10.07	$ 284.24
Excavator	CAT 320	1.00	132.00	$ 97.95	$ 4,258.32
		-	-		
Total Equipment Cost					**$ 48,325.48**

Subsistence

Description	Qty	Unit	Unit Price	Total
Justin McKay	11.00	DY	$ 68.18	$ 750
Jose Centeno	16.00	DY	$ 113.64	$ 1,818
Arlion Jenkins	16.00	DY	$ 36.36	$ 582
Total Material Cost				**$ 3,150**

Subcontractor:

Description	Qty	Unit	Unit Price	Total
Morales Consulting Engineers	1.00	LS	$ 300.00	$ 300.00
Upham, Inc.	1.00	LS	$ 1,100.00	$ 1,100.00
Sunbelt Rentals (Rental Equip Pickup/Deliv)	4.00	Ea	$ 200.00	$ 800
Total Subcontractor Cost				**$ 2,200**

Project: **Flagler Beach Fishing Pier Replacement**
Contractor: **Vecellio & Grogan, Inc.**
COFB PO No.: **25-23278**

Month	Year

CONTRACT DAY TABLE

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		Weather days per month	Holidays per month	Special Events per month
June	2025																1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		Jun	0	0	
July	2025	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	Jul	0	0	
August	2025	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	Aug	0	0	
September	2025	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107		Sep	1	1	
October	2025	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	Oct	2	0	
November	2025	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168		Nov			
December	2025	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	Dec			
January	2026	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	Jan			
February	2026	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258				Feb			
March	2026	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	Mar			
April	2026	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319		Apr			
May	2026	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	May			
June	2026	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380		Jun			
July	2026	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	Jul			
August	2026	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	Aug			
September	2026	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472		Sep			
October	2026	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	Oct			
November	2026	504	505	506	507	508	509	**510**	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533		Nov			
December	2026	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	Dec			
January	2027	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	Jan			
February	2027	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623				Feb			
March	2027	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	Mar			
																																	Totals:	3	1	0

Weather days
Holidays
Special Events days
Last day of contract

CHANGE ORDER 01: 29 DAYS

CHANGE ORDER 02: 36 DAYS + 4 WEATHER LETTER DAYS

CRC GROUP

One N. Franklin Street Suite 3500
Chicago, IL 60606
Phone: 312-621-1770

CONFIRMATION OF COVERAGE BOUND
(BINDER CONFIRMATION)

William D. Phelps
Friedlander Company
PO Box 2466

Charleston, WV 25329

Jul 02, 2025

Re: City of Flagler Beach Pier
Policy #:B0507OL2500023
Effective: 7/1/2025 to 1/1/2027

Dear William:

We are pleased to confirm the attached binder being offered with **Lloyd's of London.** This carrier is **Non-Admitted** in the state of **FL.** Please note that this binder is based on the coverage, terms and conditions as stated in the attached binder, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms bound as per the attached and those terms originally requested. This coverage may not be bound without a fully executed CRC brokerage agreement.

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

Mailing Address: 105 South 2nd Street PO Box 70
Flagler Beach, FL 32136

Physical Address: 215 S Ocean Blvd,
Flagler Beach, FL 32136

Coverage as bound per the attached. Premium and Commission are as follows:

Premium:	$534,427.98
TRIA Premium:	- NOT APPLICABLE
Broker Fee	$1,000.00
Surplus Lines Tax	$26,450.14
Stamping Office Fee	$321.26
FL EMPATF	$4.00
Total:	**$562,203.38**

Broker Fees & Policy Fees are Fully Earned at Binding

Commission: 10%

If Non Admitted the following applies:

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-92. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the award of Contract WW180131 to L7 Construction Inc. for the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project in the amount of $46,307,000; authorizing the contract and related documents; and providing for conflict and an effective date.

Background:

The City of Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project (FDEP Project No. WW180131) is a major capital improvement effort designed to enhance nutrient removal processes, improve operational efficiency, and ensure compliance with modern state and federal water quality standards.

Bids for construction were solicited and evaluated in accordance with City and Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program requirements. Following the evaluation, L7 Construction Inc. was determined to be the lowest responsive and responsible bidder, with a total bid amount of $46,307,000.

On October 20, 2025, FDEP issued an award authorization letter granting the City approval to proceed with awarding the contract to L7 Construction Inc. The project will be funded through the SRF loan and grant program, with funds disbursed as they become available.

Mr. Edgar Fernandez will be available at the Dec 11 meeting to review funding (and throughout the afternoon of Dec 11 to meet with City Commissioners, if desired). Representatives of McKim & Creed and L7 Construction will be available to discuss design and construction of the proposed improvements.

Fiscal Impact:

Funding for this project will be provided through the FDEP State Revolving Fund (SRF) Program, with segmented disbursement according to available funds. The total contract award amount is $46,307,000.

Staff Recommendation:

Staff recommends approval of Resolution 2025-92, authorizing the award of the Flagler Beach WWTF Biological Nutrient Removal Improvements contract to L7 Construction Inc. in the amount of $46,307,000, and authorizing the contract and related documents.

Attachments:

1. Resolution for WWTF Awarding L7
2. Engineer Letter/Bid Tabs
3. WWTP VOL. 1 SPECS
4. WWTP VOL. 2 SPECS
5. WWTP VOL. 3 SPECS
6. Razorback Bid
7. Award Letter from FDEP to Flagler beach
8. Construction Contract sign by L7 Construction
9. WWTP Construction Drawings
10. Bid Tab of Contractors
11. L7 Certificate of Insurance
12. Razorback Bid pages

RESOLUTION 2025-92

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE AWARD OF CONTRACT WW180131 TO L7 CONSTRUCTION INC. FOR THE FLAGLER BEACH WASTEWATER TREATMENT FACILITY (WWTF) BIOLOGICAL NUTRIENT REMOVAL (BNR) IMPROVEMENTS PROJECT IN THE AMOUNT OF $46,307,000; AUTHORIZING THE CONTRACT AND RELATED DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is undertaking the Flagler Beach Wastewater Treatment Facility (WWTF) Biological Nutrient Removal (BNR) Improvements Project (FDEP Project No. WW180131) to upgrade the facility's treatment process to meet current and future water quality standards; and,

WHEREAS, bids were received and evaluated in accordance with City procurement policies and the requirements of the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) Program; and,

WHEREAS, the FDEP has reviewed the bidding documentation and, by letter dated October 20, 2025, authorized the City of Flagler Beach to award the construction contract to L7 Construction Inc. in the amount of Forty-Six Million Three Hundred Seven Thousand Dollars ($46,307,000);

WHEREAS, staff finds that awarding this contract is in the best interest of the City and consistent with the approved project funding and permitting;

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

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

SECTION 2. The City Commission Hereby awards Contract WW180131 for the Flagler Beach Wastewater Treatment Facility Biological Nutrient Removal Improvements Project to L7 Construction Inc. in the amount of $46,307,000.

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 City Commission 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

City of Flagler Beach

800 South Daytona Avenue
Flagler Beach, Florida 32136
Phone 386-517-2000 Ext. 230

Office of the City Engineer

June 10, 2025

City of Flagler Beach
105 S. 2nd Street
Flagler Beach, FL 32136
RE: WWTF: BNR Improvements
BID NO. 25-0303

Dear Ms. Novak,

The City received two (2) bids on the above referenced project on May 29, 2025. The bid consisted of a base bid (BNR Improvements) and one additive alternate bid item (Aluminum Sluice/Slide Gates). See attached bid tabulation. L7 Construction of Longwood Fl. submitted the lowest base bid of $46,307,000.00 and lowest combined bid (base + alternate) of $46,207,000.00.

We have reviewed L7 Construction's submitted bid documents for completeness and accuracy and found the bid to be complete and accurate. The contractor has an active State contracting license which is in good standing with no active complaints.

I attempted to obtain information from the three references provided by the contractor. Only one of the three L7's references responded to my request; that response was positive. Based on the references, I believe the contractor has the necessary experience and ability to successfully complete this project. Therefore, I recommend the City award the project to L7 Construction Inc. in the amount of $46,307,000.00 if the base bid only is to be awarded, or in the amount of $46,207,000.00 if the combined bid (base + alternate) is to be awarded. Do not hesitate to contact me if you have questions or need additional information.

Sincerely,

William H. Freeman

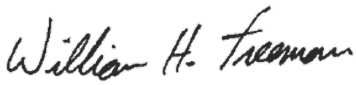
William H. Freeman, P.E.
City Engineer of Flagler Beach
Attachment: Bid Tabulation

WWTP Bid Checklist

DONE	DESCRIPTION
x	Bid Form Filled
x	Addendum List Acknowledged
x	Bid Form Filled
x	Total Amount Indicated
x	Add/Alt. bid items identified
x	Schedule of Bid MFGR/Suppliers
x	Contractor Signature
x	Copy Surety Provided
x	List of Subcontractors Provided
x	Qualification Statement
x	Experience Summary
x	Resume of Key Personnel
x	Independent Acct. Financial Report
x	Letters of Reference
x	Qualification Statement
x	Bid Bond Form
x	Corporate Resolution
x	Trench Safety Act Compliance
x	Drug Free Workplace

DONE	DESCRIPTION
x	Non Collusion Affidavit
x	Conflict of Interest Affidavit
x	Public Records Law Affidavit
x	Disputes Disclosure Form
x	Americans w/ Disabilities Act Affidavit
x	Unauthorized (illegal) Alien Workers Affidavit
x	E-Verify Compliance Affidavit
x	Financial Information Form
x	Insurance Requirement
x	Insurance Endorsement Form
x	Certification of non-segregated facilities
x	Receipt of exempt public records & agreement
x	Solicitation, Giving and Acceptance of Gifts
x	Copy of Corporation w/ State of FL.
x	Copy of W-9
x	Copy of Fl. State License w/DBPR

Item No.	Description	Unit	L7 Const.	Razorback LLC
1	Mobilization, Demobilization, Bonds, Insurance, Contractor's trailer, all temp facilities,and miscellaneous items.	LS	$500,000.00	$1,600,000.00
2	Survey, layout and As-Built Information necessary for project completion	LS	$46,000.00	$110,000.00
3	Pre-construction High Definition (HD) Recording of all construction areas	LS	$3,000.00	$6,000.00
4	Lump um Price for Indemnification as specified in the general conditions	LS	$1,000.00	$1,000.00
5	Drone Aerial Photography of the WWTP during and after construction	LS	$17,000.00	$17,000.00
6	3D High Def laser survey after completion	LS	$40,000.00	$40,000.00
7	Project Cash Allowance	LS	$100,000.00	$100,000.00
8	Influent Structure and Mechanical Screening System	LS	$2,300,000.00	$2,271,000.00
9	Master Lift Station	LS	$800,000.00	$925,000.00
10	EQ Basin/BNR Treatment System	LS	$14,500,000.00	$15,481,000.00
11	Site Work	LS	$6,200,000.00	$5,764,000.00
12	Secondary Clarifier System and Flow Splitter Box	LS	$5,900,000.00	$6,121,000.00
13	RAS/WAS Pumping System Improvements	LS	$800,000.00	$991,000.00
14	Tertiary Filtration System/CCC structure	LS	$3,900,000.00	$5,642,000.00
15	Aerobic Digestion System Modifications		N/A	N/A
16	Electrical Building No. 1	LS	$1,300,000.00	$515,000.00
17	Electrical Controls & Instrumentation Improvements	LS	$9,000,000.00	$9,691,000.00
18	SCADA System Improvements	LS	$900,000.00	$1,005,000.00
TOTAL BASE BID LUMP SUM AMOUNT (Items 1 -18)			**$46,307,000.00**	**$50,280,000.00**
	Addititve/deductive Alternates			
F	Aluminum Sluice gates, In lieu of composite	LS	-$100,000.00	-$98,000.00
Total Bid	**TOTAL ALTERNATE BID**		**$46,207,000.00**	**$50,182,000.00**



William H. Freeman P.E.
City Engineer
bfreeman@cityofflaglerbeach.com

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

October 20, 2025

Patti King
Mayor
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136

Re: WW180131 – Flagler Beach
Flagler Beach WWTF Biological Nutrient Removal (BNR) Improvements

Dear Mayor King:

We have reviewed the bidding information for the Flagler Beach WWTF Biological Nutrient Removal (BNR) Improvements contract. The selection of the bidder identified below is acceptable.

Contractor	Award Amount
L7 Construction Inc.	$46,307,000.00

This letter is your authorization to award the contract. Please note that due to segmented funding for this project, funds may be awarded and disbursed only as they become available. Please submit a copy of the notice to proceed, a copy of the executed contract between the City and the contractor, and the attached certification of contractor's insurance and bonding after the contract is executed via email at SRF_Reporting@dep.state.fl.us. No disbursements for this contract will be made until the documents mentioned above are returned to us.

Please send preconstruction meeting schedules and change orders to Pankaj Shah for review. For further assistance, please call Charles Richards at (850)245-2926.

Sincerely,

Teresa Robson, Program Administrator
State Revolving Fund Management

TR/cr

Attachment

cc: Bill Freeman - Flagler Beach
Todd Anderson - Flagler Beach

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 L7 Construction, a corporation, whose address is 275 Hunt Park Cove, Longwood, Florida 32750 (the "Contractor").

W I T N E S S E T H :

WHEREAS, the City requires the services of a contractor to perform WWTF Biological Nutrient Removal (BNR) Improvements (hereinafter referred to as the "Project"); and

WHEREAS, on 3/10/2025, the City issued Bid Number FB 25-0303; 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 10/21/2025, 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 L7 Construction, Incorporated.

Day means a calendar day.

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

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

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

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

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

Project means the *WWTF Biological Nutrient Removal (BNR) Improvements*.

Site means City of Flagler Beach Waste Water Treatment Facility.

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 *WWTF Biological Nutrient Removal (BNR) Improvements*, in accordance with the Scope of Services made part of this Contract, attached hereto as **Exhibit A** and incorporated herein. The Work shall be completed in accordance with the plans and specifications on file with the City of Flagler Beach, the receipt of which is hereby acknowledged and which are incorporated herein by this reference.

ARTICLE 3. TERM

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

ARTICLE 4. CONTRACT PRICE

4.1 The City shall pay Contractor for the construction services rendered hereunder and completed in accordance with the terms and conditions of this Contract a total amount not to exceed *Fourty-Six Million, Three-Hundred Seven Thousand Dollars ($46,307,000.00)* (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: $1,250.00 for each calendar day that expires after the time stipulated in the Bid documents Article 1.03(A) for substantial completion. $1,000.00 for each calendar day that expires after the time stipulated in the Bid documents Article 1.04(A) for completion and readiness for final payment.

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 Bidding. 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 in the manner and to the extent set forth in Section 11.4. hereof.

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

12.3 **Termination by the City for Cause.**

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

A. Is adjudged bankrupt.

B. Makes a general assignment for the benefit of Contractor's creditors.

C. Has a receiver appointed on account of Contractor's insolvency.

D. Repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials.

E. Fails to commence or diligently pursue the Work in accordance with Project Schedule, if applicable, or otherwise within the time specified in the Contract Documents.

F. Fails to make prompt payments to Subcontractors in accordance with the respective agreements between Contractor and the Subcontractors or suppliers.

G. Repeatedly disregards applicable federal or state laws, rules, ordinances, regulations, codes or lawful orders of any public authority having jurisdiction.

H. Refuses to allow public access to any documents, papers, letters, or other material made or received by Contractor in conjunction with this Contract that are subject to the provisions of Chapter 119, *Florida Statutes*.

I. Is otherwise in breach of a material provision of this Contract.

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

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

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

12.4 **Termination by City for Convenience.**

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

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

B. Take actions reasonably necessary, or as directed by the City, to protect and preserve the Work.

C. Except for Work directed to be performed prior to the effective date of termination, terminate all existing subcontracts and purchase orders and refrain from entering into any further subcontracts and/or purchase orders.

12.4.2 In the event of the City's Termination for Convenience, the City shall pay Contractor for Work properly executed up to the effective date of termination and reasonable costs incurred by reason of such termination.

12.4.3 In the event of a Termination for Convenience, Contractor shall be paid by City for: (A) the unpaid portion of the Contract Price relating to Work properly executed in accordance with this Contract up to the effective date of the Termination for Convenience and (B) reasonable, documented demobilization costs incurred as a direct result of the Termination for Convenience. In no event shall Contractor be entitled to any compensation for consequential or indirect damages, including but not limited to, loss of overhead, anticipated profits or revenue, loss of opportunity, or other economic loss arising out of or resulting from such termination.

12.4.4 The remedy provided under this Section shall be Contractor's exclusive remedy under this Contract against the City for Termination for Convenience. In the event any termination for cause or default of Contractor pursuant to this Contract is later determined to have been improper, such termination or default shall be automatically converted to a Termination for Convenience under this Section and Contractor shall be limited in its recovery strictly to the compensation provided for in this Section.

ARTICLE 13. MISCELLANEOUS

13.1 **Dispute Resolution.** In the event of any dispute, claim, or controversy arising out of or relating to this Contract, the Parties agree to first attempt to resolve the matter through good faith negotiations. Any Party may initiate the negotiation process by providing written notice to the other Party, outlining the nature of the dispute. If the Parties are unable to resolve the dispute within thirty (30) Days of such notice, either Party may proceed to

resolve the matter through litigation in a court of competent jurisdiction as defined in Section 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: L7 Construction, Incorporated
Attn: Brett Lefever
275 Hunt Park Cove
Longwood, Florida 32750

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

L7 Construction, Incorporated

Signature

BRETT LEFEVER
Print

PRESIDENT
Title

ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF SEMINOLE

Sworn to (or affirmed) and subscribed before me by means of

online notarization ☐ *OR* physical presence ☒

this 4th day of NOVEMBER, 2025.

Personally Known ☒ *OR* Produced identification ☐

Type of Identification Produced: N/A

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public below:

MELISSA PUGH
Notary Public, State Of Florida
Commission No. HH 286357
My Commission Expires: 7/12/2026

Attachment H

State of Florida

Affidavit Regarding the Use of Coercion for Labor and Services

Respondent Vendor Name: L7 CONSTRUCTION INC.

Vendor FEIN: 26-0210469

Vendor's Authorized Representative Name and Title: BRETT LEFEVER - PRESIDENT

Address: 275 HUNT PARK COVE

City: LONGWOOD State: FL ZIP: 32750

Phone Number: 321-972-9325

Email Address: BLEFEVER@L7CONSTRUCTS.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: _____
AUTHORIZED SIGNATURE

Print Name and Title: BRETT LEFEVER - PRESIDENT

Date: 11/4/25

Member Name City of Flagler Beach
Bid Number ITB-FB-25-0303-0-2025/PO
Bid Name Flagler Beach WWTF - Biological Nutrient Removal (BNR) Improvements

20 Document(s) found for this bid

44 Planholder(s) found

SupplierName	Deductive Bid Item (F)	Bids Received	FullName	Email	Address1	Address2	City	State	PostalCode	Phone
B & D Industrial			Gerald Bernard	gbernard@bdindustrial.com	607 Lower Poplar Street		Tampa	FL	31201	9548688821
Barney's Pumps, Inc.			Robbie Pearce	pearcer@barneyspumps.com	PO Box 3529		Lakeland	FL	33812	8636658500
Benro Enterprises Inc dba Rocha Controls			Raymond Rocha	rrocha@rochacontrols.com	5025 Rio Vista Ave		Tampa	FL	33634	8136285584
cathcart construction company - florida, LLC			John Cathcart	cathcart01@yahoo.com	1056 WILLA SPRINGS DRIVE		Oviedo	FL	32708	4073416465
Chinchor Electric, Inc.			Don Hasco	estimating@chinchorelectric.com	1460 South Leavitt Ave		Orange City	FL	32763	3867741020
Civil Services Inc			Jill Renzi	jrenzi@civilservicesinc.com	2394 St. Johns Bluff Road, South		Jacksonville	FL	32246	9046411834
Consolidated Pipe and Supply, Inc.			Joe Cobb	jcobb@consolidatedpipe.com	1205 Hilltop Parkway		Birmingham	AL	35204	(205) 323-7261
ConstructConnect			ConstructConnect	content@constructconnect.com	3825 Edwards Rd	Suite 800	Cincinnati	OH	45209	8772271680
Custom Pump & Controls			Lindsey Garrison	l.garrison@custompump.com	1840 River Oaks Road		Jacksonville	FL	32207	6155338760
Custom Pump and Controls Inc.			Thomas Marinace	t.marinace@custompump.com	1840 River Oaks Road		Jacksonville	FL	32207	9542995156
D&S Steel inc			Justin Stancil	dssteel.jstancil@gmail.com	177 Anclote Rd		Tarpon Springs	FL	34689	7279389500
Dewberry			Brooke Weinstein	bweinstein@dewberry.com	8401 Arlington Blvd.		Fairfax	VA	22031	7038490100
Dodge Data			Bonny Mangold	dodge.docs@construction.com	2860 S State Highway 161	160 #501	Arlington	TX	75052	4133767032
Dugan & Meyers			Christopher Mincey	cmincey@dugan-meyers.com	11110 Kenwood Rd		Cincinnati	OH	45242	5138914300
Electrical Design Associates, Inc.			Stephen Bailey	sbailey@baileyengineering.com	7284 West Palmetto Park Rd	Suite 302-S	Boca Raton	FL	33433	5618195556
Ferreira Construction Company Inc.			Tino Garcia	tinog@ferreiraconstruction.com	31 Tannery Rd		Somerville	NJ	08876	7722865123
Florida Aquastore			Brandee Velez	brandee@florida-aquastore.com	4722 NW Boca Raton Blvd	Suite c102	West Palm Beach	FL	33413	(561) 994-2400
Florida Design Contractors			Amanda Denton	bids@floridadesigncontractors.com	1326 South Killian Drive		West Palm Beach	FL	33403	5618451233
Florida Utility Solutions, Naples, FL			Alana Faircloth	Mitchgilbert@floridautilitysolutions.com	10600 E Terry St		Bonita Springs	FL	34135	(239) 825-7818
ICON Supply, Inc. d/b/a ICON Technologies			Mark Tempest	mtempest@icon-tech.com	22650 County Highway 6		Detroit Lakes	MN	56501	8139362030
JCA Surety Group			Jorge Bracamonte	jb@jcasurety.com	1602 Georgia Blvd		Winter Park	FL	32803	4075754361
L7 Construction, Inc.	$100,000.00	$46,307,000.00	Brett Lefever	blefever@L7constructs.com	275 Hunt Park Cove		Longwood	FL	32750	3219729325
Lawrence Lee Construction Services, Inc.			Geoffrey L Schmidt	GS@LawrenceLeeConstruction.com	800 SE Lincoln Ave		Stuart	FL	34994	5615789892
McKim & Creed, Inc.			Allison Paksoy	bizdevelopment@mckimcreed.com	4610 General Pershing Dr		Charlotte	NC	28209	
McMahan Construction Co., Inc.			Dean Kellogg	dkellogg@mcmahanfl.com	P.O. Box #223		Deland	FL	32721	3867341071
Miller Electric Company			Helga Oliver	holiver@mecojax.com	6805 Southpoint Parkway		Jacksonville	FL	32216	(904) 388-8000
Moss Kelley, Inc.			Janet Dongilli	janet@mosskelley.com	7284 West Palmetto Park Road	suite 304	Boca Raton	FL	33433	9547552092
MTS Environmental			Michelle Fagan	mtsenvironmental@bellsouth.net	3102 Sawgrass Village circle		Ponte VEdra Beach	FL	32082	9042738600
Odyssey Manufacturing Co			Patrick H Allman	pallman@odysseymanufacturing.com	1484 Massaro Blvd		Tampa	FL	33619	8136350339
Onvia, Inc. - Content Department			Content Source Management	sourcingsupport@deltek.com	509 Olive Way, Suite 400		Seattle	WA	98101	2063739500
PC Construction Company			Karyn Carstensen	kcarstensen@pcconstruction.com	193 Tilley Drive		South Burlington	VT	05403	8026584100
Petticoat-Schmitt Civil Contractors, Inc.			Lori Keller	lkeller@petticoatschmitt.com	6380 Philips Hwy		Jacksonville	FL	32216	9047510888
Prime Construction Group, Inc.			Zachary Fields	estimating@pcginc.org	1000 Jetstream Drive		Orlando	FL	32824	4078568180
PWC Joint Venture, LLC.			Jake Weiss	jweiss@weissconstruction.com	5256 Summerlin Commons Way	Suite 203	Fort Myers	FL	33907	2392705907
Qualis Concrete			Santiago zuleta	qualisconcrete@gmail.com	275 Lakay PL		Orlando	FL	32779	8133766305
R.J. Sullivan Corp			Jason Buckwalter	jbuckwalter@rjsullivancorp.com	2001 NW 22nd St		Pompano Beach	FL	33069	9549750388
Revere Control Systems, LLC			Clare Connelly	FL-Sales@reverecontrol.com	5201 Princeton Way		Lakeland	FL	35226	8636465781
Sawcross, Inc.			Mark Hickinbotham	markh@sawcross.com	10970 New Berlin Road		Jacksonville	FL	32226-2270	9047517500
Southeastern Surveying and Mapping Corp.			Marketing Team	marketing@ssmc.us	6500 All American Blvd		Orlando	FL	32810	4072928580
Synergy Equipment			Matthew Martinko	mmartinko@synergyequip.com	4256 Wicks Branch Rd		Saint Augustine	FL	32086	(904) 086-0377
Tom Evans Environmental , Inc.			Dennis Szczepanek	ds@tomevans.com	3200 Flightline Drive, Suite 302		Lakeland	FL	33811	8636193789
Trinova Inc			Ted Penland	ted.penland@trinovainc.com	2401 Drane Field Road		Lakeland	FL	33811	8636824500
U.S. Water Services Corporation			Jeff Dupont	jdupont@uswatercorp.net	4939 Cross Bayou Boulevard		New Port Richey	FL	34652	(727) 919-2942
Vortex Service LLC			Mary Harles	shilson@vortexcompanies.com	29 Rushmore Dr		Riverview	FL	29615	8136260700
Razorback LLC	$98,000.00	$50,280,000.00	Anthony Houllis	anthony@razorbackllc.com	177 Anclote Rd		Tarpon Springs	FL	34689	7279389500

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Reina Gonzalez	
LRA Insurance P.O. Box 948173 Maitland FL 32794	PHONE (A/C, No, Ext): (407)838-3445	FAX (A/C, No): (407)838-3460
	E-MAIL ADDRESS: rgonzalez@lrainsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Scottsdale Ins. Co.	41297
INSURED L7 Construction, Inc. 275 Hunt Park Cove Longwood FL 32750	INSURER B: Auto Owners Insurance Co.	18988
	INSURER C: Bridgefield Casualty Ins Co	10335
	INSURER D: Colony Insurance Co.	39993
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25/26 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: Cyber Liability	X	Y	VRS0008280 C-4LWN-098567-CYBER- 2025	7/11/2025 7/11/2025	7/11/2026 7/11/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ $1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X	Y	53-938986-00	7/11/2025	7/11/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			VES0005109	7/11/2025	7/11/2026	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	830-48507	7/11/2025	7/11/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Pollution Liability			VRS0008280	7/11/2025	7/11/2026	Each Occurence/Aggregate	$1MIL/$2MIL
D	Excess Liability/ Over $5M XS			EXO4286437	7/11/2025	7/11/2026	Each Occurence/Aggregate	$4MIL/$4MIL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 25-011 Flagler COI | Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions are included as additional insured with respects to the General Liability coverage, for ongoing and completed operations, on a primary and non-contributory basis, where required by written contract and as additional insured with regards to the Auto Liability on a primary and non-contributory basis. Waiver of Subrogation is included in favor of the certificate holder with regards to the Auto Liability, Workers Compensation & General Liability coverage.

CERTIFICATE HOLDER

City of Flagler Beach
105 S. 2nd St.
Flagler Beach, FL 32136

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M Showalter/JBRADY

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D. All Bid items shall include all materials, labor, equipment, transportation, permit fees, tests, associated appurtenances, miscellaneous items and incidentals, overhead, profit and costs of all kinds necessary to complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

E. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions (Section 00700) as amended by the Supplementary Conditions (Sections 00800, 00805, and 00806).

F. ***The Bidder accepts the provisions of the Agreement (Section 00500) as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.***

G. ***The Work shall be performed under a Florida Contractor's License.*** The Contract shall not be awarded unless proof of valid license(s) is provided.

FLAGLER BEACH WWTF: BNR IMPROVEMENTS - BID FORM			
Item No.	**Description**	**Unit**	**Total Cost**
	General Conditions		
1	**Mobilization, Demobilization, Bonds, Insurance, Contractor's trailer(s), all temporary facilities, and miscellaneous items** necessary for project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 1,600,000.00
2	**Survey, Layout and As-Built Information** necessary for project completion as shown on the Contract Drawings and described in the Contract Documents	LS	$ 110,000.00
3	**Preconstruction High-Definition (HD) Recording** of all construction areas, at the project site, prior to the commencement of construction activities, as required by the Contract Documents.	LS	$ 6,000.00
4	**Lump Sum Price for Indemnification** as specified in the General Conditions and as amended in the Supplementary Conditions.	LS	**$ 1,000**
5	**Drone Aerial Photography** of the Flagler Beach WWTF area where improvements are to be made, prior to construction, on a monthly basis during construction and after final project construction, as specified in the Contract Documents.	LS	**$ 17,000**
6	**3D High-Definition Laser Survey** of the entire Flagler Beach WWTF Site, after completion of all project improvements, as specified in the Contract Documents.	LS	**$ 40,000**
7	**Project Cash Allowance** for misc. project items, including the Building Permit, operation/compliance equipment, computer hardware/software, etc., as specified in the Contract Documents	LS	**$ 100,000**

FLAGLER BEACH WWTF: BNR IMPROVEMENTS - BID FORM			
Item No.	Description	Unit	Total Cost
	Base Bid Improvements		
8	**Influent Structure and Mechanical Screening System** to include, but is not limited to, the construction and complete installation of the Influent Structure and the mechanical screening system. This includes the cast-in-place Influent Structure, mechanical screening and washer/compactor systems; piping and valving systems; grating systems; handrails; toeplate; waterproofing systems and painting; miscellaneous metals, associated appurtenances, start-up and demonstration testing, and miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 2,271,000.00
9	**Master Lift Station** to include, but is not limited to, the construction and complete installation of the facility Master Lift Station, complete with all equipment. This includes the precast concrete wet well and lining system, submersible wastewater pumps, rails, piping, valves and appurtenances, hatches, miscellaneous metals, associated appurtenances, start-up and demonstration testing, and miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 925,000.00
10	**EQ Basin/BNR Treatment System** to include, but is not limited to, the construction and complete installation of the BNR treatment system (3 BNR trains; complete with all equipment). This includes EQ Basin and pumping system; primary anoxic, aerobic, deoxygenation, secondary anoxic, and deoxygenation basins, a common reaeration basin; mixers, sluice/slide gates, blowers; air piping and diffusion systems; grating systems; handrails; toeplate; waterproofing systems and painting; scum collection system; miscellaneous metals, associated appurtenances, start-up and demonstration testing, 30-day operational test and miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 15,481,000.00
11	**Site Work** including site piping, fittings, valves, and associated appurtenances, trenching, excavation, filling, backfilling, compaction, grading, roadways, sidewalks, utility improvements, stormwater management system modifications, sodding, and miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 5,764,000.00
12	**Secondary Clarification System and Flow Splitter Box** to include, but is not limited to, all earthwork, excavation, backfilling, compaction, grading, construction of the secondary clarifiers and clarifier flow splitter box, installation of secondary clarifier mechanisms, weirs, baffles, walkways, gates, piping, fittings, valves, waterproofing systems, painting, testing, associated equipment, appurtenances and any miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 6,121,000.00

FLAGLER BEACH WWTF: BNR IMPROVEMENTS - BID FORM			
Item No.	Description	Unit	Total Cost
	Project Improvements - Base Bid Items (Cont'd)		
13	**RAS/WAS Pumping System Improvements** to include, but is not limited to, earthwork, construction of a new RAS/WAS pumping station, slab, pumps, piping, valving, fittings, associated equipment, appurtenances, testing, and any other miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 991,000.00
14	**Tertiary Filtration System/CCC Structure** to include, but is not limited to, all earthwork, excavation, backfilling, compaction, grading, concrete work, construction of the Tertiary Filtration System/CCC Structure, and installation of all equipment (disc filters, gates, grating, chemical feed skids, piping, fittings, valves), waterproofing systems, painting, testing, associated equipment, appurtenances and any miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 5,642,000.00
15	**Aerobic Digestion System Modifications** to include, but is not limited to, draining and mobile dewatering of the sludge in the aerobic digester (cost/gal), vegetation removal, cleaning, concrete repair (provide square foot cost in bid), concrete coring/sawing, air diffusion system, PD blowers, piping, valving, fittings, associated equipment, appurtenances, testing, and any other miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS SQ FT Cost Cost / gallon	$ $ $
16	**Electrical Building No. 1** to include, but is not limited to, all earthwork, excavation, backfilling, compaction, grading, construction of the Electrical Building No. 1, waterproofing systems, housekeeping pads, painting, HVAC systems, acoustical ceiling, doors, testing, associated equipment, appurtenances, diesel driven emergency generator, and any miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 515,000.00
17	**Electrical, Controls & Instrumentation Improvements** consists of project electrical, controls and instrumentation improvements, facility lighting, power distribution and feeding, and other associated equipment/appurtenances associated with the improvements, necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents.	LS	$ 9,691,000.00
18	**SCADA System Improvements** to include, but is not limited to, installation of a facility SCADA system and shall encompass all of the equipment being supplied and installed as part of this Project and shall be designed, supplied, connected and tested to ensure total integration, compatibility and functionality as identified on the Contract Drawings and as detailed in the Contract Documents.	LS	$ 1,005,000.00
TOTAL BASE BID LUMP SUM AMOUNT (Items 1 - 18):			$ 50,280,000.00

FLAGLER BEACH WWTF: BNR IMPROVEMENTS - BID FORM			
Item No.	Description	Unit	Total Cost
	Additive/Deductive Bid Items		
A	**Demolition of the Existing Influent Structure** to include, but is not limited to, all demolition, pipe removal and capping/plugging, structure and equipment removal work and legal disposal of all demolished materials, miscellaneous items necessary, area restoration and sodding for Project completion as shown in the Contract Documents. *(Additive Bid Item)*	LS	$
B	**Demolition of the Existing Clarifier Flow Splitter Box** to include, but is not limited to, all demolition, pipe removal and capping/plugging, structure and equipment removal work and legal disposal of all demolished materials, miscellaneous items necessary, area restoration and sodding for Project completion as shown in the Contract Documents. *(Additive Bid Item)*	LS	$
C	**Demolition of the Existing RAS/WAS Pump Station** to include, but is not limited to, all demolition, pipe removal and capping, exterior/overhead structure and equipment removal work and legal disposal of all demolished materials, miscellaneous items necessary, area restoration and sodding for Project completion as shown in the Contract Documents. *(Additive Bid Item)*	LS	$
D	**Conversion of the Existing Secondary Clarifiers to Aerobic Facultative Digestion Reactors** to include, but is not limited to, demolition of infrastructure; removal of all sludge and cleaning of tankage; pouring of a new interior slab; installation of a PD blower system, air piping and diffusers; valving, fittings, associated equipment, waterproofing and painting systems, appurtenances, testing and any other miscellaneous items necessary for Project completion as shown on the Contract Drawings and described in the Contract Documents. *(Additive Bid Item)*	LS	$
E	**Not Constructing BNR Treatment Train No. 3** to include, but is not limited to, not constructing the third BNR treatment train, all concrete, installation of the submersible mixers, blowers; air piping and diffusion systems; grating systems; walkways, handrails; toeplate; waterproofing systems and painting; scum collection system; miscellaneous metals, and associated appurtenances into the third BNR Train as described in the Contract Documents. *(Deductive Bid Item)*	LS	$
F	**Aluminum Sluice/Slide Gates.** Installation of aluminum sluice/slides gates in lieu of the CoPlastix gates specified. *(Deductive Bid Item)*	LS	$ 98,000.00
G	**Construction of only one new Secondary Clarifier** to include, but is not limited to, construction of only proposed Secondary Clarifier No. 1, addition of a third splitter box to the new Secondary Clarifier Flow Splitter Box, and connection of the northern splitter box to existing Secondary Clarifier No. 2. *(Deductive Bid Item)*	LS	$

FLAGLER BEACH WWTF: BNR IMPROVEMENTS - BID FORM			
Item No.	Description	Unit	Total Cost
H	Application of a two-coat system of BASF's Thorocoat Heavy- Tex (textured) Acrylic Coating to the above grade exterior wall and top of wall surface of the existing Oxidation Ditch structure and the existing aerobic digester. *(Additive Bid Item)*	LS	$
I	Application of a two-coat system of a bituminous coating to the interior walls of the existing aerobic digestion system. *(Additive Bid Item)*	LS	$

H. ***Two (2) signed, executed original copies of the following documents shall be attached to and made a condition of this Bid*** (failure to submit these documents will result in the Bidder being deemed "***non-responsive***" and their ***bid "rejected"***):

Document	Description / Notation
Bid Form	Section 00300 of the Contract Documents
Bid Security	Surety Bid Bond or Cashier's Check
	Include Power of Attorney if a Bid Bond is used
Qualifications Statement	Section 00305 of the Contract Documents
Bid Bond Form (if Bid Bond used)	Section 00410 of the Contract Documents
Corporate Resolution Form	Section 00415 of the Contract Documents
Public Entity Crimes Affidavit	Section 00420 of the Contract Documents
Trench Safety Act Compliance	Section 00430 of the Contract Documents
Drug-Free Workplace Certification	Section 00470 of the Contract Documents
Non-Collusion Affidavit	Section 00480 of the Contract Documents
Conflict of Interest Affidavit	Section 00482 of the Contract Documents
Compliance with the Public Records Law Affidavit	Section 00484 of the Contract Documents
Disputes Disclosure Form	Section 00486 of the Contract Documents
Americans with Disabilities Act Affidavit	Section 00630 of the Contract Documents
Unauthorized (Illegal) Alien Workers Affidavit	Section 00632 of the Contract Documents
E-Verify Compliance Affidavit	Section 00634 of the Contract Documents
Certification of Non-Segregated Facilities	Section 00653 of the Contract Documents

Document	Description / Notation
Exempt Public Records/Agreement to Safeguard	Section 00655 of the Contract Documents
Solicitation, Giving and Acceptance of Gifts Policy	Section 00657 of the Contract Documents
Consideration for Indemnification	Section 00695 of the Contract Documents
Compliance with the FDEP Supplementary Conditions	Section 00805, 00806, and 00809 of the Contract Documents

1.07 Schedule of Manufacturer's/Suppliers for the Major Equipment

A. The Contract Documents are based upon the equipment and/or products available from the manufacturers / suppliers denoted as "A", "B", etc., on the Schedule of Base Bid Manufacturers / Suppliers, Table 1.07-A. ***The Bidder must indicate on the Bid Form, in Table 1.07 - A presented below, which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named manufacturer or supplier, he hereby agrees to provide the manufacturer/supplier identified as "A".*** After receipt of the Bids, the Bidder shall use the manufacturer or supplier circled, ***no exceptions***.

B. If the Bidder desires to propose one (1) or more "Or Equal" manufacturer's/supplier's, he must write in the name of such "Or Equal" in Table 1.07 - B, provided below, and completely fill in all information in the columns, but he must, nevertheless, also circle one of the listed manufacturers/suppliers in Table 1.07 - A. ***All "Or Equal" items must be identified at the time of Bid. "Or Equal" items will not be considered when determining the Apparent, Responsive, Responsible, Low Bidder.*** "Or Equal" items ***will not*** be evaluated or considered until after the "Effective Date" of the Agreement. ***The Bidder shall base his Bid on providing one of the listed manufacturers/suppliers and shall assume for bidding purposes that all "Or Equal" items will not be accepted.***

C. If the proposed "Or Equal" manufacturer/supplier is determined "not equivalent" by the Engineer, whose decision shall be "***final and absolute***", the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or ***if an "Or Equal" is rejected, he must use the manufacturer or supplier listed as in Table 1.07 - A as "A".*** Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless an "Or Equal" is approved).

D. Each proposed "Or Equal" will be evaluated in accordance with Article 6.05 of Section 00700, *General Conditions*, following the Effective Date of the Agreement.

E. In addition to the reimbursement required under Article 6.05 of Section 00700, *General Conditions*, the Contractor shall also reimburse the Engineer for any engineering costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed "Or Equal" items, such as additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed "Or Equal" items such as increased electrical requirements, larger building, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by the Bidder/Contractor and not by the Owner or Engineer. The Bidder further agrees that the use of the "Or Equal" equipment offered will not affect the Project completion date.

F. The Owner may request, and the Bidder shall supply any additional information on proposed "Or Equal" items prior to Notice of Award.

G. The Bidder shall submit to the Engineer, within thirty (30) days of the Notice to Proceed all dimensional, mechanical, electrical and structural changes and/or requirements for "Or Equal" equipment which will be paid by the Contractor for the Engineer's re-design.

TABLE 1.07 - A

SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS

ITEM NO.	EQUIPMENT	SPEC. SECTION	MANUFACTURER
1	Precast Concrete Structures	03400	A. Taylor Precast B. Mack Precast C. Or Approved Equal
2	Aluminum Grating	05530	A. Dixie Metal Products, Inc. B. American Grating C. Or Approved Equal
3	Fiberglass Grating	06605	A. Fibergrate B. American Grating C. Or Approved Equal
4	Double Wall Chemical Storage Tank	06702	A. Snyder Industries, Inc. B. Chem-Tainer Industries, Inc. C. Or Approved Equal

TABLE 1.07 - A SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS			
ITEM NO.	EQUIPMENT	SPEC. SECTION	MANUFACTURER
5	Aluminum Doors and Frames	08120	A. Alutech Corp. B. Cline Aluminum Doors C. Or Approved Equal
6	CoPlastix Sluice Gates	11295	A. Alfa Laval B. Or Approved Equal
7	Package Lift Station	11306	A. Sulzer B. Flygt C. Or Approved Equal
8	Submersible Lift Station Pumps	11310	A. Sulzer B. Flygt C. Or Approved Equal
9	RAS/WAS/EQ Pumps	11313	A. Wemco B. Or Approved Equal
10	Secondary Clarifier Equipment	11330	A. Ovivo B. Walker C. Or Approved Equal
11	Mechanical Barscreen	11335	A. John Meunier (Veolia) B. Parkson C. Huber D. Or Approved Equal
12	Chemical Metering Pumping Systems (Skid Mounted)	11340	A. Guardian B. Or Approved Equal
13	Disc Filtration System	11370	A. HydroTech B. Or Approved Equal
14	Biological Nutrient Removal System	11909	A. Krüger, Inc

TABLE 1.07 - A

SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS

ITEM NO.	EQUIPMENT	SPEC. SECTION	MANUFACTURER
15	SCADA System Integrator	13300	A. Inframark B. Revere Controls C. TESCO D. Or Approved Equal
16	Refrigerated Composite Sampler	13310	A. Teledyne ISCO, Inc. B. Or Approved Equal
17	TSS Meter (Continuous)	13310	A. HACH B. Or Approved Equal
18	Chlorine Residual Analyzer (Continuous)	13310	A. HACH
19	pH Meter (Continuous)	13310	A. HACH B. Rosemount C. Or Approved Equal
20	Flow Metering Systems	13310	A. Endress and Hauser B. Rosemount C. Or Approved Equal
21	Ductile Iron Pipe and Fittings	15060	A. American Cast Iron Pipe Co. B. U.S. Pipe & Foundry Co. C. Or Approved Equal
22	PVC Pipe and Fittings	15065	A. Certain-Teed Products, Corp B. Johns-Manville (J-M) C. Or Approved Equal
23	Plug Valves	15100	A. Mueller Co. B. Kennedy Valve C. DeZurik D. Or Approved Equal

TABLE 1.07 - A SCHEDULE OF BASE BID MANUFACTURERS / SUPPLIERS			
ITEM NO.	EQUIPMENT	SPEC. SECTION	MANUFACTURER
24	Check Valves	15100	A. Dezurik B. Henry Pratt C. Val-Matic D. Or Approved Equal
25	Diesel Engine Driven Generator	16216	A. Caterpillar B. Cummins C. Detroit Diesel D. Or Approved Equal
26	Variable Frequency Drives	16370	A. Allen Bradley B. Square D Company C. Or Approved Equal
27	480 Volt Motor Control Centers	16921	A. Allen Bradley B. Square D Company C. Or Approved Equal

H. "Or Approved Equal" Equipment Items and Products

1. ***The undersigned, as Bidder, agrees that "or approved equal" items will not be considered until after the "Effective Date of the Agreement"*** and will be evaluated in accordance with Article 6.05 of the General Conditions (Section 00700) as amended by the Supplementary Conditions (Sections 00800 and 00805/00806).

2. ***If the Bidder intends to propose "or approved equal" items after the "Effective Date of the Agreement", it is agreed that these items will be listed on the "Or Approved Equal" List (Table 1.07 - B) and this Table must be included with the Bid (form provided herein).*** Only the proposed "Or Approved Equal" items listed on the "Or Approved Equal" List (Table 1.07 - B) and submitted at the time of Bid will be evaluated by the Engineer in accordance with the General Conditions, as amended by the Supplementary Conditions.

TABLE 1.07 - B "OR APPROVED EQUAL" LIST OF MANUFACTURERS / SUPPLIERS The Bidder proposes the following "Or Approved Equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:				
Equipment / Material	**Drawing No.**	**Spec. Section**	**"Or Equal" Manufacturer/Supplier**	**Proposed Price Deduct**
SCADA System Integrator	I 1.0	13300	C2I	0.00

3. ***If the Bidder circles an "Or Approved Equal" selection on the Bid Form in the List of Manufacturers/Suppliers (Table 1.07 - A), but fails to completely fill out the "Or Approved Equal" List of Manufacturers/Suppliers in its entirety, then the Bidder agrees that such "Or Approved Equal" selection is invalid and will not be considered by the Owner and he must provide the manufacturer/supplier listed in Table 1.07-A as "A" for the Total Base Bid Lump Sum Amount provided on the Bid Form.***

1.08 Miscellaneous Provisions

A. Proposals (Bids) must be submitted in "***duplicate***" on the Bid Form provided herein, with original signatures on both.

B. The Contract, if awarded, will be awarded to a "responsive" and "responsible" Bidder on the basis of the lowest **"Total Base Bid Lump Sum Amount plus any Additive/Deductive Bid Items, selected at the sole discretion of the Owner, and not necessarily in any order, if any,** stipulated on the Bid Form, and complying with the conditions of the Contract Documents.

C. The Bidder to whom the award is made will be notified at the earliest possible date.

D. ***The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its best interest.***

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-100. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving a corrective easement between the City of Flagler Beach and DCB Orchid to construct infrastructure within the City of Flagler Beach and utilize the associated property for the purpose of leasing the infrastructure, providing for conflict and effective date.

Background:

On October 24, 2024, the City Commission approved Resolution 2024-24, an easement agreement between the City and DCB Orchid. The easement area is on S. 6th Street East and West of A1A (see exhibits). The corrective easement only amends the outfall easement area (East of A1A). The corrective easement is necessary to conform to the actual property lines (originally based upon Flagler County Property Appraiser maps where the GIS maps were inaccurate).

Fiscal Impact:

Staff Recommendation:

Approve Resolution 2025-100, providing the easement to DCB Orchid for the underground infrastructure.

Attachments:

1. 2025-100
2. Exhibit A to Resolution 2025-100 Corrective Easement
3. 2024-24 Recorded

RESOLUTION 2025-100

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING A CORRECTIVE EASEMENT BETWEEN THE CITY OF FLAGLER BEACH AND DCB ORCHID TO CONSTRUCT INFRASTRUCTURE WITHIN THE CITY OF FLAGLER BEACH AND UTILIZE THE ASSOCIATED PROPERTY FOR THE PURPOSE OF LEASING THE INFRASTRUCTURE, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, on October 24, 2024, the City Commission approved Resolution 2024-24, an easement agreement between the City and DCB Orchid; and,

WHEREAS, the Grantee has noted the actual property lines were not correct in the GIS application utilized to create the original easement for the outfall are (East of A1A); and

WHEREAS, the corrective easement will be recorded in the Flagler County Official Records.

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

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

SECTION 2. The attached Exhibit "A" Corrective Easement Agreement

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. 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 6. This Resolution shall become effective upon execution.

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

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

Patti King, Mayor

PENNY OVERSTREET, CITY CLERK

Prepared by and Return to:
Jo O. Thacker, Esq.
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

CORRECTIVE EASEMENT AGREEMENT

THIS CORRECTIVE EASEMENT AGREEMENT is made, granted and entered into this _____ day of _____, 2025, by and between City of Flagler Beach, Florida, a municipal corporation of the State of Florida (hereinafter referred to as "Grantor") and DCB Orchid, LLC, a Delaware limited liability company (hereinafter referred to as "Grantee").

W I T N E S S E T H

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) in hand paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant to the Grantee, its successors and assigns, certain temporary and exclusive thirty-five (35) year easements on and over the Property, situate and being in Flagler County, Florida, and being more particularly described below, subject to the terms and conditions of the Easement Agreement and this Corrective Easement Agreement, for purposes of surveying, developing, constructing, installing, placing, reconstructing, replacing, altering, monitoring, maintaining, repairing, and operating a subsea cable landing site required for the Project:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF

(the "Property")

THIS CORRECTIVE EASEMENT AGREEMENT HAS BEEN EXECUTED AND DELIVERED TO CORRECT THE LEGAL DESCRIPTION IN THAT CERTAIN EASEMENT AGREEMENT RECORDED ON OCTOBER 22, 2024 IN OFFICIAL RECORDS BOOK 2909, PAGE 1005.

Grantor hereby covenants with Grantee that it is lawfully seized and in possession of the real property herein described and that it has good and lawful right to grant the aforesaid easement free and clear of mortgages and other encumbrances unless specifically stated to the contrary.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and affixed its seal as of the date first above written.

GRANTOR

Signed, sealed and delivered
in the presence of:

City of Flagler Beach, Florida, a municipal corporation of the State of Florida

Witness #1:

_____
Print Name:_____
Address:_____
_____

By:_____
Name:_____
Title:_____

Witness #2:

_____
Print Name:_____
Address:_____
_____

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of (*check one*) [___] physical presence or [___] online notarization, this _____ day of _____, 2025, by _____, as _____ and authorized signatory of the City of Flagler Beach, Florida, a municipal corporation of the State of Florida, on behalf of the City, who is personally known to me or has produced _____ as identification.

_____
(Signature of Notary Public)

(Notary Seal)

_____
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My commission expires:_____

Exhibit "A"
The Property

EXHIBIT 'A'

LEGAL DESCRIPTION - OUTFALL EASEMENT

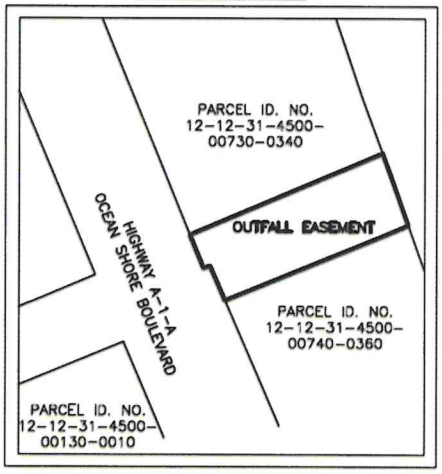
A PORTION OF THAT PARCEL OF LAND LYING IN SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST, HAVING FLAGLER COUNTY PARCEL ID NUMBER 12-12-31-4500-00730-0330 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5/8 INCH IRON ROD AND CAP STAMPED TP/WIT LB 3612 MARKING THE SOUTHEAST CORNER OF BLOCK 12 OF A RESUBDIVISION OF BLOCK 12 OF MOODYS SUBDIVISION FLAGLER BEACH PER MAP BOOK 3, PAGE 29 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA HAVING FLORIDA EAST ZONE STATE PLANE COORDINATES OF 1,870,072.43 FEET NORTHING AND 616,080.52 FEET EASTING. FROM SAID POINT OF COMMENCEMENT, RUN SOUTH 78 DEGREES 57 MINUTES 09 SECONDS EAST, A DISTANCE OF 95.17 FEET TO A FOUND 5/8 INCH IRON ROD LYING ON THE EAST RIGHT OF WAY LINE OF HIGHWAY A-1-A – OCEAN SHORE BOULEVARD (PUBLIC RIGHT OF WAY VARIES) AND THE POINT OF BEGINNING HAVING FLORIDA EAST ZONE STATE PLANE COORDINATES OF 1,870,054.20 FEET NORTHING AND 616,173.93 FEET EASTING.

FROM SAID POINT OF BEGINNING, ALONG SAID EAST RIGHT OF WAY LINE, RUN NORTH 23 DEGREES 20 MINUTES 12 SECONDS WEST, A DISTANCE OF 27.77 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE SOUTH 68 DEGREES 04 MINUTES 40 SECONDS WEST, A DISTANCE OF 5.00 FEET; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE NORTH 21 DEGREES 57 MINUTES 30 SECONDS WEST, A DISTANCE OF 26.10 FEET; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, RUN NORTH 66 DEGREES 52 MINUTES 49 SECONDS EAST, A DISTANCE OF 151.05 FEET TO A POINT ON THE EROSION CONTROL LINE PER PLAT BOOK 40, PAGE 5 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE ALONG SAID LINE, RUN SOUTH 20 DEGREES 13 MINUTES 01 SECONDS EAST, A DISTANCE OF 55.81 FEET; THENCE LEAVING SAID LINE, RUN SOUTH 67 DEGREES 35 MINUTES 15 SECONDS WEST, A DISTANCE OF 143.66 FEET TO THE POINT OF BEGINNING, CONTAINING 0.186 ACRE (8,086 SQUARE FEET), MORE OR LESS.

THE BEARINGS AND COORDINATES WITHIN THIS LEGAL DESCRIPTION ARE BASED ON THE FLORIDA EAST ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983.

LOCATION MAP



SEE SHEET 02 OF 02 FOR EXHIBIT DRAWING

THIS LEGAL DESCRIPTION AND SKETCH IS NOT CONSIDERED COMPLETE IF SHEETS 01 AND 02 ARE NOT BOUND TOGETHER

SURVEYOR'S NOTES:

THE BEARINGS SHOWN HEREON ARE GRID, DERIVED FROM HORIZONTAL COORDINATES BASED ON THE FLORIDA EAST ZONE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983(2011). POSITIONAL MEASUREMENTS WERE MADE VIA REAL TIME KINEMATIC (RTK) GNSS OBSERVATIONS UTILIZING THE TRIMBLE VRSNOW CORRECTION SERVICE.

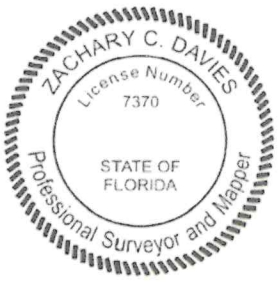
THIS LEGAL DESCRIPTION AND SKETCH DOES NOT REFLECT ANY UNDERGROUND UTILITIES THAT MAY AFFECT THE SUBJECT TRACT.

THIS IS A LEGAL DESCRIPTION AND SKETCH FOR A PROPOSED UTILITY EASEMENT.

FIELD WORK PERFORMED FOR THE COMPLETION OF THIS SURVEY WAS SUPERVISED BY A FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND COMPLETED ON JUNE 23, 2025.

ADDITIONS OR DELETIONS TO THIS LEGAL DESCRIPTION AND SKETCH BY OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.

THIS SURVEY IS CERTIFIED TO:
MICHAEL BAKER INTERNATIONAL INC.



ZACHARY C. DAVIES, P.S.M. FLORIDA LICENSE NO. 7370

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

JOB NUMBER: 1024092280 DATE: 08/27/2025 SCALE: N/A FIELD DATE: 06/23/2025 DRAWN BY: B.PETERSON SHEET 01 OF 02	**LEGAL DESCRIPTION AND SKETCH** **OUTFALL EASEMENT** **SECTION 12, TOWNSHIP 12 SOUTH,** **RANGE 31 EAST** **FLAGLER COUNTY, FLORIDA**	SAM SURVEYING AND MAPPING, LLC 932 N FERDON BOULEVARD CRESTVIEW, FLORIDA 32536 PH: (850) 678-9932 EMAIL: INFO@SAM.BIZ LICENSED BUSINESS NO. 7908

EXHIBIT 'A'

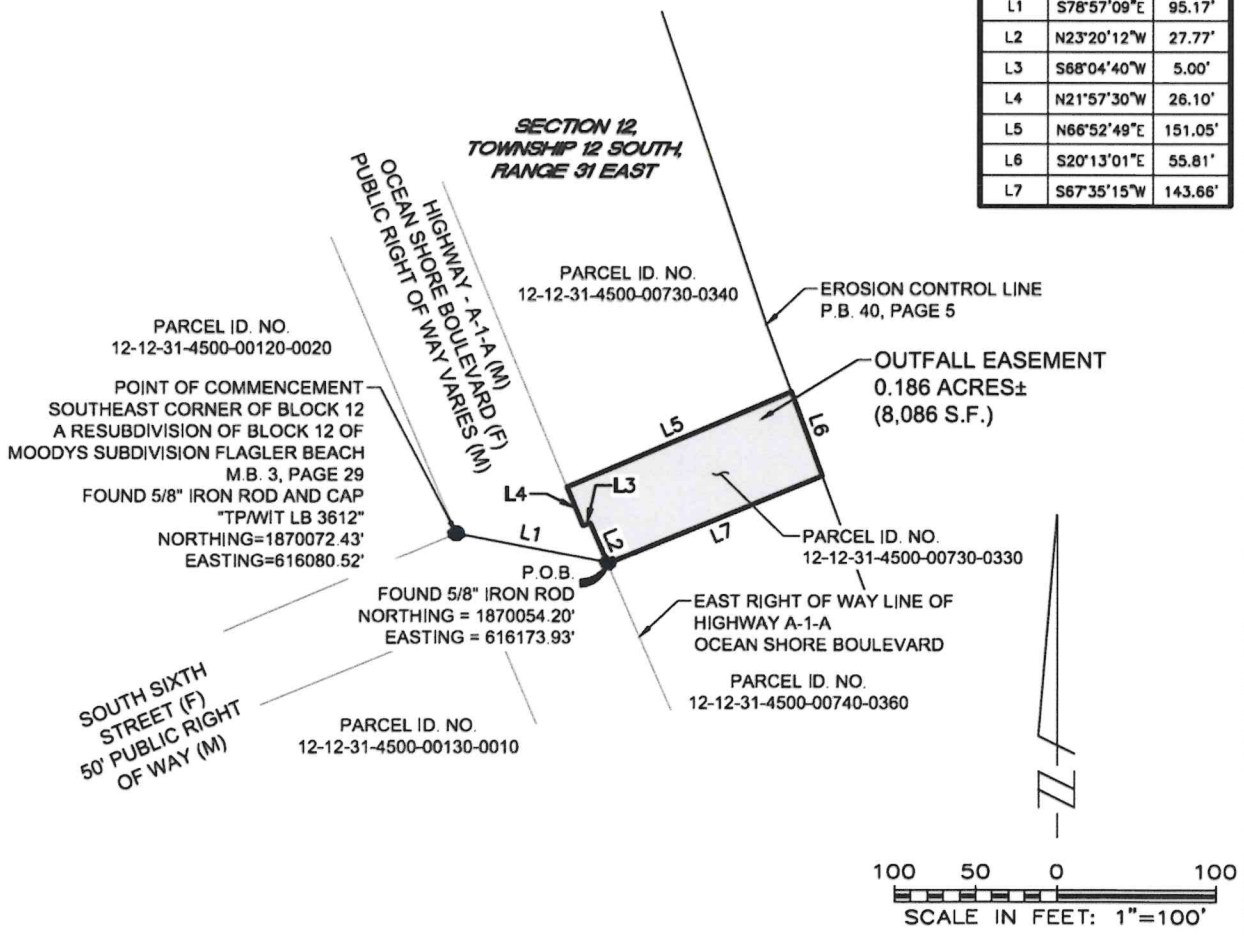
LEGEND

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
O.R.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
(P)	VALUE DERIVED FROM PLAT
(M)	VALUE DERIVED FROM MAPS OF RECORD
(F)	VALUE DERIVED FROM FIELD SURVEY
■	CONCRETE MONUMENT (AS NOTED)
●	MONUMENT (AS NOTED)
	TRACT LINE
	PROPERTY LINE
	SUBJECT EASEMENT

SEE SHEET 01 OF 02 FOR LEGAL DESCRIPTION, SURVEY NOTES, AND SURVEYOR'S CERTIFICATION

THIS LEGAL DESCRIPTION AND SKETCH IS NOT CONSIDERED COMPLETE IF SHEETS 01 AND 02 ARE NOT BOUND TOGETHER

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S76°57'09"E	95.17'
L2	N23°20'12"W	27.77'
L3	S68°04'40"W	5.00'
L4	N21°57'30"W	26.10'
L5	N66°52'49"E	151.05'
L6	S20°13'01"E	55.81'
L7	S67°35'15"W	143.66'



JOB NUMBER:	1024092280
DATE:	08/27/2025
SCALE:	1"=100'
FIELD DATE:	06/23/2025
DRAWN BY:	B.PETERSON
SHEET	02 OF 02

LEGAL DESCRIPTION AND SKETCH
OUTFALL EASEMENT
SECTION 12, TOWNSHIP 12 SOUTH, RANGE 31 EAST
FLAGLER COUNTY, FLORIDA

SAM SURVEYING AND MAPPING, LLC
932 N FERDON BOULEVARD
CRESTVIEW, FLORIDA 32536
Ph: (850) 678-9932
EMAIL: INFO@SAM.BIZ
LICENSED BUSINESS NO. 7908

Inst No: 2024044210 10/22/2024 4:12 PM
BK:2909 PG:1004 PAGES:1
RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL

RESOLUTION 2024-24

A RESOLUTION BY THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING EASEMENT AGREEMENTS BETWEEN THE CITY OF FLAGLER BEACH AND DCB ORCHID TO CONSTRUCT INFRASTRUCTURE WITHIN THE CITY OF FLAGLER BEACH AND UTILIZE THE ASSOCIATED PROPERTY FOR THE PURPOSES OF LEASING THE INFRASTRUCTURE, PROVIDING FOR CONFLICT AND EFFECTIVE DATE.

WHEREAS, the City Commission wishes to engage with DCB Orchid to construct state of the art communications infrastructure; and

WHEREAS, the easements are necessary to construct the infrastructure within our municipal limits.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH:

SECTION 1. The Flagler Beach City Commission authorizes the Mayor to endorse the easements after review and approval by the City Attorney, which will be attached to the resolution as Exhibit "A", and will reflect the locations in the material supplied to the Commission while reviewing and approving this resolution.

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

SECTION 3. This Resolution shall become effective immediately as provided by law.

PASSED AND ADOPTED THIS 17th DAY OF OCTOBER, 2024.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Patti King, Mayor

ATTEST:

Penny Overstreet, City Clerk

Inst No: 2024044211 10/22/2024 4:12 PM
BK:2909 PG:1005 PAGES:15
RECORDED IN THE RECORDS OF
Tom Bexley Clerk of the Circuit Court & Comptroller
Flagler FL
DOCTAX PD $0.70

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Jo O. Thacker, Esq.
Nelson Mullins Riley & Scarborough LLP
390 North Orange Avenue, Suite 1400
Orlando, FL 32801

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 17th day of October, 2024, by and between the CITY OF FLAGLER BEACH, FLORIDA, a municipal corporation of the State of Florida (the "**Grantor**"), and DCB Orchid, LLC, a Delaware limited liability company (the "**Grantee**") (Grantor and Grantee are sometimes together referred to herein as the "**parties**", and separately as the "**party**").

WITNESSETH:

WHEREAS, the Grantor is the owner of that certain real property located in Flagler County, Florida, Parcel ID #s 12-12-31-4500-00730-0340 and 12-12-31-4500-00120-0020, as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Grantor Property"); and

WHEREAS, Grantee is the developer of that certain project to be a multi-tenant and multi-cable subsea cable landing station ("CLS") located within the City of Palm Coast and intends to construct a subsea cable landing infrastructure ("Outfall"), consisting of ocean ground beds ("OGB"), bored underground conduits and infrastructure within the City of Flagler Beach (the "Project"), utilizing the Property for the purposes of leasing its conduits and associated infrastructure, either by a Commercial Lease or Indefeasible Right of Use ("IRU"), as Grantee in its sole judgment, may deem necessary or appropriate for the provision of services; and

WHEREAS, Grantor desires to grant Grantee, and Grantee desires to obtain from Grantor, certain temporary and exclusive thirty-five (35) year easements on and over the Property, subject to the terms and conditions of this Agreement, for purposes of surveying, developing, constructing, installing, placing, reconstructing, replacing, altering, monitoring, maintaining, repairing, and operating a subsea cable landing site required for the Project.

NOW, THEREFORE, for and in consideration of Ten and 00/100 Dollars ($10.00) in hand paid by the parties, the mutual covenants, promises, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals**. The above recitals are true and correct, form a material part of this Agreement and are incorporated herein by reference.

2. **Grant of Easements**. Subject to the terms, conditions, and limitations set forth herein, the Grantor hereby grants and conveys to Grantee, its successors and assigns, the following easements:

a. **Exclusive Easement**. An exclusive, transferable and assignable easement (the "Easement") upon, over, under, within, through and across, and right to use, those certain portions of Grantor's Property being more particularly shown in Exhibit "B" (the "Easement Area"), for the purposes of (i) providing pipes, lines, systems, facilities and related equipment, and upgrades for the delivery of the fiber optic infrastructure and service to Grantee's CLS to be a landing station for optical communication cables as part of the Project and (ii) providing power to the cables to regenerate the optical signal including without limitation: the right of Grantee, its successors, assigns, contractors, subcontractors, agents and permittees to lay, construct, locate, install, use, operate, maintain, inspect, repair, tie into, connect to, relocate and replace such fiber optic service cables, lines, systems, metering and regulating stations and facilities with necessary valves, meters, fittings, service lines, controls, devices, equipment and other usual appurtenances and improvements (collectively, "Improvements") upon, over, under, within, through and across the Easement Area as are customary and reasonably necessary for the purpose of delivering such Improvements to Grantee's CLS which might now or hereafter be installed within the Easement Area by Grantee, those using the Easement Area or any other Persons. Nothing herein shall be construed to limit Grantor or the public's use of the surface area of the Property. The Parties acknowledge and agree that, as of the Effective Date, the surface area of the Property is currently used for public parking. The Easement and use thereof shall not impede or impair the public's use or Grantor's normal use of the Property. Grantee shall have the on-going right to construct and maintain the Improvements which may impact Grantor's temporary use of the Property. The Easement shall remain in full force and effect until the earlier of: (i) August 22, 2059, or (ii) six (6) months after the Project ceases operations by written notice from Grantee to Grantor, unless earlier terminated in accordance with Section 3.

b. **Temporary Construction Easement.** Grantor further hereby grants to Grantee a temporary, non-exclusive easement (the "Temporary Construction Easement") upon, over and across the Easement Area for the purposes of constructing and completing the Improvements. The Temporary Construction Easement shall expire without the need for further documentation upon the earlier to occur of (i) the date the Improvements are completed, (ii) the date which is eighteen (18) months following commencement of the Improvements.

3. **Payment for Easement**. As compensation for the Easements and interests granted in this Agreement, Grantee shall pay Grantor a one-time fee of $200,000 per cable. An advance payment in the amount of $600,000 for the first three cables (the "Advance Payment") shall be paid within 90 days after Grantee receives the permits from the Florida Department of Environmental Protection ("FDEP") and the United States Army Corp of Engineers ("USACE"), which are required to construct the Outfall. Grantee shall pay Grantor a fee of $250,000 for each additional cable within 90 days after Grantee's receipt of each respective permit authorizing Grantee to land each cable within the Easement Area. In the event Grantee has not made the Advance Payment to Grantor on or before December 31, 2027, this Agreement shall automatically

terminate and be of no further force and effect, unless such termination is waived by the Parties in writing.

4. **Construction Easement Specific Terms and Conditions**.

a. Advance Payment/Permits. Before commencing any construction or installation, Grantee shall cause the Advance Payment to be made to Grantor, and Grantee shall have obtained all required permits for the construction, installation, use, and operation of the Improvements including, but not limited to, the FDEP and USACE permits. Grantee shall furnish detailed plans of the work and other information required by Grantor and shall pay all required fees prior to issuance of said permits in accordance with the rates in effect at the time of the payment. Grantee shall comply with all terms and conditions of said permits. Nothing herein shall be construed as a waiver or agreement to alter Grantor's municipal approval processes undertaken in Grantor's capacity as a municipality.

b. Requirements. No construction or installation of the Improvements may commence until all required bonds, letters of credit, certificates of insurance, and other instruments required by this Agreement have been filed with, accepted, and approved by Grantor, which acceptance and approval shall not be unreasonably delayed, conditioned, or withheld.

c. Barricades and Signs. During the course of construction on the Property, Grantee shall cause suitable barricades, warning signs, signals, and other measures to be erected, placed, and used to safeguard members of the general public, to adequately give notice, protection and warning of the existence of the actual conditions present so as to prevent injury or damage to any Person, vehicle, or property by reason of the construction work being conducted on the Property, and shall comply with all federal, state, and local laws and regulations.

d. Restoration.

i. Grantee shall not open, disturb, or obstruct any more of the Property than is reasonably necessary and shall not allow any portion of the Property so disturbed or obstructed by it to remain open, disturbed, or obstructed for a longer period of time than shall be reasonably necessary. After the construction and installation of any portion the Improvements is completed, Grantee shall, at its cost, repair and return the Property to a condition to a minimum of the same or similar condition existing before the start of the construction and installation. Grantee shall be responsible for any damage to street pavements, existing utilities, curbs, gutters, sand dunes, vegetation, landscaping, grounds, walkways, sidewalks and any other structures or improvements on the Property due to Grantee's construction and installation of the Improvements (the "Damaged Property"), and shall repair, replace, and restore in-kind, the said Damaged Property at its sole expense within thirty (30) days after the construction and installation is completed, subject to extension as provided in the Agreement . If Grantee fails to repair, replace, and restore said Damaged Property to the reasonable satisfaction of Grantor, after thirty (30) days' written notice given by Grantor to Grantee, Grantor may cause such necessary repairs to be made.

All out-of-pocket costs incurred by Grantor, as well as reasonable, direct charges for Grantor's employee labor and use of Grantor's equipment, shall be charged against Grantee and payable within ten (10) business days or may be collected by exercising the right to draw on letters of credit. Grantor may collect such costs, and any expenses and reasonable attorney fees incurred in collecting such costs, as debts owed to Grantor, by bringing action in any court of competent jurisdiction or in any manner allowed by law.

ii. If weather or other conditions do not permit the complete restoration required by this Agreement, Grantee shall temporarily restore the Damaged Property to the reasonable satisfaction of Grantor. Such temporary restoration shall be at Grantee's sole expense and Grantee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

5. **Easement Locations**.

a. As-Built Plans. Grantee shall maintain and regularly update an accurate map of Grantee's Improvements. Within one-hundred eighty (180) days after completion of the construction and installation of the Improvements, Grantee shall provide Grantor with "as-built" drawings and an accurate map or maps showing the location of the Improvements, and any other facilities requested by Grantor to be included on the maps. Such as-built drawings and maps shall be drawn to scale, and shall include a digitized map(s) in both printed and electronic form readable by the current version of Auto CAD. Grantee shall supply and specify the location of all of its underground facilities by depth, line, grade and proximity to other facilities. Grantee shall, upon request, provide updated maps annually, or when any change in the location of any of the Improvements has occurred. If no changes have occurred since the last update provided by Grantee, an update shall not be required.

b. Repair, Maintenance and Additional Installations.

i. Grantee shall construct, install, and maintain the Improvements in a good and safe manner, and in a manner that complies with all applicable federal, state, and local requirements, laws, ordinances, and regulations. Grantee shall at all times employ a standard of care consistent with good commercial practices and shall use industry standard methods and devices for preventing failure or accidents which are likely to cause damages, injuries, or nuisances to the public. Grantee acknowledges and agrees it is responsible for the work of all its subcontractors or others performing work on Grantee's behalf.

ii. In the event of an unexpected repair or emergency, Grantee may commence such repair and emergency response work as required under the circumstances, provided Grantee shall notify Grantor before commencing such repair or emergency work. Grantee shall perform the unexpected or emergency repair in the manner that causes the least interference with the use of the surface of the Property by Grantor or the public. Such unexpected or emergency repairs shall be completed and the site returned to its former condition in accordance with the Agreement, in a commercially reasonable manner.

iii. Grantee shall have the right to post signs at the Property to safeguard members of the general public, and prevent injury or damage to any Person, vehicle or other property by reason of the presence of the Improvements under the surface of the Property, including, but not limited to, signs specifying a maximum capacity or weight. Such signage must comply with the requirements of the City of Flagler Beach Code, including the requirements for approval of the same.

iv. If Subsea cables are not installed in some of the conduits during the term of the Construction Easement, Grantee may install Subsea cables in the empty conduits during the term of this Agreement.

1. Grantee shall provide Grantor with a schedule of its proposed installation activities before commencing any such activities.

2. Grantee shall communicate with Grantor to coordinate such installation, repair, or maintenance.

3. All installation, maintenance, and repair locations, activities, and schedules shall be coordinated with Grantor's designee to minimize public inconvenience, disruption, or damages. Grantee shall submit a written installation, repair, or maintenance schedule at least thirty (30) working days before commencing any such activities. Said schedule shall identify the portions of the surface of the Property that will be disturbed or that will need to be used in connection with the installation. Grantee shall further notify Grantor not less than five (5) working days in advance of such installation, maintenance, or repair. Grantee shall comply with all applicable provisions set forth in in the Agreement regarding barricades and signage, regarding repair and restoration of the Property after construction, installation, maintenance, or repair work.

v. Grantor and its agents, assigns, and successors agree that the Grantee shall not be liable for any maintenance work whatsoever to the surface of the Easement Areas except for any manhole covers installed, any damage or changes to the surface caused by the existence of Grantee's Improvements, or if the Grantee performs excavation within the Easement Areas in order to effectuate maintenance or repair of the Improvements or in order to install additional Subsea cables within the Conduits. All other maintenance of the surface of the Easement Areas shall be done by the Grantor or its designee, and the Grantee shall have no duty or liability to perform any routine maintenance work to the surface of the Easement Areas other than that work which arises out of maintaining, repairing, or installing the Improvements.

vi. Grantor agrees to cooperate and work with Grantee to find an acceptable location for the OGBs.

c. Improvements Before and After Termination.

i. Any and all Improvements installed on the Property by Grantee at any time during the term of any of the Easements granted in this Agreement shall, until the termination or expiration of the Easement, , be and remain the property solely of Grantee or its successors or assigns. Grantor may not, and may not permit any other Person to, access, and use or damage any of the Improvements or Easement. Notwithstanding the foregoing, it shall be the responsibility of Grantee to ensure any manhole covers are securely locked at all times.

ii. Upon the termination or expiration of the Easement, at the option of Grantor, Grantee shall remove the Improvements as directed by Grantor. Any Improvements left in place shall become the property of Grantor. If Grantor directs Grantee to remove all or part of the Improvements and Grantee fails to do so within one hundred eighty (180) days after the date of written notice by Grantor, then Grantor may cause such Improvements to be removed, without further notice.

6. **Maintenance and Repair of Easement Areas**. Grantee agrees, at Grantee's sole cost and expense, to utilize and control the Easement Area and all improvements constructed or installed by or on behalf of Grantee and located on or in the Easement Area for the purposes set forth herein during the construction period. Grantor shall bear the cost of any maintenance or repair that is necessitated by the acts or omissions of Grantor and its respective partners, members, officers, managers, directors, agents, or employees during the construction period. Grantee shall return Grantor Property to a similar state as the Grantor Property was in prior to the construction. Grantor agrees to maintain Grantor's property thereafter in such a manner as to not disturb or interfere with Grantee's easement rights and Grantor shall be responsible for the repairs and maintenance of any structures or improvements within the Easement area. This shall include not placing permanent structures within the Easement area or planting trees/shrubs with extensive root systems.

7. **Insurance**. Grantee shall procure and at all times maintain comprehensive public liability and property damage insurance, with companies authorized to do business in the State of Florida, against claims for personal injury, death, or property damage occurring upon the Grantor Property, including the Easement Areas, arising directly or indirectly out of the use by Grantee of the Grantor Property, and/or the exercise by Grantee, of any rights under this Agreement, with minimum coverage of $2,000,000.00 in the aggregate and $1,000,000.00 per occurrence and worker's compensation insurance as required by applicable law (and employer's liability insurance). All such insurance policies shall (i) name the Grantor (or the then owner of all or a portion of the Grantor Property) as an additional insured, (ii) provide that it cannot be cancelled without at least thirty (30) days prior written notice being given to the Grantor, and (iii) be primary, and not contributory, as to any insurance coverage maintained by the Grantor. Grantee shall upon request provide evidence of such insurance to the Grantor.

8. **Indemnification.** Grantee agrees to indemnify, defend, and hold the Grantor and its respective partners, members, officers, managers, directors, agents, and employees (collectively, the "**Indemnified Parties**") harmless from and against any and all actions, causes of

action, suits, proceeding, claims, demands, damages, surcharges, liabilities, fines, penalties, judgments, costs, and expenses whatsoever (including, without limitation, reasonable paralegal and attorneys' fees at trial and appellate levels) to the extent arising directly or indirectly out of the use by Grantee of the Grantor Property, and/or the exercise by Grantee of any rights under this Agreement; provided, however, no such indemnification of the Indemnified Parties shall be given to the extent the foregoing arises from or is attributable to the sole negligence or willful misconduct of any of the Indemnified Parties and no such indemnification shall include indemnification of indirect, special, consequential, or punitive damages.

9. **Reservation of Rights**. Grantor reserves for itself and its successors, assigns, employees, agent, contractors, tenants, invitees, and licensees, the non-exclusive right to use, pass and repass over and upon the Conduit Easement Area. Grantor and its respective successors and assigns, further reserves the right to grant other non-exclusive easements with respect to all or a portion of the Grantor Property, which are not in conflict with the rights granted hereunder. The Grantee shall exercise its rights under this Agreement with due regard to the rights reserved by the Grantor.

10. **Enforcement**. In the event Grantor fails to maintain and repair the Easement Areas after thirty (30) days prior notice from the Grantee, then the Grantee shall have the right, but not the obligation, to maintain and repair the Easement Areas. If the Grantee takes such action, then the Grantee shall be entitled to reimbursement from the Grantor for the maintenance and repair costs incurred by the Grantee.

11. **Further Assurances**. The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.

12. **Covenants Running with the Land.** This Agreement shall be binding upon and inure to the benefit of each party and each party's respective successors and assigns. This Agreement and the easements, rights, benefits, and obligations of the parties under this Agreement shall run with, benefit and bind, as applicable, the titles to the Grantor Property.

13. **No Third Party Beneficiaries**. Except as otherwise expressly stated herein, this Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions hereof to confer no such benefits or status unless otherwise expressly stated in this Agreement.

14. **No Public Dedication**. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any reason whatsoever.

15. **Entire Agreement**. This Agreement contains the entire understanding of the parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the parties, shall be deemed to alter or affect the terms and conditions set forth herein.

16. **Amendments**. This Agreement may be amended or modified only by a writing signed by all the parties hereto or their express assigns, which must be duly recorded in the Public Records of Flagler.

17. **Singular and Plural Usages**. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

18. **Headings**. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

19. **Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereto, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. **Execution in Counterparts**. This Agreement may be executed by the parties in multiple counterparts, which when taken together shall have the full force and effect of a fully executed agreement between the parties.

21. **Attorneys' Fees**. In the event that a party finds it necessary to commence an action against another party to enforce any provision of this Agreement or because of a breach by another party of any terms hereof, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees, paralegal fees and costs incurred in connection therewith, at both administrative, trial and appellate levels, including bankruptcy and collection proceedings, without regard to whether any legal proceedings are prosecuted to judgment.

22. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) three (3) days after depositing with the United States Postal Service, postage prepaid, registered or certified mail; (ii) one day after depositing with a nationally recognized overnight courier service; or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed below or to such other address as a party may from time to time designate by written notice in accordance with this paragraph.

To Grantor	To Grantee
City Manager City of Flagler Beach 105 S 2nd Street P.O. Box 70 Flagler Beach, FL 32136	DCB Orchid, LLC 1040 Crown Pointe Parkway, Suite 560 Atlanta, GA 30338 Attention: Chief Financial Officer Email: kevin.odonnell@dcblox.com
With a copy to:	With a copy to:
City Attorney City of Flagler Beach	Nelson Mullins Riley & Scarborough LLP 390 N. Orange Avenue, Suite 1400

105 S 2nd Street P.O. Box 70 Flagler Beach, FL 32136	Orlando, FL 32801 Attention: Jo O. Thacker Email: jo.thacker@nelsonmullins.com

23. **Applicable Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any litigation or administrative proceeding shall be exclusively in Flagler County, Florida.

24. **Conflicts of Law**. If there is a conflict between the provisions of this Agreement and any law, whether federal, state, or City, including all future laws and ordinances, the law and conflicting Agreement provision will, to the extent reasonably possible, be construed so as to be consistent with each other and if such construction is not reasonably possible, the conflicting provision of this Agreement shall be deemed superseded by such law and have no effect, notwithstanding the contract clause of the United States Constitution.

25. **Waiver of Jury Trial**. **EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, FROM ANY CLAIM ARISING HEREUNDER, OR IN ANY COURSE OF CONDUCT RELATED HERETO.**

26. **Recording**. This Agreement shall be recorded in the official records of Flagler County, Florida.

[Signatures are on the following pages]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered in the presence of:

GRANTOR:

Witness Signature

By: _____

Name: PATTI L. KING

Title: MAYOR

Print Name: Penny Overstreet

Address: 37 Zonal Geranium Trl.
Palm Coast, FL 32164

Witness Signature

Print Name: Kathleen E. Settle

Address: 279 Ocean Palm Dr.
Flagler Beach, FL 32136

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 17th day of October, 2024, by Patti King SHe [✓] is personally known to me, or [ ] has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Signature: _____

Print Name: Penny Overstreet

PENNY OVERSTREET
MY COMMISSION EXPIRES
JULY 29, 2025
#HH 145304
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

CITY OF FLAGLER BEACH FLORIDA
SEAL
4856-6389-7559

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

Signed, sealed and delivered
in the presence of:

GRANTEE:

Jessica P. Hults
Witness Signature

By: Kevin O'Donnell
Manager

Print Name: JESSICA P. HULTS

Address: 110 BITTERNUT CIR

ROSWELL, GA 30076

Witness Signature

Print Name: Chip Seagraves

Address: 294 UNITY DRIVE

MARIETTA, GA 30064

STATE OF GEORGIA
COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 23 day of September, 2024, by Kevin O'Donnell, as CFO of DCB Orchid, LLC, a Delaware limited liability company, on behalf of the company. He [✓] is personally known to me, or [ ] has produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Signature: Rebecca I. Gonzalez
Print Name: Rebecca I Gonzalez

REBECCA I GONZALEZ
NOTARY PUBLIC
My Commission Expires
04-24-2028
FULTON COUNTY, GEORGIA

EXHIBIT "A"

LEGAL DESCRIPTION

Exhibit A

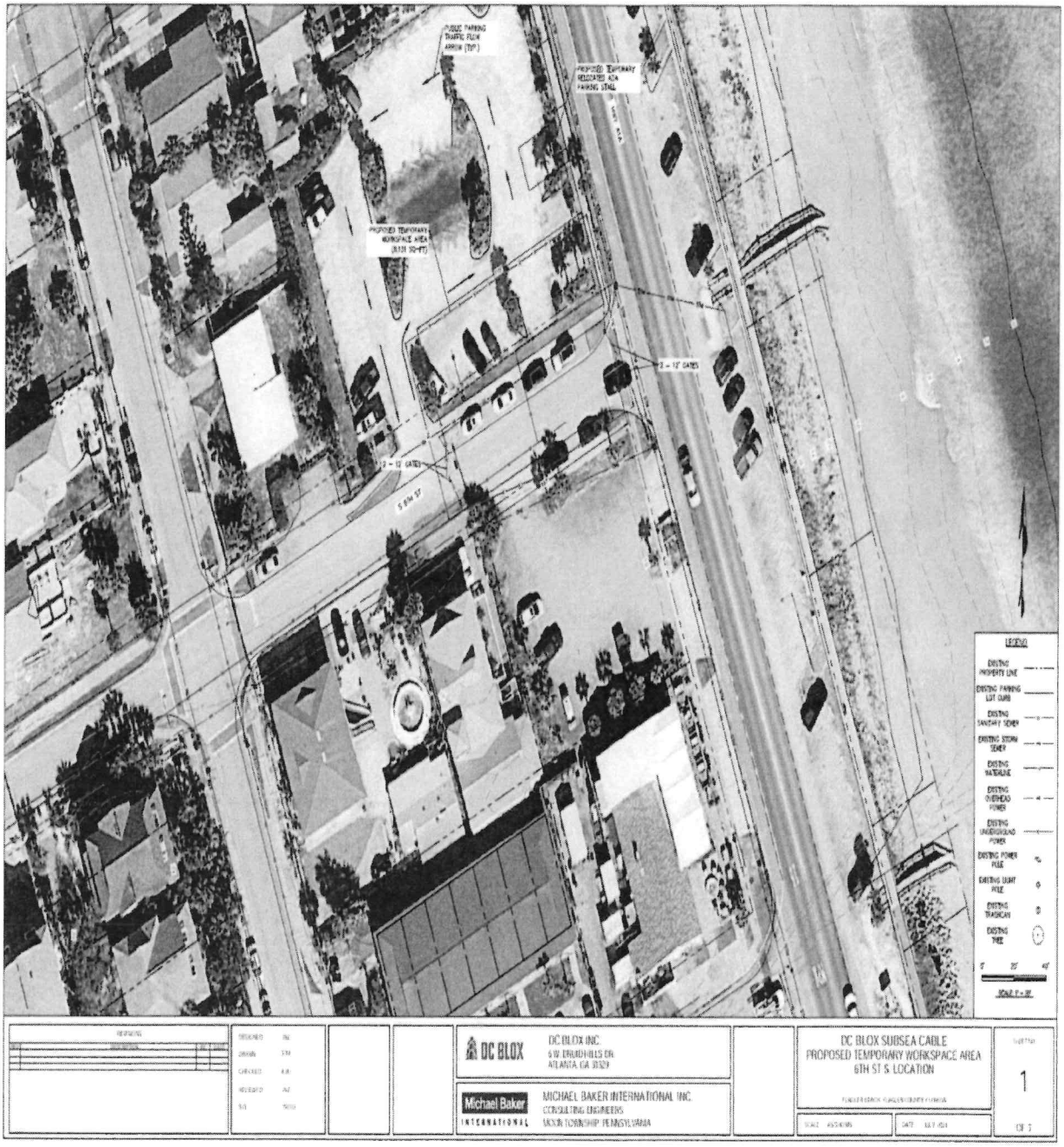
Lots 2 through 6, A RESUBDIVISION OF BLOCK 12, of MOODYS SUBDIVISION according to the map or plat thereof as Recorded in Plat Book 3, Page 29 of the Public Records of Flagler County, Florida.

Land in Government Lots 1-3, of Section 12, Township 12 South, Range 31 East, Lying Easterly of Highway A1A and Westerly of the Atlantic Ocean and lying Easterly of Lots 1, 2, 3 and 4, Block 12, Moody Subdivision, A subdivision according to the plat or map thereof described in Map Book 1, Page 24 of the public records of Flagler County, Florida, to include riparian rights in said property, being more particularly described as follows:

Bounded on the north by the northerly lot line of Lot 1, Block 12 of said Plat of Moody Subdivision projected easterly to the Atlantic Ocean and Bounded on the South by the Southerly lot line of Lot 4, Block 12 of said Plat of Moody Subdivision projected easterly to the Atlantic Ocean and bounded on the east by the mean high water line of the Atlantic Ocean and bounded on the west by the easterly boundary of the right of way of State Road A1A.

COMPOSITE EXHIBIT B
"EASEMENT AREA"

TEMPORARY WORK SPACE AREA



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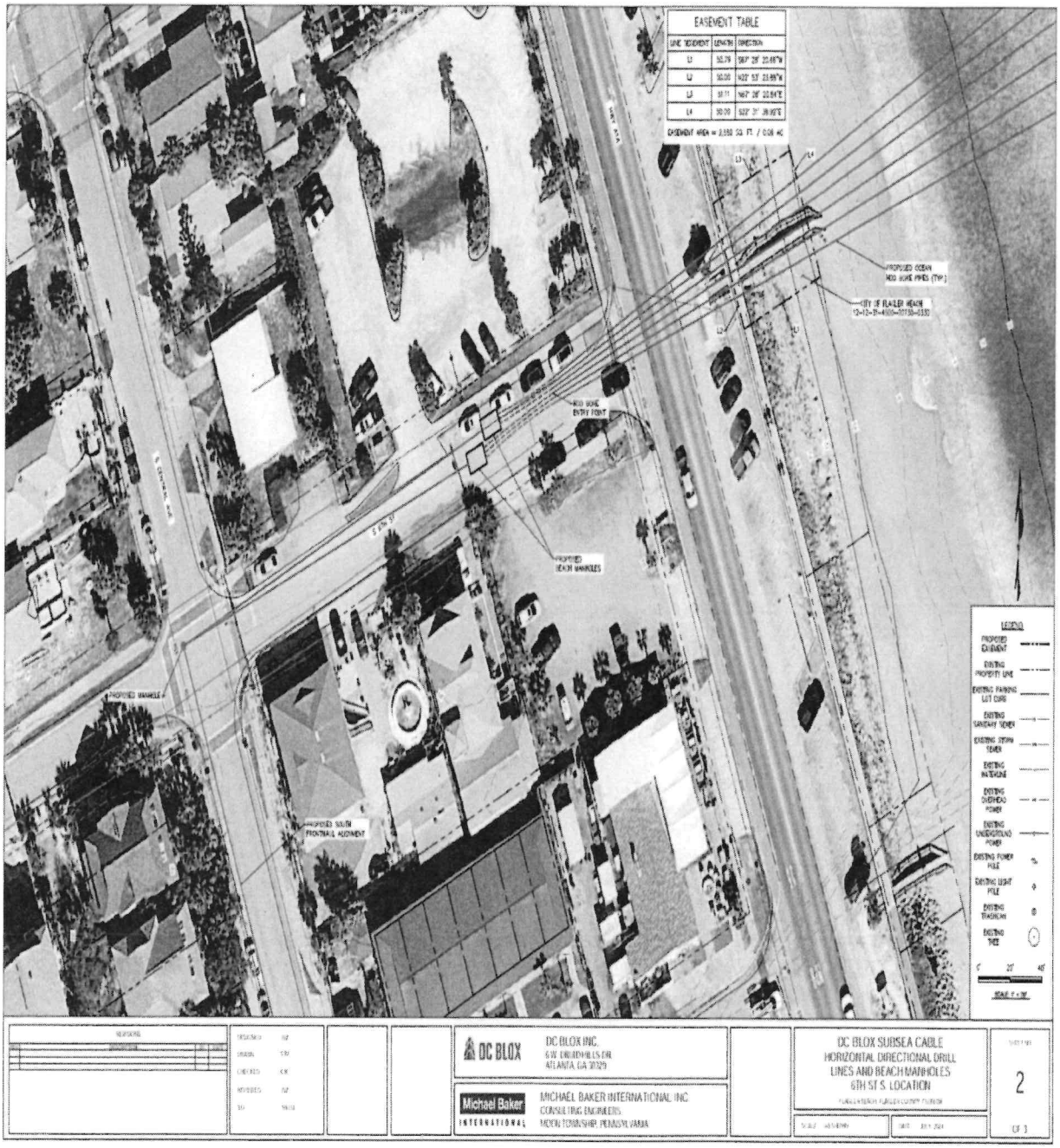
6TH STREET SOUTH LOCATION



4856-6389-7559

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	William Freeman, City Engineer/Public Works Administrator
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-101. A Resolution by the City Commission of the City of Flagler Beach approving the Mitigation Sales Agreement for the mitigation credits totaling $180,562 with Green Wing, LLC for the South Flagler Avenue Stormwater Improvement Project; providing for conflict and an effective date.

Background:

The City of Flagler Beach is undertaking the South Flagler Avenue Stormwater Improvement Project to enhance flood protection, improve water quality, and comply with environmental permitting requirements. As part of the permitting process with the St. Johns River Water Management District (SJRWMD), the Florida Department of Environmental Protection (FDEP), and the United States Army Corps of Engineers (USACE), the City is required to purchase wetland mitigation credits to offset unavoidable environmental impacts.

Green Wing, LLC, owner of the Green Wing Mitigation Bank, has agreed to reserve and sell mitigation credits to the City.The Green Wing Mitigation Bank is a 242.45 acre saltwater wetland mitigation bank located near the town of Scottsmore; in northern Brevard County. The mitigation Bank is within the Indian River Lagoon Basin (Basin 21) and can provide saltwater wetland mitigation credits from both Basin 21 and Basin 17 (Halifax River Basin). This mitigation bank has Saltwater State and Federal Credits, as well as Freshwater Forested Federal Credits.

The proposed agreement provides for the purchase of 0.18 Forested Estuarine Uniform Mitigation Assessment Method (UMAM) credits (SJRWMD) and 0.27 Estuarine Intertidal Emergent UMAM credits (USACE), ensuring compliance with permit conditions and advancing the stormwater project.

Fiscal Impact:

The total purchase price for the mitigation credits is $180,562, which includes a 6.25% discount from the gross total of $189,000. A deposit of $18,056 is requested, with the remaining balance of $162,506 due at closing. Funding will be drawn from the City's Stormwater Improvements budget (Enterprise Fund Capital Projects).

Staff Recommendation:

Staff recommends approval of Resolution 2025-101, authorizing the City to enter into the Mitigation Sales Agreement with Green Wing, LLC for the acquisition of mitigation credits necessary to satisfy state and federal permitting requirements for the South Flagler Avenue Stormwater Improvement Project.

Attachments:

1. 2025-101 Mitigation Credits
2. South Flagler Stormwater Improvement Green Wing Mitigation Sales Agreement
3. Mead & Hunt Correspondence Switching Mitigation
4. Application
5. Section C: Supplemental Information
6. Berm Location

RESOLUTION 2025-101

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE MITIGATION SALES AGREEMENT WITH GREEN WING, LLC FOR THE SOUTH FLAGLER AVENUE STORMWATER IMPROVEMENT PROJECT AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

WHEREAS, the City of Flagler Beach has undertaken the South Flagler Avenue Stormwater Improvement Project to enhance flood protection, improve water quality, and comply with environmental permitting requirement; and,

WHEREAS, the City has applied to the St. Johns River Water Management District (SJRWMD), the Florida Department of Environmental Protection (FDEP), and the United States Army Corps of Engineers (ACOE) for permits associated with the Project; and,

WHEREAS, as a condition of the permits, the City is required to acquire wetland mitigation credits to offset unavoidable environmental impacts; and,

WHEREAS, Green Wing, LLC, owner of the Green Wing Mitigation Bank, has agreed to reserve and sell mitigation credits to the City, including 0.18 Forested Estuarine UMAM credits under SJRWMD and 0.27 Estuarine Intertidal Emergent UMAM credits under ACOE, at a total purchase price of $180,562; and,

WHEREAS, the Staff finds that approval of the Mitigation Sales Agreement is necessary and in the best interest of the public health, safety, and welfare of the residents of Flagler Beach;

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

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

SECTION 2. The City Commission hereby approves the Mitigation Sales Agreement between the City of Flagler Beach and Green Wing, LLC, for the acquisition of mitigation credits necessary for the South Flagler Avenue Stormwater Improvement Project. The Mayor is authorized to execute the Agreement and any related documents on behalf of the City.

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 City Commission 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

MITIGATION SALES AGREEMENT

THIS MITIGATION SALES AGREEMENT is made and entered into as of _____, 2025 (the "Effective Date"), by and between Green Wing, LLC ("Seller"), a Florida limited liability company with its address at 1889 Oakbrook Dr., Longwood, FL 32779, Attn: Craig Theisen (craig@theiseninvestments.com), and City of Flagler Beach, incorporated city, Florida ("Buyer"). Buyer's contact information, together with details of its project, as are follows:

Buyer:	**Project Details**		**Project Mitigation Service Area**	
City of Flagler Beach	Name:	S. Flagler Ave. Stormwater Improvement	SJRWMD Basin	[17]
800 S. Daytona Ave	Address	S. Flagler Ave	ACOE Hydrologic Unit Code	[____]
Flagler Beach, FL. 32136	City, ST, Zip	Flagler Beach, FL. 32136	ACOE Proximity Tool Applies	Yes, 1.5
	Impact County	Flagler	Project Longitude	[____]
Attn: Dale Martin			Project Latitude	[____]
Title: City Manager			Section,	S:
Email.			Township,	T:
dmrtin@cityofflaglerbeach.com			Range	R:

Seller and Buyer desire to set forth the terms and conditions applicable to Buyer's acquisition of wetland mitigation credits from Seller in accordance with the terms of this cover page (the "Cover Page") and the standard terms and conditions attached hereto (the "Terms and Conditions", and, together with this Cover Page, the "Agreement"), which are incorporated by reference as if fully set forth herein. Buyer desires to acquire such mitigation credits in connection with the project (the "Project") described below:

In connection with the Project, Buyer has applied to the following permitting authorities for the following permit(s):

Permit Application Number:	**Permitting Authority; Permit Type:**
120470-3	St. Johns River Water Management District ("SJRWMD"); Environmental Resource Permit ("SJRWMD Permit")
_____	Florida Department of Environmental Protection ("FDEP"); Environmental Protection for Environmental Resource Permit ("FDEP State Permit")
_____	FDEP State 404 Permit ("FDEP 404 Permit")
SAJ-1994-06127	United States Army Corps of Engineers ("ACOE"); ACOE Permit ("ACOE Permit")

Seller hereby reserves the following Credit(s) (as defined in the Terms and Conditions) for Buyer at the following price(s) (the "Reserved Credits"), until [_____] (the "Expiration Date"):

Agency	**Credit Type**	**Quantity.**	**ACOE Proximity Factor**	**Total Quantity.**	**Rate per Credit**	**Amount**
SJRWMD	Forested Freshwater UMAM					
SJRWMD	Forested Estuarine UMAM	0.18		0.18	300,000	54,000
SJRWMD	Herbaceous Freshwater UMAM					
SJRWMD	Herbaceous Estuarine UMAM					
Federal	Palustrine Forested UMAM					
Federal	Estuarine Intertidal Emergent UMAM	0.27	applied	0.27	500,000	135,000

Gross Total	$[189,000]
Discount Amount 6.25%	$[(8,438)]
Total or Minimum Sale Amount	$[180,562]
Sales Tax ([__]%)	$[0.0]
Purchase Price	$[180,562]
Deposit (10%).	$[18,056]
Balance remaining less Deposit	$[162,506]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date, with the intent to be bound hereby.

GREEN WING, LLC	CITY OF FLAGLER BEACH
By: _____	By: _____
Name: Craig Theisen	Name: Dale Martin
Title: _____	Title: City Manager
Date: _____	Date: _____

TERMS AND CONDITIONS

These Terms and Conditions form part of the Agreement, dated as of the Effective Date, by and between the Buyer (as defined on the Cover Page) and Seller (as defined on the Cover Page). These Terms and Conditions, together with the Cover Page, are the "Agreement". Capitalized terms used in these Terms and Conditions but not defined herein shall have the meanings given to them on the Cover Page.

PREAMBLE:

If more than one box is checked on the Cover Page, then these applications shall be collectively referred to in this Agreement as the "Permits." If only one box checked, than the application shall be referred to in this Agreement as "SJRWMD Permit", "FDEP State Permit", "FDEP 404 Permit" or "ACOE Permit", as applicable.

It is anticipated that either the SJRWMD, FDEP or ACOE, or both, will require as a condition to granting the Permit(s) that certain wetland mitigation credits be purchased by Buyer to satisfy the conditions of the Permit(s).

Seller owns the Green Wing Mitigation Bank (the "GWMB"), a mitigation bank with Uniform Mitigation Assessment Method ("UMAM") mitigation credits under SJRWMD Permit Number 144041-11 as subsequently modified, (the "State Credits") and with UMAM mitigation credits under ACOE Instrument Number SAJ-2015-3153 (the "Federal Credits") (the State Credits and the Federal Credits are collectively referred to as "Credits"). Seller has available Credits and desires to sell the Reserved Credits to Buyer for the purpose of meeting Buyer's requirements under the Permits. Buyer has determined that the Reserved Credits will meet Buyer's needs and Buyer desires to obtain an option to acquire the Reserved Credits from Seller.

NOW, THEREFORE, in consideration of mutual covenants and undertakings and the payment of the Deposit, hereinafter defined, the receipt and sufficiency of which are acknowledged, Seller and Buyer agree as follows:

1. Recitals. The recitals set forth in the Preamble are material parts of this Agreement, are correct, and are incorporated herein by reference.

2. Reservation. Seller reserves the State Credits and Federal Credits shown on the Cover Page for Buyer, which credits shall be explicitly specified and set forth in the Reservation Letter as provided for in Paragraph 6 hereof (the "Reservation").

3. Proximity Factor. If the column on the Cover Page labeled Proximity Factor has been filled in, Buyer recognizes and agrees that the number of Federal Credits required has been determined by application of the process outlined in that certain document entitled "Standard Operating Procedure – assessing a Proximity Factor for Compensatory Mitigation Required to Offset Unavoidable Impacts to Waters of the United States" dated October 4, 2024, (Proximity Factor Guidance) as subsequently amended. Buyer acknowledges that it has reviewed and acceptable the correct application of the Proximity Factor Guidance to determine the number of Federal Credits purchased.

4. Purchase Price. The purchase price to be paid by Buyer to Seller for the Reserved Credits shall be that shown on the Cover Page (the "Purchase Price"). The Purchase Price shall be paid by Buyer's certified check or wire transfer of immediately available funds at Closing (as defined herein).

5. Term. This Agreement commences upon the Effective Date and expires on the Expiration Date shown on the Cover Page.

6. Deposit. Within ten (10) calendar days of the Effective Date of this Agreement, Buyer shall pay Seller the Deposit shown on the Cover Page. Unless otherwise indicated, the Deposit shall be applied against the total Purchase Price. The Deposit is non-refundable, except as provided herein.

7. Reservation Letter. Following execution of this Agreement and payment of the Deposit, and upon Buyer's request, Seller will, within a reasonable time, transmit a Reservation Letter, in the form shown on Exhibit "A", to the SJRWMD, FDEP, and/or ACOE (if required) detailing the State or Federal Credits Seller reserves for Buyer. The Credits set forth in such Reservation Letter shall constitute the "Reserved Credits" under this Agreement.

8. Purchase of Credits. Buyer may purchase the Reserved Credits by written notice to Seller at any time prior to the Expiration Date for all or any portion of the Reserved Credits not previously terminated by Buyer pursuant to the provisions of paragraphs 8 or 9.

9. Adjusting Reserved Credits to Match Permit Requirements.

a) *SJRWMD Permit Requiring Less than All Reserved Credits*. If the issued SJRWMD Permit requires less than the total number of Reserved Credits, Buyer shall notify Seller of the number of Reserved Credits exceeding that permit requirement, and such excess Reserved Credits in the form of State Credits shall be deemed foregone and Buyer shall be relieved of any further obligation to purchase such excess Reserved Credits. Such foregone Reserved Credits shall automatically revert back to Seller. Buyer shall provide Seller a copy of Buyer's SJRWMD Permit.

b) *FDEP State Permit Requiring Less than All Reserved Credits*. If the issued FDEP State Permit requires less than the total number of Reserved Credits, Buyer shall notify Seller of the number of Reserved Credits exceeding that permit requirement, and such excess Reserved Credits in the form of State Credits shall be deemed foregone and Buyer shall be relieved of any further obligation to purchase such excess Reserved Credits. Such foregone Reserved Credits shall automatically revert back to Seller. Buyer shall provide Seller a copy of Buyer's FDEP State Permit.

c) *FDEP 404 Permit Requiring Less than All Reserved Credits*. If the issued FDEP State Permit requires less than the total number of Reserved Credits, Buyer shall notify Seller of the number of Reserved Credits exceeding that permit requirement, and such excess Reserved Credits in the form of Federal Credits shall be deemed foregone and Buyer shall be relieved of any further obligation to purchase such excess Reserved Credits. Such foregone Reserved Credits shall automatically revert back to Seller. Buyer shall provide Seller a copy of Buyer's FDEP 404 Permit.

d) *ACOE Permit Requiring Less than All Reserved Credits*. If the issued ACOE Permit requires less than the total number of Reserved Credits, Buyer shall notify Seller of the number of Reserved Credits exceeding that permit requirements, and such excess Reserved Credits, in the form of Federal Credits shall be deemed foregone and Buyer shall not be further obligated to purchase such excess Reserved Credits. Such foregone Reserved Credits shall automatically revert back to Seller. Buyer shall provide Seller a copy of Buyer's ACOE permit.

10. Closing/Transfer of Credits. Buyer may notify Seller in writing, including electronic communication, at any time before the Expiration Date that Buyer has obtained the SJRWMD Permit, FDEP State Permit, FDEP 404 Permit, or ACOE Permit, or both, and that Buyer desires to purchase all or a portion of the Reserved Credits, and to have such purchased Reserved Credits debited or withdrawn from the applicable Green Wing Mitigation Bank ledger. Within 5 business days of notifying Seller that Buyer intends to purchase the Reserved Credits and before the Expiration Date, Buyer pay Seller the Purchase Price. Upon receipt of the Purchase Price (the "Closing"), Seller shall, within 15 calendar days, notify the SJRWMD and/or the ACOE, or both, that Buyer has purchased the purchased State or Federal Credits and deduct the purchased State or Federal Credits from the appropriate ledger of the Green Wing Mitigation Bank for the Buyer's benefit.

11. Failure to Purchase Credits by Expiration Date. If Buyer does not purchase all of the Reserved Credits on or before 5 p.m. of the Expiration Date (including any extensions of the Expiration Date agreed to in writing by Seller and Buyer), then Buyer shall have forfeited its rights to acquire any unpurchased Reserved Credits and Seller shall retain the Deposit.

12. Effect of Condemnation or Regulatory Action

a) *Condemnation.* If the GWMB property or any part thereof is involuntarily taken prior to Closing pursuant to eminent domain proceedings, or if such involuntary proceedings are commenced prior to Closing, and as a result Seller determines that it will be unable to transfer any or all of the Reserved Credits to Buyer at Closing as specified in this Agreement, then either Buyer or Seller may terminate this Agreement by providing written notice at any time prior to Closing (as defined herein) and Buyer's Deposit shall be refunded. If this Agreement is terminated as provided in this subsection, neither party shall have any further rights or obligations hereunder, except as expressly provided herein. Seller covenants not to request or consent to any condemnation action that would result in Seller's inability to transfer the Reserved Credits to Buyer at Closing as specified in this Agreement without Buyer's approval.

b) *Seller Regulatory Action*. If Seller is unable to transfer the Reserved Credits to Buyer as provided in this Agreement because of the action or order of any regulatory agency, regardless of whether or not Seller has contested or challenged such action or order, Seller may terminate this Agreement by providing written notice to Buyer at any time prior to Closing. If Seller elects to terminate this Agreement as provided in this subsection, Seller shall refund the Deposit to Buyer and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

c) *Buyer Regulatory Action*. If any regulatory agency prevents Buyer acquiring the Reserved Credits from Seller as provided in this Agreement, or if Buyer's mitigation plan is not approved by the SJRWMD, FDEP, or ACOE, as

applicable, Buyer may terminate this Agreement by providing written notice to Seller at any time prior to Closing, the Deposit shall be refunded to Buyer, and neither party shall have any further rights or obligations hereunder, except as expressly provided herein.

13. Seller's Representations and Warranties. Seller makes the following representations and warranties:

a) *Authorization, Execution and Delivery*. This Agreement has been duly authorized, executed and delivered by all necessary action on the part of Seller, constitutes the binding agreement of Seller and is enforceable in accordance with its terms.

b) *Availability and Reservation of the Reserved Credits.* As of the date of this Agreement, the Seller has enough Credits to satisfy Seller's obligations under this Agreement and such Credits are approved by all requisite governmental agencies. During the period beginning on the Effective Date and ending upon: (i) Closing or (ii) termination of this Agreement prior to Closing, Seller will not sell, or contract for the sale of, Credits from GWMB in an amount that would cause GWMB's outstanding Credits balance at Closing to be less than the number of Credits necessary to satisfy Seller's obligations under this Agreement. Seller shall take all actions reasonably necessary both before and after closing to enforce, defend and maintain the Reserved Credits and Buyer's right thereto.

c) *Validity.* SJRWMD Permit Number 144041-11, as modified, and ACOE Instrument Number SAJ-2015-3153, as modified, (together the "Credit Permits") are valid and in effect as of the date of this Agreement and Seller is in compliance with the requirements of the Credit Permits.

14. Buyer's Representations and Warranties. Buyer hereby makes the following representations and warranties.

a) This Agreement has been duly authorized, executed and delivered by all necessary action on the part of the Buyer, constitutes the valid and binding agreement of the Buyer and is enforceable in accordance with its terms.

b) In entering into this Agreement, Buyer has not been induced by, and has not relied upon, any representations, warranties or statements, whether express or implied, made by the Seller or any agent, employee or other representative of the Seller, which are not expressly set forth herein.

c) Buyer shall take all actions reasonably necessary to obtain its SJRWMD and ACOE Permits as contemplated herein.

15. Notices.

a) Any notice required hereunder shall be given in writing and shall be sent by registered or certified mail, return receipt requested, hand delivered or deposited into a recognized overnight courier service to the parties hereto at the addresses indicated on the Cover Page.

b) Notices will be deemed received when delivered if hand delivered or one business day after being sent by overnight delivery via a recognized overnight courier service or 3 business days after depositing same in the U.S. Mail if sent via registered or certified mail. If the time period or date by which or on which any right or election provided under this Agreement must be exercised, or by which or on which any act required hereunder must be performed, or by which or on which any notice or demand must be given or received, expires or occurs on a Saturday, Sunday or a holiday observed by local, state or Federal governments or state chartered or national banks in the State of Florida, then such time period or date shall be automatically extended through 5:00 p.m. of the next day which is not a Saturday, Sunday or such a holiday.

16. No Interest in Land Created. The parties recognize that this Agreement is for a service which is to provide mitigation to assist Buyer in obtaining the Permit(s). This Agreement is not an agreement for the conveyance of any interest in land and does not create any legal or equitable interest in any of Seller's lands.

17. Default/Remedies. If Buyer does not pay the Deposit within two days of the Effective Date, Seller may immediately terminate this Agreement and sell or otherwise dispose of the Reserved Credits by other means. If Buyer otherwise defaults hereunder, the Seller may terminate the Agreement and retain the Deposit. If Seller defaults hereunder, the Buyer may terminate the Agreement and receive a refund of its Deposit and any portion of the Purchase Price paid by Buyer to Seller for which Buyer received no transfer of Reserved Credits. Neither Buyer nor Seller shall be liable for any consequential, special, punitive and exemplary damages of any nature under this Agreement. This Agreement may also not be enforced via specific performance. If Buyer fails to timely pay the Purchase Price for any Reserved Credits, then Seller may terminate this Agreement and refuse to transfer or debit the Reserved Credits.

18. Non-Disclosure. Buyer and Seller agree that the pricing and terms of this Agreement are confidential, and that both Buyer and Seller are strictly prohibited from disclosing the pricing and terms of this Agreement.

19. Severability. If any provisions of this Agreement are held to be illegal or invalid, the other provisions shall remain in full force and effect.

20. Binding Effect. The obligations and covenants of this Agreement shall bind and benefit the successors, personal representatives, heirs and permitted assigns of the parties hereto.

21. Captions. The captions for each paragraph of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision hereof.

22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively but one instrument. Notwithstanding anything to the contrary in this Agreement, this Agreement will not be binding on the parties unless and until each party has executed this Agreement.

23. Electronic Signatures. Facsimile or other electronic signatures of this Agreement shall be deemed binding on all parties.

24. Entire Agreement/Amendments. This Agreement constitutes the sole and entire agreement between the parties hereto and supersedes all letters of intent, term sheets, letters of interest, understandings, promises, covenants, representations, statements, agreements and undertakings (whether written or oral), if any, with respect thereto, which may have been given, distributed, furnished or made prior to or contemporaneously with the execution and delivery of this Agreement. This Agreement may not be amended except by written agreement signed by both the parties.

25. Assignment. Buyer shall not assign this Agreement without Seller's written consent. Seller may reasonably withhold consent if Buyer attempts to assign this Agreement in a manner that would allow the use of the Credits for a different project or different location than that identified in the SJRWMD Permit or ACOE Permit. Seller's consent shall not be required if Buyer assigns this Agreement either (i) a related corporate entity or (ii) a purchaser of Buyer's Project, either of whom will use the Credits for the Project, located on the same parcel of land, involving the same wetland impacts, and pursuant to the same SJRWMD Permit or ACOE Permit as Buyer.

26. Waiver. No waiver of any provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.

27. Time of the Essence. Time is of the essence of this Agreement and each and every provision hereof.

28. Construction. Unless a clear contrary intention appears in this Agreement: (i) "or" is used in the inclusive sense of "and/or"; and (ii) the words "including", "include" and "includes" shall be deemed to be followed by the words "without limitation". The parties acknowledge and agree that this is a negotiated agreement, and that in no event shall the terms of this Agreement be construed against either party on the basis that such party, or such party's counsel, drafted this Agreement.

29. Dispute Resolution – If the parties dispute the terms of this Agreement or whether a party has failed to comply with their obligations under this Agreement, the following shall apply:

a) *Mediation* –

i) Prior to seeking any remedy as provided in this section 29, the party asserting a dispute, default or breach of this Agreement shall seek to mediate the issue with the other party. This shall be done by delivering to the other party a notice requesting mediation of the issue and providing a list of three mediators acceptable to the requesting party. Within ten (10) days after receipt of this notice, the other party shall, provide a written response back of either the selection of one the mediators proposed by the requesting party or offering a list of three additional mediators for consideration. Within ten (10) days of the requesting party receiving this responsive notice from the other party, the parties shall meet to select one of the mediators proposed.

ii) Within twenty (20) days after a mediator is named by the parties, a time and date for the mediation shall be scheduled and documented in writing (which may be by electronic communication). The mediation shall be conducted expeditiously, and the location of the mediation shall be one mutually accepted by the parties, or at location of the mediator's choosing if the parties cannot agree on a location. The parties shall jointly share equally in the fees and expenses of the

mediator. Each part shall pay their respective attorney's fees, expert fees, and other related expenses. Any settlement achieved through mediation shall be made in writing with a copy deliver to each party.

b) *Resolution by Civil Action* – If mediation does not resolve the dispute between the parties, any party may seek enforcement of this Agreement by civil action in an appropriate court proceeding.

b) *Governing Law; Venue* - The laws of the State of Florida shall govern the validity, enforcement, and interpretation of this Agreement. The obligations of the parties are performable, and venue for any legal action arising out of this Agreement, shall lie in Brevard County, Florida.

c) *Waiver of Jury Trial* - EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION (INCLUDING BUT NOT LIMITED TO ANY COUNTERCLAIMS, CROSS CLAIMS OR THIRD PARTY CLAIMS), WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, REGARDLESS OF THE CAUSE OR CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ALLEGED OR THE RELIEF SOUGHT BY ANY PARTY, AND REGARDLESS OF WHETHER SUCH CAUSES OF ACTION, DEFENSES OR COUNTERCLAIMS ARE BASED ON, OR ARISE OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, OUT OF ANY ALLEGED CONDUCT OR COURSE OF CONDUCT, DEALING OR COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN), OR OTHERWISE. ANY PARTY HERETO MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS CONCLUSIVE EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF ANY RIGHT THEY MAY HAVE TO TRIAL BY JURY.

d) *Attorneys' Fees* - In connection with any litigation, including pretrial, trial, appellate or bankruptcy or collection proceedings, arising out of, under or relating to this Agreement, or in connection with any action for rescission of this Agreement, the prevailing party shall be entitled to recover from the other party such prevailing party's actual, reasonable, out-of-pocket costs, including travel time charges, discovery charges, investigation expenses, expert witness expenses, and reasonable attorneys' and paralegals' fees.

[remainder of page intentionally left blank]

EXHIBIT A

GREEN WING MITIGATION BANK

SJRWMD Permit Number 144041-11 as subsequently modified

ACOE Instrument Number SAJ-2015-3153

MITIGATION CREDIT RESERVATION LETTER

DATE

SAMPLE

City of Flagler Beach
800 S. Daytona Ave
Flagler Beach, FL. 32136

Re: Green Wing Mitigation Bank Credit Reservation Letter

Impact Project Name:	S. Flagler Ave. Stormwater Improvement
Impact Permitee Name:	City of Flagler Beach _
Impact State Mitigation Credit Reservation for SJRWMD Permit #	120470-3
Impact State Mitigation Credit Reservation for FDEP Permit #	_____
Impact State Mitigation Credit Reservation for FDEP 404 Permit #	_____
Impact Federal Mitigation Credit Reservation for ACOE Permit #	SAJ-1994-06127

SJRWMD: Green Wing Mitigation Bank under SJRWMD Permit Number 144041-11 as subsequently modified.
This certifies that:
_____ Forested Freshwater UMAM
0.18___ Forested Estuarine UMAM Credits
_____ Herbaceous Freshwater UMAM Credits
_____ Herbaceous Estuarine UMAM Credits

have been reserved from the Green Wing Mitigation Bank credit ledger for the benefit of the above referenced entity and above referenced SJRWMD or FDEP State or FDEP 404 permit application.

ACOE: Green Wing Mitigation Bank under ACOE Instrument Number SAJ-2015-3153.
This certifies that:
_____ Palustrine Forested Federal UMAM Credits
0.27__ Estuarine Intertidal Emergent Federal UMAM Credits

have been reserved from the Green Wing Mitigation Bank credit ledger for the benefit of the above referenced entity and the above referenced ACOE permit application.

This reservation is valid until _____.

Upon issuance of the above referenced SJRWMD, FDEP and/or ACOE permits and payment in full for the above referenced Credits, the Credits will be debited/withdrawn from the Green Wing Mitigation Bank credit ledger for these permits and notification will be provided to the respective agencies of such credit debiting/withdrawal.

Sincerely,

Craig Theisen
Green Wing, LLC

From: Lauren Brogley
To: biocon; Tanya Alvarez
Cc: David King
Subject: RE: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up
Date: Friday, November 14, 2025 11:37:02 AM
Attachments: image001.png
image002.png
image003.png
image004.png

Hi Joe,

Thanks so much. Yes, please proceed with obtaining a reservation letter for 0.18 marine credits from Green wing. Hope you have a great weekend!

Thank you,

Lauren Brogley
Regulatory Scientist III
Division of Regulatory Services
St. Johns River Water Management District
P.O. Box 1429 ● Palatka, FL 32178-1429
Office: (386) 643-1199
Email: lbrogley@sjrwmd.com
Website: www.sjrwmd.com
Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

---

From: biocon <biocon@bellsouth.net>
Sent: Friday, November 14, 2025 11:30 AM
To: Tanya Alvarez <TAlvarez@sjrwmd.com>; Lauren Brogley <LBrogley@sjrwmd.com>
Cc: David King <david.king@meadhunt.com>
Subject: Re: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Lauren,

Sorry, I hit send before typing a message.

Attached is the UMAM scoresheet with just the impacts. Please confirm 0.173 FLU is approved so we can move forward with obtaining a contract to purchase 0.18 forested marine credits from Green Wing MB.

Regards,

Joe Young

Joe H. Young III

Biological Consulting Services, Inc.

802 Magnolia Street

New Smyrna Beach FL 32168

386.423.3402 office

www.biologicalconsultingservices.com

On Friday, November 14, 2025 at 11:26:30 AM EST, biocon <biocon@bellsouth.net> wrote:

Joe H. Young III

Biological Consulting Services, Inc.

802 Magnolia Street

New Smyrna Beach FL 32168

386.423.3402 office

www.biologicalconsultingservices.com

On Friday, November 14, 2025 at 11:17:07 AM EST, Lauren Brogley <lbrogley@sjrwmd.com> wrote:

Good morning, Joe!

Just checked the file and I'm not sure if we received an updated UMAM scoring sheet since the meeting where credits instead of removal was going to be the path forward. Can you please send

me an updated copy of the UMAM scores with the removal areas omitted when you get a chance? I believe that 0.18 credits will be sufficient, but I want to double check on my end first. Thanks!

Thank you,

Lauren Brogley

Regulatory Scientist III

Division of Regulatory Services

St. Johns River Water Management District
P.O. Box 1429 ● Palatka, FL 32178-1429

Office: (386) 643-1199
Email: lbrogley@sjrwmd.com

Website: www.sjrwmd.com

Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

---

From: biocon <biocon@bellsouth.net>
Sent: Friday, November 14, 2025 11:08 AM
To: Tanya Alvarez <TAlvarez@sjrwmd.com>; Lauren Brogley <LBrogley@sjrwmd.com>
Cc: David King <David.King@meadhunt.com>
Subject: Re: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Tanya,

I looked through our emails and don't see where we received written confirmation of the UMAM score of 0.173 FLU. Can you please confirm this UMAM score is approved so that we can move forward with obtaining a contract to purchase 0.18 forested marine credits from Green Wing MB?

Joe

Joe H. Young III

Biological Consulting Services, Inc.

802 Magnolia Street

New Smyrna Beach FL 32168

386.423.3402 office

www.biologicalconsultingservices.com

On Thursday, October 16, 2025 at 09:16:15 AM EDT, Tanya Alvarez <talvarez@sjrwmd.com> wrote:

Good morning, all,

We checked with our mitigation program and confirmed Green Wing MB and Webster Creek MB have forested marine credits, which include mangroves, and both cover basin 17, so you do not need to go out of basin or out of kind.

Thanks!

Tanya M. Alvarez

Supervising Regulatory Scientist
Division of Regulatory Services
St. Johns River Water Management District
P.O. Box 1429, Palatka, FL 32178-1429
Office: (386) 329-4130
Cell: (386) 916-9407
Email: talvarez@sjrwmd.com
Website: www.sjrwmd.com

From: David King <David.King@meadhunt.com>
Sent: Thursday, October 16, 2025 7:07 AM
To: Carsyn Samples <CDSample@sjrwmd.com>
Cc: Melissa Parsons <MParsons@sjrwmd.com>; Joe Young <biocon@bellsouth.net>; Chris Fagerstrom <Chris.Fagerstrom@meadhunt.com>; lrichards@cityofflaglerbeach.com; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Tanya Alvarez <TAlvarez@sjrwmd.com>; Lauren Brogley <LBrogley@sjrwmd.com>
Subject: Re: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Thank you.

David

David King, PE
Direct: 386-490-1125 | Cell: 386-547-7362 | Transfer Files
meadhunt.com | 125 Years of Exceptional

From: Carsyn Samples <CDSample@sjrwmd.com>
Sent: Wednesday, October 15, 2025 4:33 PM
To: David King <David.King@meadhunt.com>
Cc: Melissa Parsons <MParsons@sjrwmd.com>; Joe Young <biocon@bellsouth.net>; Chris Fagerstrom <Chris.Fagerstrom@meadhunt.com>; lrichards@cityofflaglerbeach.com <lrichards@cityofflaglerbeach.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Tanya Alvarez <TAlvarez@sjrwmd.com>; Lauren Brogley <LBrogley@sjrwmd.com>
Subject: RE: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Hi David,

Just spoke to our CUP hydrologist. Although the intake pipe on the pump is greater than the CUP permitting thresholds, there is exemptions for CUP permitting under 40C-2.051(5), F.A.C as long as the project includes the following:

(5) Withdrawals of surface water solely for flood control when:

(a) The withdrawal is accomplished by and was approved as part of a surface water management system which has received a management and storage of surface water permit pursuant to chapter 40C-4 or 62-330, F.A.C., or

(b) The withdrawal is conducted by a municipality, county, agency of the executive branch of the state or the federal government and is accomplished by a surface water management system which meets the terms and conditions of the exemption contained in subsection 40C-4.051(2), F.A.C., and the withdrawal is consistent with the system's plans, specifications, and performance criteria existing on the relevant exemption date.

CUP believes the scope of this project falls under this exemption.

Thank you,

Carsyn D. Samples, E.I.

Engineer II

Bureau of Environmental Resource Regulation

St. Johns River Water Management District
P.O. Box 1429 ● Palatka, FL 32178-1429

Office: (386) 643-1989
Email: cdsample@sjrwmd.com

Website: www.sjrwmd.com

Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

www.sjrwmd.com/ePermit

From: David King <David.King@meadhunt.com>
Sent: Friday, October 10, 2025 8:58 AM
To: Lauren Brogley <LBrogley@sjrwmd.com>
Cc: Melissa Parsons <MParsons@sjrwmd.com>; Joe Young <biocon@bellsouth.net>; Chris Fagerstrom <Chris.Fagerstrom@meadhunt.com>; lrichards@cityofflaglerbeach.com; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Tanya Alvarez <TAlvarez@sjrwmd.com>; Carsyn Samples <CDSample@sjrwmd.com>

Subject: Re: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Great. I just sent an invite.

Thanks,

David

David King, PE
Direct: 386-490-1125 | Cell: 386-547-7362 | Transfer Files
meadhunt.com | 125 Years of Exceptional

From: Lauren Brogley <LBrogley@sjrwmd.com>
Sent: Friday, October 10, 2025 8:26 AM
To: David King <David.King@meadhunt.com>
Cc: Melissa Parsons <MParsons@sjrwmd.com>; Joe Young <biocon@bellsouth.net>; Chris Fagerstrom <Chris.Fagerstrom@meadhunt.com>; lrichards@cityofflaglerbeach.com <lrichards@cityofflaglerbeach.com>; Bill Freeman <BFreeman@cityofflaglerbeach.com>; Tanya Alvarez <TAlvarez@sjrwmd.com>; Carsyn Samples <CDSample@sjrwmd.com>
Subject: RE: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Good morning, David,

Yes, we are available on Wednesday at 3p to discuss. Will that work for you and your team? Thanks!

Thank you,

Lauren Brogley

Regulatory Scientist III

DRS - Bureau of Environmental Resource Regulation

St. Johns River Water Management District
P.O. Box 1429 ● Palatka, FL 32178-1429

Office: (386) 643-1199
Email: lbrogley@sjrwmd.com

Website: www.sjrwmd.com

Connect with us: Newsletter, Facebook, Twitter, Instagram, YouTube, Pinterest

www.sjrwmd.com/ePermit

From: David King <David.King@meadhunt.com>
Sent: Thursday, October 9, 2025 4:13 PM
To: Carsyn Samples <CDSample@sjrwmd.com>
Cc: Lauren Brogley <LBrogley@sjrwmd.com>; Melissa Parsons <MParsons@sjrwmd.com>; Joe Young <biocon@bellsouth.net>; Chris Fagerstrom <Chris.Fagerstrom@meadhunt.com>; lrichards@cityofflaglerbeach.com; Bill Freeman <BFreeman@cityofflaglerbeach.com>
Subject: Re: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Good afternoon. Would District staff be available anytime on Tuesday or in the afternoon Wednesday to discuss these comments and to allow us to explain a pivot in our mitigation approach? If so, please let me know what works and I'll send a MS Teams invite accordingly.

After further consideration of our proposed on-site mitigation and the City's nearing FEMA funding deadline for Phase 1 (design and permitting) of the project, we have decided to pivot to purchasing mitigation bank credits. We did not foresee being successful in obtaining all of the necessary items for the on-site mitigation approach. We'll explain more during the call.

Thanks,

David

David King, PE
Vice President
Direct: 386-490-1125 | Cell: 386-547-7362 | Transfer Files

Mead&Hunt
LinkedIn | Facebook | Instagram | My LinkedIn

From: Carsyn Samples <CDSample@sjrwmd.com>
Sent: Friday, October 3, 2025 4:47 PM
To: David King <david.king@meadhunt.com>; Joe Young <biocon@bellsouth.net>; Dale Martin <dmartin@cityofflaglerbeach.com>
Cc: Lauren Brogley <LBrogley@sjrwmd.com>; Melissa Parsons <MParsons@sjrwmd.com>
Subject: RE: City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St) IND-035-120470-3, Partial RAI Response Follow Up

Good afternoon,

Thank you for your September 5, 2025 response to the District's July 25, 2025 request for additional information (RAI). Please note that your response has been deemed partial, because you have not addressed one or more of the questions in the RAI. The time frames for permit review and final action will commence with the receipt of a complete RAI response.

Questions 5, 7, 9, 10, 12, 14 have been fully addressed, and no additional response is required.

The following questions were either not addressed or require correction, clarification, or additional information:

1. Thank you for providing revised construction plans reflecting the new wetland impacts and modifications made to the wetland line during the site inspection. Please provide revised construction plans to indicate that the proposed 10yr flood plain compensation area will not be utilized for as part of the mitigation area.

2. Thank you for providing a revised Mitigation Plan on September 26, 2025. Based on the information provided within the monitoring plan, the clearing limits proposed are as far as the backhoe will reach. Please provide a more specific measurement on an environmental figure to depict the proposed location, width, and acreage of the limits of Brazilian Pepper to be removed.

3. Thank you for providing the revised UMAM scores for this project. Following review of the provided UMAM scores within the mitigation monitoring plan it appears that the project should have a higher Relative Functional Gain that what is currently proposed. Please see below. Please contact Lauren to discuss further as needed. The District has also reviewed the monitoring plan regarding annual monitoring for the proposed Brazillian Pepper removal. Following review of supporting literature, it appears that within the first year of Brazillian pepper removal, quarterly to bi-annual monitoring should occur and then annual monitoring for 3-5 years. The District would like to request bi-annual monitoring for the first year following removal and then annual monitoring for a total of 3 years.

Uplands

Adjusted mitigation delta = Delta x preservation factor = 0.3 x 0.8 = 0.24

RFG = adjusted mitigation delta/(t-factor x risk) = .24/(1*1.25) = 0.192

Wetlands

Adjusted mitigation delta = Delta x preservation factor = 0.167 x 0.8 = 0.133

RFG = adjusted mitigation delta/(t-factor x risk) = .133/(1*1.25) = 0.107

Per the monitoring plan, transects are proposed. Please provide a figure depicting the following:

a. location of the proposed transects
b. dimensions of the removal areas

4. As discussed during the RAI teams meeting on August 4, 2025, the applicant shall propose a method to ensure that the mitigation area will not be adversely impacted in perpetuity. Please clarify if a conservation easement or deed restriction will be proposed to ensure that the mitigation area will remain protected.

As proposed, a portion of the proposed mitigation area is located within the Flagler County owned property. Please provide documentation demonstrating that the applicant has sufficient real property interest, as described in Section 4.2.3(d) of the ERP Applicant's Handbook (A.H.) Volume I, over all land upon which activities subject to this application will be conducted. If the applicant is a lessee of the property included in the application, please provide documentation that at least one of the conditions in section 4.2.3(d)5 are met. [62-330.060(1) and (3), F.A.C.; 4.2.3(d), A.H. Volume I]

6. b. The call out for the compensation volume for the fill within the 10-year flood plain is labeled as mitigation area on plan sheet C-099. To avoid confusion with wetland mitigation areas, please revise this call out for clarification that this area will not be utilized as part of the mitigation area as previously mentioned in Comment 1.

8. The pump is proposed to drawdown the NWL of the existing wet pond to elevation 0.50 feet (one foot below the permitted NWL) during operational procedures

before turning off. Please adjust the permanent pool volume in BMPTrains to reflect this change in the NWL and demonstrate that the system will not increase the nutrient loading to the receiving waterbody.

11. Please see the following regarding the provided BMPTrains analysis for the system:

    a. In the BMP Analysis, FB S Flagler – Pre, the Rainfall Zone was selected as Zone 1. However, the project is located within Zone 2, and the Post analysis utilizes a Rainfall Zone of Zone 2. Please revise to be consistent throughout the model.
    b. Some catchment inputs differ from the curve numbers provided in the Basin Calculations of the ICPR model submittal. Please clarify these inputs and revise if necessary.
    c. The permanent pool volume (PPV) for the wet pond located within catchment basin S-2A is less than the PPV for the pond. Please revise the wet detention input to reflect the previously permitted condition of the existing wet pond. Please also update the PPV input in the BMP Post- analysis to reduce volume by the 1 foot of drawdown in the pond caused by the proposed pumps.

13. Please provide the invert elevation for the mitered end section on plan sheet C-201. Please provide revised plans.

If you have any questions or would like to discuss any of these items, please contact Lauren Brogley and Carsyn Samples.

Thank you,

Lauren Brogley

Regulatory Scientist III

DRS - Bureau of Environmental Resource Regulation

St. Johns River Water Management District
P.O. Box 1429 ● Palatka, FL 32178-1429

Office: (386) 643-1199
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Carsyn D. Samples, E.I.

Engineer II

Bureau of Environmental Resource Regulation

St. Johns River Water Management District
P.O. Box 1429 ● Palatka, FL 32178-1429

Office: (386) 643-1989
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www.sjrwmd.com/ePermit

We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this link

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Application for Individual and Conceptual Approval Environmental Resource Permit, State 404 Program Permit, and Authorization to Use State-Owned Submerged Lands

Florida Department of Environmental Protection/
Water Management Districts

Effective 12/22/2020

Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A-General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbooks Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

What Sections of the Application Must I Fill Out?

Type of Activity	Section A	Section B	Section C	Section D	Section E	Section F	Section G	Section H	Section I
Fill in wetlands or waters for a single family residence?	Y	Y	N	N	N	N	N	N	Y, if in assumed waters
Docks, shoreline stabilization, seawalls associated with a single family residence?	Y	Y	N	N	N	Y, as needed	N	N	Y, if in assumed waters
Wetland impacts (other than association with an individual residence)?	Y	N	Y	N	N	N	N	N	Y, if in assumed waters
Boating facilities, a marina, jetty, reef, or dredging?	Y	N	Y	Y	N	Y, as needed	N	N	Y, if in assumed waters
Any work on state owned submerged land?	Y	N	Y	N	N	Y	N	N	Y, if in assumed waters
Construction of a stormwater management system?	Y	N	Y, as needed	N	Y	N	N	N	N
Constructing a mitigation bank?	Y	N	Y	N	Y, as needed	N	Y	N	Y, if in assumed waters
Creating a mine?	Y	N	Y, as needed	N	N	N	N	Y	Y, if in assumed waters

If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).

Section A:
General Information for All Activities

Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: **City of Flagler Beach - South Flagler Stormwater Improvements (SR100 to S 7th St)**

B. This is for (check all that apply):

☐ Construction or operation of **new** works, activities and/ or a stormwater management system

☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system

☒ Modification or Alteration of **existing** works activities and / or a stormwater management system. Provide the existing DEP or WMD permit #, if known: **214264-1** Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.

☐ **Maintenance or repair** of works, activities and/ or stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known: _____

☐ Abandonment or removal of works, activities and/ or stormwater management system
Provide existing DEP or WMD permit #, if known: _____

☐ Operation of an **existing unpermitted** work, activity, and/or stormwater management system.

☐ Construction of additional phases of a permitted work, activity, or system.

Provide the existing DEP or WMD permit #, if known: _____

☐ A State 404 Program authorization:

☐ Exemption ☐ General Permit ☐ Individual Permit

If requesting an Exemption or General Permit provide Rule #, if known:

☐ **By checking this box**, I hereby voluntarily waive, in accordance with Rule 62-330.090(8), F.A.C., the agency action deadlines in section 5.5.3 of Volume I in the event my project also requires a State 404 Program authorization (other than an exemption) under Chapter 62-331, F.A.C., and request that the agency actions for the ERP and State 404 Program authorizations be issued at the same time. (This is strongly recommended to ensure consistency, and to reduce the potential need for project modifications to resolve inconsistencies that may occur when the agency actions are issued at different times.) If this box is checked and the Agency(ies) determines that no State 404 Program authorization is required, the Agency will continue to abide by section 5.5.3 of Volume I.

C. **List the type of activities proposed. Check all that apply**, **and provide the supplemental information requested in each of the referenced application sections.** Please also reference Applicant's Handbooks I and II for the type of information that may be needed.

☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a Noticed General Permit: **Provide the information requested in Section B. Do not complete Section C.**

☒ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). *Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, restoration/ enhancement.* **Provide the information requested in Section C.**

☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**

☐ Activities that are (or may be) located within, on or over state-owned submerged lands (See Chapter 18-21, F.A.C. https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21): **In addition to Section B or C, also provide the information requested in Section F**

☒ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**

☐ Creation or modification of Mitigation Bank (refer to Chapter 62-342, F.A.C. https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342): **Provide the information requested in Section G.**

☐ Mines (as defined by in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**

☐ Other, describe: _____ Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit: **A new earthen berm to reduce the local risk of tidal flooding and storm surge inundation is proposed to be installed behind the City-owned facilities West of S Flagler Ave. The berm will protect the low-lying area along S Flagler Ave from SR100 (Moody Blvd.) to S 7th St and will provide protection to the City's critical infrastructure such as the police and fire station, as well as residences in the area. To remove stormwater from the bermed area, a pump station will be constructed to intake from the existing wet detention pond south of the fire station and discharge stormwater beyond the berm. During major rainfall events, or periods of high tidal tailwaters, the pump station will provide the necessary head to discharge water outside of the protected area and keep the roadway continuously accessible for emergency services. Backflow prevention devices will be used as necessary to prevent backflow during flooding events.**

E. Project/Activity Street/Road Address or other location (if applicable):

City: **FLAGLER BEACH** County(ies)**Flagler** Zip: **32136**

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

F. Project location map and Section, Township, and Range information (use additional sheets if needed):

Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.

Land Grant name, if applicable:

Section(s): 12 Township: 12S Range: 31E

G. Latitude (DMS) Longitude (DMS) (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource):

H. Tax Parcel Identification Number(s): **12-12-31-4500-00530-0000, 12-12-31-4500-00590-0010, 12-12-31-4500-00590-0070, 12-12-31-4500-00600-0010, 12-12-31-4500-00610-0010, 12-12-31-5150-00020-0240**

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

I. Directions to Site (from major roads; include distances and landmarks as applicable): **Turn south down S Flagler Ave from Moody Blvd (SR100). Project site begins at the north side of the S 2nd St @ S Flagler Ave intersection and ends on S 7th St, near City's library.**

J. Project area or phase area: **13.70** acres

K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

Receiving Waterbody	Class Type	Outstanding Florida Water	Aquatic Preserve
Matanzas River (Intracoastal Waterway)	III Fresh	no	no

The following questions (L-N) are not applicable to activities related to a single-family residence, including private single-family residential docks, piers, seawalls or boat ramps.

L. Is it part of a larger plan of development or sale? ☐ yes ☒ no

M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable): **9.56** acres or square feet

N. Volume of water the system is capable of impounding (if applicable):

Normal Pool: 1.4 acre-feet. Depth ft.
Maximum Pool: 2.5 acre-feet. Depth ft.

Part 2: Supplemental Information, and Permit History

A. Is this an application to modify an existing Environmental Resource Permit, or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? ☒ Yes ☐ No *If you answered "yes", please provide permit numbers below:*

AGENCY	DATE	PERMIT/ APPLICATION NO.	PROJECT NAME
WMD	08-JUL-09	120470-1 / ERP Gen.	City of Flagler Beach CRA Utility Undergrounding Streetscape & Stormwater Imp
WMD	11-NOV-10	120470-2 / ERP Gen.	Downtown CRA Streetscape Improvements / S Flagler Ave (SR100 - 9th St S) Stormwa

B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

AGENCY	DATE	LOCATION	MEETING ATTENDEES
WMD	16-FEB-24	Teams meeting	SJRWMD (Lauren Brogley & Melissa Parsons), City of Flagler Beach (Lee Richards), Mead & Hunt (David King, Bryce Bachmann), Biological Consulting Services (Joe Young)

C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H**. However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.

D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume 1 to determine the appropriate fee.

Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

A. Applicant (Entity Must Have Sufficient Real Property Interest) ☐ This is a Contact Person for Additional Information		
Name: Last: **Martin**	First: **Dale**	Middle:
Title:	Company: **City of Flagler Beach**	
Address: **800 S Daytona Ave**		
City: **Flagler Beach**	State: **FL**	Zip: **32136-3611**
Home Telephone:	Work Telephone: **(386) 517-2000**	
Cell Phone:		
E-mail Address: **DMARTIN@CITYOFFLAGLERBEACH.COM**		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

B. Land Owner(S) (If Different or in Addition to Applicant) ☐ Check here if land owner is also a co-applicant		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

C. Operation and Maintenance Entity (see Applicant's Handbook I, Section 12.3)			
Entity Name:	Contact: Last:	First:	Middle:
Title:	Company:		
Address:			
City:	State:		Zip:
Home Telephone:	Work Telephone:		
Cell Phone:			
E-mail Address:			
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐			

D. Co-Applicant (If Different or In Addition to Applicant and Owner)		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:

Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		
E. Registered Professional Consultant ☐ **This is a contact person for additional information**		
Name: Last: **King**	First: **David**	Middle:
Title:	Company: **Mead & Hunt**	
Address: **4401 Eastport Park Way**		
City: **Port Orange**	State: **FL**	Zip: **32127-6042**
Home Telephone:	Work Telephone: **3863373273**	
Cell Phone:		
E-mail Address: **david.king@meadhunt.com**		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		
F. Environmental Consultant ☐ **This is a contact person for additional information**		
Name: Last:	First:	Middle:
Title:	Company:	
Address:		
City:	State:	Zip:
Home Telephone:	Work Telephone:	
Cell Phone:		
E-mail Address:		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		
G. Agent Authorized to Secure Permit (If Different from Consultant) ☐ **This is a contact person for additional information**		
Name: Last: **King**	First: **David**	Middle:
Title:	Company: **Mead & Hunt**	
Address: **4401 Eastport Park Way**		
City: **Port Orange**	State: **FL**	Zip: **32127-6042**
Home Telephone:	Work Telephone: **3863373273**	
Cell Phone:		
E-mail Address: **david.king@meadhunt.com**		
Correspondence will be sent via email. Check here to receive correspondence via US Mail: ☐		

If necessary, please add additional pages for other contacts and property owners related to this project.

H. Real Property Interest

a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I**. Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including**

mitigation areas (if applicable). Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation.

b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

Additional Addresses

	,

Section C: Supplemental Information for Works or Other Activities In, On, or Over Wetlands and/or Other Surface Waters

Instructions: **This section is for applications that do not involve activities associated with an individual single-family residence, duplex, triplex, or quadruplex. For those activities, please use Section B.** This form is to be completed if the proposed work or activity will occur in, on, over, or within 25 feet of a wetland or other surface water. The supplemental information required by this section is in addition to the information required by Section A of the application.

Part 1: Wetland or Other Surface Water Impact Summary

1. Describe the basic purpose of the project or activity:

   The objective of the project is to provide flood protection to the properties and City-owned critical infrastructure including the police, fire station, and maintenance shop. This low-lying area of S Flagler Ave is frequently flooded during storm events and high tide conditions. The project will provide the area with the infrastructure to prevent the road from becoming inaccessible during a 25-year storm event or tidal flooding. The improvements will allow police, fire, EMS, and City utility maintenance to continue serving residents during storm events and periods of tidal flooding.

2. Total area of work (dredging, filling, construction, alteration, or removal) in, on, or over wetlands or other surface waters: [ ] sq. ft.; [0.35] ac.

3. Total volume of material to be dredged or filled in wetlands or other surface waters:
   a. to be dredged: [0] cubic yards,
   b. to be filled: [930] cubic yards.

4. Identify the seasonal high water level (SHWL) and wetland normal pool elevations for each wetland or surface water within the project site. For tidal wetlands and/or surface waters provide the elevation of mean high and mean low water. Include an aerial photograph showing the location of each sampling location, dates, datum, and methods used to determine these elevations.

   The surface waters are heavily influenced by tides. The mean high high water (MHHW) level is 1.46-ft NAVD88 and the mean low low water (MLLW) level is -2.54-ft NAVD88. For additional information, see the Design Tailwater Elevation in the supplemental documents.

5. Name of waterbody(ies) (if applicable & if known) in which work will occur?

   N/A

6. Is the activity proposed in an Outstanding Florida Water or Aquatic Preserve?

☐ yes, name: ☒ no ☐ I don't know

7. Has there ever been a formal or informal wetland determination for the project site? If yes, provide the identifying number and/or a copy of the jurisdictional map.

Surface water to be impacted is classified as E2FO3/1P. A jurisdictional map from the National Wetland Inventory is provided in the supplemental documents. Field verification of surface water boundary occurred in preparation of the design. Delineated surface water boundary is provided in the supplemental documents.

8. Provide a map(s) of the project area and vicinity delineating USDA/NRCS soil types.

Maps of the project vicinity delineating USDA/NRCS soil types are provided in the supplemental documents.

9. Provide recent aerials legible for photointerpretation (no photocopies) with a scale of 1" = 400 ft, or more detailed, with project boundaries and wetland boundaries delineated on the aerial.

Recent aerials showing the project and surface water boundaries have been provided in the supplemental documents.

10. Provide maps accurately portraying the existing and proposed natural vegetative community types and land cover classifications using recognized classification schemes. Suggested sources include the Florida Natural Areas Inventory Guide to the Natural Communities of Florida (2010) available at http://www.fnai.org/naturalcommguide.cfm, or the Florida Land Use and Cover Classification System (FLUCCS) (FDOT 1999, available at http://www.dot.state.fl.us/surveyingandmapping/documentsandpubs/fluccmanual1999.pdf). For vegetated areas dominated by exotic vegetation, use the descriptors representative of the native community type that was present prior to exotic infestation.

11. Impact Summary Tables (located at the end of this section):
    a. For all projects, complete Table 1, 2 and 3 as applicable.

Table 1, 2 and 3 are complete, as applicable.

    b. For shoreline stabilization projects, provide the information requested in Table 4.

Not Applicable.

12. If the activity is located on state owned submerged lands and requires a lease or easement, provide a list of names and addresses from the latest county tax assessment roll of all property owners located within a 500 ft. radius of the proposed lease or easement boundary in mailing label format, or you may elect to send notice to those persons by certified mail, with the return-receipt card addressed to the DEP or water management district, as applicable, in accordance with subsection 18-21.005(3), F.A.C., and Section 253.115, F.S. Attach additional sheets if necessary.

1. Name: N/A
   Mailing Address:
   City, State, Zip Code:

2. Name: N/A
   Mailing Address:
   City, State, Zip Code:

3. Name: N/A
   Mailing Address:
   City, State, Zip Code:

4. Name: N/A
   Mailing Address:
   City, State, Zip Code:

5. Name: N/A
   Mailing Address:
   City, State, Zip Code:

6. Name: N/A
   Mailing Address:
   City, State, Zip Code:

Part 2: Environmental Considerations

Note: for many questions, a state statute/Applicant's Handbook Volume I (AH I)/State 404 Program Applicant's Handbook section is cited to assist the applicant in addressing these questions.

1. Elimination or Reduction of Impacts (Avoidance and Minimization). Describe measures taken to eliminate or reduce impacts to wetlands and other surface waters (*Refer to AH I Section 10.2.1*).

Surface water impacts will be reduced throughout construction through the use of erosion control measures. Silt fences and turbidity barriers will be used as specified on the plans.

2. Fish, Wildlife, Listed Species, and their Habitats. Provide results of any wildlife assessments that have been conducted on the project site and provide any comments, biological opinions, formal or informal consultation decisions, or recommended actions you have received pertaining to the project from the Florida Fish and Wildlife Conservation Commission, the U.S. Fish and Wildlife Service, and the National Marine Fisheries Service. (*Refer to AH I Section 10.2.2*).

The project is not anticipated to create a substantial impact to fish, wildlife, listed species, or their habitats.

3. Water quantity impacts to wetlands and other surface waters (*Refer to AH I Section 10.2.2.4 and AH II*).

   a. Does the activity include a proposed surface water management system with a control elevation different than the wetland normal pool elevation(s) of existing or proposed created wetlands or other surface waters?

No

   b. If yes to (a), provide documentation (e.g. drawdown assessment or other methods) that shows the proposed surface water management system will not change the hydroperiod of the existing or created wetland or other surface water.

4. Public Interest Test. Please describe how the proposed activity will ***not be contrary*** to the public interest, OR if such an activity significantly degrades or is located within an Outstanding Florida Water (OFW), that the regulated activity will be ***clearly in*** the public interest (*Refer to AH I Section 10.2.3*).

   a. Please describe how the project will be designed to avoid adverse effects to public health, safety, or the welfare or the property of others.

   Installation of the berm and stormwater infrastructure will improve the quality of public health and safety. The welfare and property of the public will be protected with the infrastructure improvements. City-owned essential services such as fire, EMS, and police will also be protected with the stormwater improvements, further benefiting the welfare and property of the public, even beyond the boundary of the improvement project area.

   b. Please describe how the project will be designed to avoid adverse effects to the conservation of fish and wildlife, including endangered or threatened species, or their habitats.

   The project is not anticipated to create a substantial impact to fish, wildlife, listed species, or their habitats.

   c. Please describe how the project will be designed to avoid adverse effects to navigation or the flow of water or cause harmful erosion or shoaling.

   Project will not impact navigable waters. The pump station is designed to allow the discharge of water under normal storm events consistent with the existing ERP (without use of the pump). The pump station will only engage under more aggressive flooding events. It is anticipated that the tailwater elevation will be above the pump station discharge, and therefore erosion impacts will be negligible, at all times when the pump station is operating.

   d. Please describe how the project will be designed to avoid adverse effects to the fishing or recreational values or marine productivity in the vicinity of the activity.

   Installation of the berm will occur behind City-owned facilities that are currently not accessible to the public for fishing or recreational purposes. Installation of the berm will have no impact on access to the trail west of Wickline Park which is popular for local recreation. Construction will occur further than 100 feet from productive marine habitat and will not create an adverse impact on the ecosystem.

   e. Will the project be of a temporary or permanent nature?

   Improvements will be permanent.

   f. Please describe how the project will be designed to avoid adverse impacts to significant historical and archaeological resources, under the provisions of section 267.061, F.S.

   The project does not propose impact to any known historical or archaeological resources.

g. Please describe how the project will be designed to avoid adverse effects to the current condition and relative value of functions being performed by areas affected by the proposed regulated activity.

The project is not anticipated to have an adverse impact on the functional value of existing conditions. The improvements proposed will improve the upstream protected area.

5.Water Quality.

Provide a description of how water quality will be maintained in wetlands and other surface waters that will be preserved or will remain undisturbed, both on and offsite. Please address both short-term (such as during construction) and long-term water quality considerations (*Refer to AH I Section 10.2.4*).

No degradation in water quality is expected by maintaining and/or expanding storage and treatment areas consistent with the existing ERP. It is not anticipated for the project to impact water quality in the receiving waters.

5. Class II Waters; Waters approved for shellfish harvesting *(Refer to AH I Section 10.2.5)*.

a. Will the project occur in Class II that are NOT approved for shellfish harvesting? If yes, please provide a plan or procedure detailing the measures to be taken to meet the requirements of *AH I Section 10.2.5(a)*.

No

b. Is the project located adjacent to or in close proximity to Class II waters? If yes, please provide a plan or procedure detailing the measures to be taken to meet the requirements of *AH I Section 10.2.5(b)*.

No

c. Is the project located in Class II or Class III waters that are classified as “approved”, “restricted”, “conditionally approved”, or “conditionally restricted”? If yes, demonstrate that the project meets the requirements of *AH I Section 10.2.5(c)*.

No

6. Vertical seawalls. Are vertical seawalls proposed in an estuary or lagoon as part of the project? If yes, please describe how the project meets the requirements of *AH I Section 10.2.6*.

No

7. Secondary Impacts (*AH I Section 10.2.7*).

   a. Will an upland buffer, with a minimum width of 15' and an average width of 25', be provided between the proposed activities and existing wetlands or wetlands to be preserved, enhanced, restored, or created? Provide the location and dimension of all buffers on the plans. If not, demonstrate that secondary impacts will not occur or describe how they will be offset.

There are no wetlands being impacted. The remaining un-impacted portions of the surface waters should provide the minimum 15', average width 25' buffer from the off-site wetlands.

   b. If listed species are present or may be present, then coordination with wildlife agencies is needed. Have you coordinated with the FFWCC and/or USFWS? If so, please provide correspondence from the wildlife agencies indicating concurrence with the species management plan(s).

Listed species are not known to be present in the project area. If listed species habitat is identified during construction, additional coordination with FFWCC or USFWS will be needed before proceeding.

   c. What measures will be taken to avoid impacts to wetland-dependent wildlife and/or listed species that use uplands for nesting or denning?

Listed species are not known to be present in the project area. If listed species habitat is identified during construction, additional coordination with FFWCC or USFWS will be needed before proceeding.

   d. Describe whether there are any other relevant activities that are very closely linked and causally related to any proposed dredging or filling in wetlands or other surface waters that have the potential to cause impacts to significant historical and archaeological resources.

The project is not anticipated to cause impacts to significant historical and archaeological resources. There are no known historical or archaeological resources in the project area.

   e. Are there additional future phases or extensions of the proposed activities that are not shown? If yes, please describe.

No

8. Cumulative Impacts. Is the proposed mitigation located within the same drainage basin (*Refer to AH I Figures 10.2.8.1 – 10.2.8.5)* as the proposed wetland impacts?

If not, please submit a Cumulative Impact Evaluation in accordance with *AH I Section 10.2.8*.

9. Mitigation Plan (*Refer to AH I Section 10.3*).

a. If a mitigation bank is proposed to offset wetland/other surface water impacts, provide:

i. the name of the bank:[ ]. A letter of reservation from the banker will be required once the application has been evaluated.
ii. If the mitigation bank was assessed using UMAM, provide UMAM worksheets for impact area(s). If the bank was assessed using a method other than UMAM, then prepare the impact assessment using the same method.

b. If mitigation is proposed to offset wetland/other surface water impacts, please provide a mitigation plan that includes, at a minimum, the following:

i. ☐ Proposed mitigation narrative:
(1) ☐ Describe the current and proposed condition for each type of mitigation component (restoration, enhancement, creation, preservation), including:
(a) ☐ Describe current and proposed vegetation
(b) ☐ Describe current and proposed hydrologic conditions for the proposed mitigation.
(c) ☐ Describe the soil types from NRCS maps and confirm if actual soil conditions appear to match.
(2) ☐ Provide details of the proposed construction/mitigation activities including phasing and timing, as appropriate.
(3) ☐ Identify measures that will be implemented during and after construction to avoid adverse impacts related to the proposed activities.
(4) ☐ A mitigation implementation and monitoring schedule with dates.
(5) ☐ Identify the success criteria.
(6) ☐ Describe the anticipated site conditions in and around the mitigation area after the mitigation plan is successfully implemented.
(7) ☐ Provide a comparison of current fish and wildlife habitat to expected habitat after the mitigation plan is successfully implemented.
ii. ☐ Provide a Management Plan that includes, as appropriate, aspects of operation and maintenance, including water management practices, vegetation establishment, exotic and nuisance species control, fire management, and control of access.
iii. ☐ Maps:
(1) ☐ Soil map (include soil names/codes, hydrologic soil groups and hydric soil types).
(2) ☐ Topographic map of the mitigation area and adjacent contributing and receiving areas.
(3) ☐ Hydrologic features map of the mitigation area and adjacent contributing and receiving areas.

(4) ☐ Vegetative communities map (using FLUCCS or other appropriate classification system).
(5) ☐ For all maps, identify source.

iv. Provide the necessary supporting information for the application of sections 62-345.400 - .600 (Uniform Mitigation Assessment Method (UMAM)). To meet this requirement, submittal of UMAM worksheets is acceptable for impact and mitigation areas.

v. If onsite and/or offsite applicant-responsible mitigation is proposed, submit a draft Conservation Easement document or other form of restrictive covenant that provides for protection of the mitigation area in perpetuity. Standard forms, as described in subsection 62-330.301(6), F.A.C., are available from the Agency or on its website.

vi. If onsite and/or offsite applicant-responsible mitigation is proposed, submit a cost estimate for completing the mitigation, including monitoring and maintenance.

vii. If onsite and/or offsite applicant-responsible mitigation is proposed and the proposed mitigation exceeds $25,000, please provide a draft financial assurance document. Standard forms, as described in subsection 62-330.301(5), F.A.C., are available from the agency or on its website.

viii. Identify the entity responsible for monitoring, maintenance, and long-term stewardship of the mitigation area (i.e. the landowner or homeowner association, not the consultant or contractor that will do the work).

Note: If your project is in retained waters, it is highly recommended that you coordinate the design of any mitigation plan that also may be required for the Corps permit to meet the requirements of both permits. Pre-application meetings with both the applicable Agency and the Corps can help you to choose a mitigation option that is acceptable to both the applicable Agency and the Corps.

Part 3: Plans

Plans: The information listed in the checklist below represents the typical information required on the submitted project plans. The Plans checklists in each application section are cumulative unless otherwise noted. Separate plans for each application section are not required.

1. ■ Include the following on the construction plans and cross sections:

   a. ■ An Existing Conditions sheet showing the entire project and wetland/other surface water boundaries. Include the following: Acreage and type (herbaceous, forested or other surface water) of each wetland/other surface water.
   b. ■ A Proposed Conditions sheet showing the entire project and wetland/other surface water boundaries with construction plan overlay.
   c. ■ A Proposed Wetland Impact sheet that includes the following:
      i. ■ Acreage and type (herbaceous, forested, or other surface water) of each wetland/other surface water to be impacted.
      ii. ■ Proposed upland buffers with dimensions.
      iii. ■ Identify the seasonal high water and wetland normal pool elevations on the plans.
   d. ■ Include wetland boundaries on all construction plan sheets.

2. ☐ If onsite and/or offsite applicant-responsible mitigation is proposed, submit mitigation plans and cross sections including, at a minimum:

   a. ☐ existing conditions plan sheet identifying upland and wetland communities and acreage of each, topography, drainage patterns, and location of cross-section detail.
   b. ☐ proposed conditions plan sheet identifying proposed improvements by type (restoration, enhancement, creation, preservation), acreage of each, topography, drainage patterns, and location of cross-section detail.
   c. ☐ monitoring plan sheet including proposed improvements, monitoring transects, photostations, and mitigation signage (if applicable).
   d. ☐ cross-section and/or profile detail(s) sheet(s) including representative section of each type of mitigation component. Include existing and proposed conditions and representative elevations.
   e. ☐ planting schedule, plant species including common and scientific names divided into three sections (canopy, shrub, herbaceous) by mitigation component, quantity, spacing, size, and elevation range.

Table 1 - Project Wetland (WI) And Other Surface Water (SW) And Impact Summary

WL & SW ID	UMAM ASSESSMENT AREA NAME(S)	WL & SW TYPE	WL & SW SIZE (acres)	WL & SW NOT IMPACTED (acres)	TEMPORARY WL &SW IMPACT SIZE (acres)	TEMPORARY WL & SW IMPACT TYPE	PERMANENT WL &SW IMPACT SIZE (acres)	PERMANENT WL & SW IMPACT TYPE	MITIGATION ID
SW		E2FO3	0.35	0			0.35	F	
PROJECT TOTALS:									

Comments: Propose to fill 0.35 ac of upland surface waters adjacent to the Matanzas River

Codes (multiple entries per cell not allowed):

- Wetland & Surface Water ID: Include ID on submitted wetland and surface water impact maps
- Wetland Type: from an established wetland classification system
- Impact Type: D=dredge; F=fill; H=change hydrology; S=shading; C=clearing; O=other

Table 2 - Project On-Site Mitigation Summary

MITIGATION ID	UMAM ASSESSMENT AREA NAME(S)	TARGET TYPE	CREATION AREA (acres)	RESTORATION AREA (acres)	ENHANCEMENT AREA (acres)	WETLANDS PRESERVE AREA (acres)	UPLAND PRESERVE AREA (acres)	OTHER AREA (acres)
PROJECT TOTALS:								

COMMENTS:

Codes (multiple entries per cell not allowed):

- Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Table 3 - Project Off-Site Mitigation Summary

MITIGATION ID	UMAM ASSESSMENT AREA NAME(S)	TARGET TYPE	CREATION AREA (acres)	RESTORATION AREA (acres)	ENHANCEMENT AREA (acres)	WETLANDS PRESERVE AREA (acres)	UPLAND PRESERVE AREA (acres)	OTHER AREA (acres)
PROJECT TOTALS:								

COMMENTS:

Codes (multiple entries per cell not allowed):

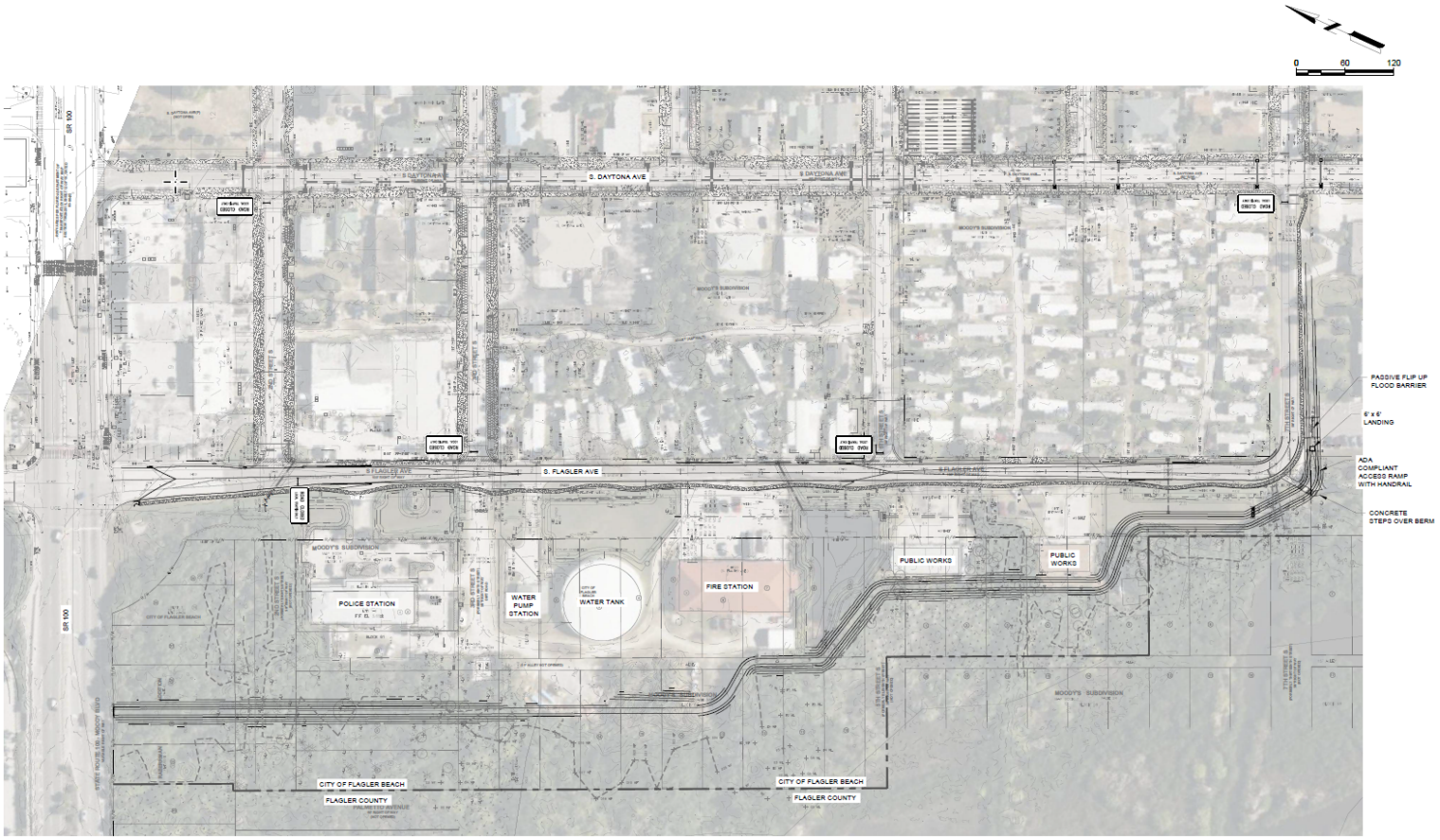
- Target Type or Type=target or existing habitat type from an established wetland classification system or land use classification for non-wetland mitigation

Table 4 - Shoreline Stabilization

Stabilization	Linear Ft. New	Linear Ft. Replaced	Linear Ft. Repaired	Linear Ft. Removed	Slope H: V:	Toe Width (Ft.)
Natural Vegetation (living shoreline)					**N/A**	**N/A**
Rip Rap + Vegetation						
Rip Rap						
Seawall + Rip Rap						
Vertical Seawall						
Other Shoreline Stabilization Type						

Size of Rip Rap

Type of Rip Rap


0
60
120
S. DAYTONA AVE
S. FLAGLER AVE
POLICE STATION
WATER PUMP STATION
WATER TANK
FIRE STATION
PUBLIC WORKS
PUBLIC WORKS
MOODY'S SUBDIVISION
CITY OF FLAGLER BEACH
FLAGLER COUNTY
CITY OF FLAGLER BEACH
FLAGLER COUNTY
SR 100
PASSIVE FLIP UP FLOOD BARRIER
6' x 6' LANDING
ADA COMPLIANT ACCESS RAMP WITH HANDRAIL
CONCRETE STEPS OVER BERM

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	Dale Martin, City Manager
Meeting Date:	December 11, 2025
Item Name:	Resolution 2025-104. A Resolution by the City Commission of the City of Flagler Beach, Florida, authorizing the application and acceptance of a Florida Department of Law Enforcement (FDLE) Grant for the cash advance purchase of four (4) drones in compliance with Rule 60GG-2.0075 of the Florida Administrative Code, total cost of the drones is $100,000, with the grant covering 100% of the cost, and approving Axon Enterprise, Inc. as a sole source vendor; providing for conflict and an effective date.

Background:

Overview

In past sessions, the Florida Legislature amended Section 934.50, Florida Statutes to require governmental entities to only utilize drones meeting the requirements outlined in Rule 60GG-2.0075, Florida Administrative Code. This change required governmental agencies who use drones for various purposes to cease the use of any drone that is not in compliance with the Rule.
During the 2023 Legislative Session, the Florida Department of Law Enforcement appropriated approximately $25 million in nonrecurring funds to implement the Drone Replacement Grant Program. This grant provides funding for the Recipient to acquire drones that are in compliance with Rule 60GG-2.0075, Florida Administrative Code.

Eligibility

From July 15, 2025, through October 14, 2025, FDLE will be accepting applications from:
• law enforcement agencies (LEAs), fire service providers, ambulance crews, or other first responders defined in statute who have NOT received any funding under this program since its inception in FY23-24
• law enforcement agencies (LEAs), fire service providers, ambulance crews, or other first responders defined in statute who are located in Florida's fiscally constrained counties, even if previous funding was received

Pending remaining available funding, FDLE will open the solicitation on October 15, 2025, to all law enforcement agencies (LEAs), fire service providers, ambulance crews, or other first responders defined in statute, including those who received funding in prior years.

What We Were Awarded

Officer Jones applied for this grant as the City of Flagler Beach and requested funding for 4 drones at $25,000 each. They awarded us all 4 drones and approved $100,000 towards the purchase of those drones. Attached is the vendor quote for the drones and this will be submitted to FDLE with the cash advance option form.

Payment Options

There are two options to receive the award:
1. Cash Advance option where FDLE will provide funds in advance for the purchase of pre-approved drones (this is the option chosen for the city). This option requires submission of a vendor quote, plus a valid Purchase Order for the drones. The agreement states: "The recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone(s). In order to qualify for this method of payment, the recipient must provide a valid, executed purchase order and must be ready to order the compliant drone(s) immediately upon the receipt of advanced funds. The recipient must provide documentation of purchase (invoice) and proof of payment (canceled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the recipient being required to submit a refund to FDLE."
2. Reimbursement of funds: This option allows FDLE to reimburse the city for the funds after they have been purchased. The agreement states: "The recipient may use its own funds to purchase the compliant drone(s) and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (canceled check, bank/card statement, etc.)."

https://www.fdle.state.fl.us/fdle-grants/open-funding-opportunities/drone/fy24-25-drone-1

Equipment the City will be receiving

We currently use a Skydio X2E drone. Skydio is one of the companies the US Government has approved for military and government agencies to utilize for drones. This was to eliminate any information or data being sent to China through other drone manufacturers. From Axon Enterprises, Inc, as a sole source vendor, we have requested the Skydio X10 for our new drone, which is an excellent upgrade from the X2E. It flies faster, has better cameras, better collision avoidance, fleet management capability, external speaker, Axon video upload, and in March 2026, they should be releasing a payload drop option for purchase.

The first drone we had came with a speaker so we could fly the drone out to boats on the water who were called in as being in distress and verify if they needed Coast Guard assistance. Using a speaker also allows us to give commands to a suspect or subject if needed. Our first drone also had the capability to drop a life preserver to a swimmer in need of rescue due to riptides, exhaustion, or other medical emergencies. However, our first drone was made by a company that is no longer authorized for government use. Then we purchased the Skydio X2E but it did not have the speaker or payload capability. Now with the X10, we will have a speaker and next year they should be releasing the payload capability as an add-on. This will allow us to utilize the drone for enhanced rescue support.
Here is where more information is available about the Skydio
X10: https://www.skydio.com/x10

Fiscal Impact:
Funding for this expense will come from the Capital Fund. Grant funds have been received, and also recorded in the Capital Fund.

Staff Recommendation:
Recommend approval of the grant and purchase order and authorize Mayor to sign.

Attachments:
1. 2025-104 w exhibit

RESOLUTION 2025-104

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING THE APPLICATION AND ACCEPTANCE OF A FLORIDA DEPARTMENT OF LAW ENFORCEMENT (FDLE) GRANT FOR THE CASH ADVANCE PURCHASE OF FOUR (4) DRONES IN COMPLIANCE WITH RULE 60GG-2.0075 OF THE FLORIDA ADMINISTRATIVE CODE, TOTAL COST OF THE DRONES IS $100,000, WITH THE GRANT COVERING 100% OF THE COST, AND APPROVING AXON ENTERPRISE, INC. AS A SOLE SOURCE VENDOR; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature amended Section 934.50, Florida Statutes to require governmental entities to only utilize drones meeting the requirements outlined in Rule 60GG-2.0075, Florida Administrative Code. This change required governmental agencies who use drones for various purposes to cease the use of any drone that is not in compliance with the Rule.; and,

WHEREAS, the Florida Department of Law Enforcement appropriated approximately $25 million in nonrecurring funds to implement the Drone Replacement Grant Program. This grant provides funding for Agencies to acquire drones that are in compliance with Rule 60GG-2.0075, Florida Administrative Code; and

WHEREAS, the City applied and was awarded funding for four (4) drones ($25,000 each) to be utilized by the Police and Fire Departments; and

WHEREAS, adoption of Resolution 2025-104 approves the sole source vendor designation for Axon Enterprise, Inc, for the purchase of the compliant drones.

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

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

SECTION 2. The Commission approves the application and award of the FDLE Grant, and approves Axon Enterprise, Inc. as the sole source vendor for the purchase.

SECTION 4. All resolutions and parts of resolution in conflict with this resolution are hereby repealed.

SECTION 5. 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 6. This Resolution shall become effective upon execution.

Upon motion duly made and carried, the foregoing Resolution was accepted by the City Commission of the City of Flagler Beach this 11TH day of December 2025.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST

PATTI KING, MAYOR

PENNY OVERSTREET, CITY CLERK

State Financial Assistance
Drone Replacement Program
Compliant Drone Cash Advance Request (Option 2)

Award #: 3X268 **Request #:** CA01

Recipient: City of Flagler Beach

INSTRUCTIONS: Recipients are required to use the funds to purchase a drone that is in compliance with Rule 60GG-2.0075, Florida Administrative Code. In order to receive an advance for the relinquished drone, the Recipient must complete the following information for the compliant drone(s) to be purchased.

Manufacturer and Model	Quantity	Unit Price	Shipping/Tax	Purchase Order #	Total
Skydio X10	4	$ 25,000.00	$ 0.00	Q-758861-45951KG	$ 100,000.00
					$ 0.00
					$ 0.00
					$ 0.00
				Total:	**$ 100,000.00**

By signing below I certify the drones above are compliant with all provisions outline in Rule 60GG-2.0075, Florida Administrative Code.

I acknowledge my agency must provide proof of purchase documentation (invoice, cancelled check/card statements) for the drones above within 45 days from the receipt of the advanced funds. Failure to do so will result in a refund to FDLE in the amount of the approved cash advance.

I also certify the following documents are attached to document the purchase of each drone listed above:

☑ Valid, Current Purchase Order

☑ Vendor Quote

X _____
Chief Official Signature

Mayor
Title

10/30/2025
Date

******FDLE USE ONLY: This section is completed after Cash Advance is approved and paid******

Date Cash Advance Paid:_____ Deadline for Proof of Purchase (45 days):_____

The following documentation was provided by the Recipient on _____ to reconcile this cash advance:

☐ Invoice

☐ Proof of Payment (cancelled check, bank/card statement, etc.)

I certify the Recipient provided all documentation to reconcile their advanced funds for the Drone Replacement Program.

_____ _____
SFA GAII Signature Date

_____ _____
OCJG Authorized Official Date

Award #:
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Flagler Beach

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, The General Appropriations Act, 2025 Legislature, Section 132, reverted and appropriated the unexpended balance of funds for use in the 2025-2026 fiscal year, and

WHEREAS, Chapter No. 2025-199, Section 55, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient seeks to receive funding to purchase a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances

contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2025-26 Drone Replacement Program

Project Start Date: 07/01/2025 **Project End Date:** 06/30/2026

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to purchase drones that meet the compliance requirements outlined in Rule 60GG-2.0075, Florida Administrative Code.

The Recipient must prepare a Drone Funding Request Form (**Appendix A**) to receive funding under the revised program guidelines in Chapter 2025-199, Section 55, Laws of Florida. This form includes information about the recipient agency and how many drones they anticipate purchasing. The Department will review the request and allocate funding based on the information provided. The Recipient will be awarded funds, not to exceed $25,000 per compliant drone, approved by the Department on the Drone Funding Request Form (**Appendix A**).

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds, not to exceed $25,000 for each compliant drone approved to purchase under this award.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Funding Request Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us; and
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.).

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must

provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Alternate Contact
Name: Tennille Robinette
Title: Research & Planning Administrator
Phone: 850-617-1268
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Bureau of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)
Name: Michael Schoenbrod
Title: Lieutenant
Phone: 386-393-7831
Email: mschoenbrod@fbpd.org

Chief Official
(please print)
Name: Patti King
Title: Mayor
Phone: 386-517-2000
Email: pking@cityofflaglerbeach.com

Financial Contact:
(please print)
Name: Michael Schoenbrod
Title: Lieutenant
Phone: 386-393-7831
Email: mschoenbrod@fbpd.org

Alternate Point-of- Contact
(please print)
Name: Keith Jones
Title: Chief Drone Pilot
Phone: 321-228-6494
Email: kjones@fbpd.org

Recipient's Vendor ID (FEID/EIN): 59-6002308

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: Officer Keith Jones
Address 1: P.O. Box 36
Address 2:
City, State, Zip: Flagler Beach, Florida, 32136

Award #:
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Flagler Beach

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: P King Date: Oct 15 2025

Printed Name and Title: Patti King, Mayor

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #:
CSFA: 71.092

Appendix A – Drone Funding Request Form

Recipient: City of Flagler Beach **County:** Flagler

1. Recipient Type (select all that apply):

   - [✓] New Recipient (no funds received under this program)
   - [ ] Located in a fiscally constrained county
   - [ ] None of the above

2. How many drone pilots do you currently have on staff? 4

3. How many additional pilots are you seeking to train/certify? 3

4. How many compliant drones do you currently have in your fleet? 1

5. How many additional drones are you seeking with these funds? 4

   Based on your request, you are seeking an award amount of $ 100,000.00
   (max reimbursement of $25,000 per drone)

   Provide any additional information we should consider when reviewing this request.

   Flagler Beach is a coastal beach community that offers free, unincumbered access to our beach that serves all of Flagler County (over 134,744 residents). The City of Flagler Beach seeks to integrate more drones to enhance public safety, environmental monitoring, and disaster response. As a coastal community facing frequent hurricanes, tidal flooding, and shoreline erosion, the City of Flagler Beach can utilize drones for pre and post evaluation and damage assessment. Drones will strengthen the city's ability to protect its residents, preserve its natural resources, and respond swiftly in times of crisis. Whether its a in progress crime, fire, or trying to search for an Alzheimer's or Autistic person, having more drones allow quicker response times. Drones are our first line of help in the sky since our county does not have a full-time helicopter available for Fire or Police response

By signing below, I am submitting the request to receive funding in accordance with the revised Drone Replacement Program guidelines cited above.

Signature: P King **Date:** Oct 15 2025

Name/Title: Patti King/Mayor

****** FDLE BUREAU OF CRIMINAL JUSTICE GRANTS ONLY ******

The Recipient may purchase _____ drones and receive reimbursement of up to $25,000 each, not to exceed the award amount of: _____

_____ _____
Authorized Official Date

Appendix B – FY2025-26 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Bureau of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Bureau of Criminal Justice Grants. The report must include 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. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency 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 Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. 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 Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., 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 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-758861-45951KG

Issued: 10/21/2025

Quote Expiration: 10/31/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 472299

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Flagler Beach Police Dept. - FL 204 S Flagler Ave Flagler Beach, FL 32136-3736 USA	Flagler Beach Police Dept. - FL PO Box 70 Flagler Beach FL 32136-0070 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kathryn Geen Phone: 5856985027 Email: kgeen@axon.com Fax:	Lance Blanchette Phone: 386-517-2039 Email: lblanchette@fbpd.org Fax: (386) 517-2022

Quote Summary

Program Length	12 Months
TOTAL COST	$100,000.00
ESTIMATED TOTAL W/ TAX	$100,000.00

Discount Summary

Average Savings Per Year	$3,003.84
TOTAL SAVINGS	$3,003.84

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$100,000.00	$0.00	$100,000.00
Total	**$100,000.00**	**$0.00**	**$100,000.00**

Quote Unbundled Price:	$103,003.84
Quote List Price:	$103,003.84
Quote Subtotal:	$100,000.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
100435	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	2			$369.00	$117.08	$234.16	$0.00	$234.16
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2			$265.00	$265.00	$530.00	$0.00	$530.00
101211	AXON AIR - SKYDIO SPEAKER FOR X10	4			$320.00	$320.00	$1,280.00	$0.00	$1,280.00
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	4			$2,800.00	$2,800.00	$11,200.00	$0.00	$11,200.00
101637	AXON AIR - SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM IR NA VT300Z	4			$16,846.00	$16,846.00	$67,384.00	$0.00	$67,384.00
A la Carte Software									
101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	4	12		$10.00	$10.00	$480.00	$0.00	$480.00
101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	4	12		$108.33	$108.33	$5,199.84	$0.00	$5,199.84
A la Carte Services									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			$2,500.00	$0.00	$0.00	$0.00	$0.00
101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	1	12		$25.00	$25.00	$300.00	$0.00	$300.00
A la Carte Warranties									
101539	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	4			$3,348.00	$3,348.00	$13,392.00	$0.00	$13,392.00
Total							$100,000.00	$0.00	$100,000.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100435	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	2	1	01/01/2026
A la Carte	101211	AXON AIR - SKYDIO SPEAKER FOR X10	4	1	01/01/2026
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	1	01/01/2026
A la Carte	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	4	1	01/01/2026
A la Carte	101637	AXON AIR - SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM IR NA VT300Z	4	1	01/01/2026

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	4	02/01/2026	01/31/2027
A la Carte	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	4	02/01/2026	01/31/2027

Services

Bundle	Item	Description	QTY
A la Carte	101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	1
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101539	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	4		

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	204 S Flagler Ave	Flagler Beach	FL	32136-3736	USA

Payment Details

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Payment	100435	AXON AIR - SKYDIO BATTERY - X10 ADVANCED RESERVATION	2	$234.16	$0.00	$234.16
Upfront Payment	101168	AXON AIR - SKYDIO FLEET MANAGER FOR X10	4	$480.00	$0.00	$480.00
Upfront Payment	101211	AXON AIR - SKYDIO SPEAKER FOR X10	4	$1,280.00	$0.00	$1,280.00
Upfront Payment	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	$530.00	$0.00	$530.00
Upfront Payment	101233	AXON AIR - SKYDIO ACADEMY ONLINE - ALL ACCESS	1	$300.00	$0.00	$300.00
Upfront Payment	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	4	$11,200.00	$0.00	$11,200.00
Upfront Payment	101539	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 1YR	4	$13,392.00	$0.00	$13,392.00
Upfront Payment	101637	AXON AIR - SKYDIO X10 RDY KIT 2.45 5GLTERDY SIM IR NA VT300Z	4	$67,384.00	$0.00	$67,384.00
Upfront Payment	101974	AXON AIR - SKYDIO X10 CNCT RANGE EXTND WPS ELIGBL (TMOBILE)	4	$5,199.84	$0.00	$5,199.84
Upfront Payment	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	$0.00	$0.00	$0.00
Total				**$100,000.00**	**$0.00**	**$100,000.00**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

x

Signature

Oct. 30 2025

Date Signed

10/21/2025

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	December 11, 2025
Item Name:	Ordinance 2025- 28. An Ordinance of the City of Flagler Beach, Florida, approving the sale of property known as the Ocean Palm Golf Course which is located at 3600 South Central Avenue and providing for an effective date (Second [Final] Reading).

Background:

The City Commission authorized the City Manager to sign a Letter of Intent on Jul 10, 2025, for the proposed purchase/sale of the City's Ocean Palm Golf Course. The City Commission accepted a proposed Purchase and Sale Agreement on Oct 9, 2025. In accordance with the terms of the Purchase and Sale Agreement, $40,000 was deposited into an escrow account by the Purchaser on Oct 28, 2025.

The City Commission approved Ordinance 2025-28 on first reading on November 13, 2025.

To complete the purchase/sale of the Ocean Palms Golf Course requires an Ordinance. This evening is the scheduled Second (Final) Reading of the proposed Ordinance.

If adopted, the closing must be completed within thirty days. Following the successful closing, the Buyer must satisfy the additional following conditions within ninety days:

- Title and Survey Review
- Feasilbility and Inspections
- Financing (for acquisition and redevelopment)

Fiscal Impact:

The proposed purchase/sale price is $801,333.

Staff Recommendation:

Staff recommends approval of Ordinance 2025-28 (Second [Final] Reading).

Attachments:

1. 2025-28 Golf Course
2. Signed Agreement FULLY EXECUTED (10-22-2025)
3. Bank of America _ Online Banking _ Transfer Submitted_Redacted
4. 2025-28 Affidavit
5. BIS 2025-28- Golf Course

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE SALE OF PROPERTY KNOWN AS THE OCEAN PALM GOLF COURSE WHICH IS LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of real property more particularly described as set forth herein in Attachment "A" (the "Subject Property"); and

WHEREAS, the City and Ocean Palms Golf Club, LLC have negotiated terms for the sale of the Subject Property as set forth in the Purchase and Sale Agreement attached hereto as Attachment "B" (the "Purchase and Sale Agreement"); and

WHEREAS, one of the terms negotiated by the parties is a deed restriction on the use of the Subject Property restricting its use exclusively to use as a golf course open to the public; said deed restriction is set forth in full in the Special Warranty Deed attached to the Purchase and Sale Agreement as Exhibit "B" (the "Deed Restriction"); and

WHEREAS, the parties to the transaction understand and acknowledge that the Deed Restriction shall follow the land and be binding on all heirs, successors, and assigns of Ocean Palms Golf Club, LLC; and

WHEREAS, the parties to the transaction agree and understand that the Deed Restriction is a material condition to the City in agreeing to the sale of the Subject Property and, further, that said restriction shall be referenced and restated in any future development orders related to the Subject Property to ensure that activities on the Subject Property remain consistent with the Deed Restriction; and

WHEREAS, Ocean Palms Golf Club, LLC has also agreed to record a Declaration of Restrictive Covenants and Easements setting forth additional restrictions and requirements related to the use and operation of the Subject Property as well easements granted to the City for maintenance and use of those portions of the Subject Property used for stormwater retention; said Declaration of Restrictive Covenants and Easements is attached to the Purchase and Sale Agreement as Exhibit "C;" and

WHEREAS, the City Commission finds that the sale of the Subject Property upon the negotiated terms serves a valid public purpose and is in the best interest of the City of Flagler Beach; and

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Special Warranty Deed attached hereto as Exhibit "C" is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby

authorized to execute same and take other such actions as necessary to close on the sale of the Subject Property.

SECTION 2. The City is authorized to take all steps necessary to ensure the continued application of the Deed Restriction to the Subject Property, including referencing such Deed Restriction in any future approvals or authorizations related to the restoration of a golf course on the Subject Property.

SECTION 3. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS _____ DAY OF _____, 2025.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

_____
Patti King, Mayor

ATTEST:

_____
Penny Overstreet, City Clerk

Docusign Envelope ID: E5BCCB70-05D5-4E0D-AA95-291C669106D9

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of this 22nd day of October, 2025 (the "Effective Date"), by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation ("Seller" or "City"), and **OCEAN PALMS GOLF CLUB, LLC**, a Florida limited liability company ("Buyer" or "OPGC").

RECITALS

A. Seller is the owner of that certain real property located at 3600 S. Central Ave., Flagler Beach, Florida 32136, comprising approximately 36.88 acres, identified by Flagler County Tax Parcel ID Numbers 29-12-32-0000-01010-0000 and 29-12-32-0000-01010-0010, and more particularly described in the attached **EXHIBIT A** (the "Land").

B. The Land, together with all existing buildings, improvements, fixtures, equipment, liquor licenses, water rights, mineral rights, and other appurtenant rights and assets located thereon (collectively, the "Property"), is commonly known as the Ocean Palms Golf Course.

C. Buyer desires to purchase the Property from Seller, and Seller desires to sell the Property to Buyer, all upon the terms and conditions set forth in this Agreement, which are based upon that certain Letter of Intent executed between the parties dated July 10, 2025 (the "LOI").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PURCHASE AND SALE. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, the Property, subject to the terms and conditions of this Agreement.

2. PURCHASE PRICE AND DEPOSIT.

   a. Purchase Price. The total purchase price for the Property shall be **Eight Hundred One Thousand Three Hundred Thirty-Three and 00/100 Dollars ($801,333.00)** (the "Purchase Price").

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b. Earnest Money Deposit.

i. Within five (5) business days after the Effective Date, Buyer shall deposit the sum of **Forty Thousand and 00/100 Dollars ($40,000.00)** (the "Initial Deposit") with **Coast Title Insurance Agency, Inc.** ("Escrow Agent"). The Initial Deposit and any Extension Deposits (as defined below) are collectively referred to as the "Deposit".

ii. The Deposit shall be non-refundable to Buyer except in the event of Seller's default or the failure of a Contingency as expressly provided herein. The Deposit shall be applied as a credit against the Purchase Price at Closing.

3. CONTINGENCIES.

a. City's obligation to sell the Property is contingent upon the consideration and approval by the City Commission of an ordinance, in accordance with Section 2.10 of the City Charter, authorizing the conveyance of the land. If the City does not adopt such ordinance within sixty (60) days of the Effective Date, this Agreement shall be terminated and the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

b. Buyer's obligation to purchase the Property is contingent upon the satisfaction or written waiver by Buyer of the following conditions (the "Contingencies") within ninety (90) days from the adoption of the ordinance authorizing conveyance contemplated above (the "Contingency Period"):

i. Title and Survey Review. Buyer's review and approval, in its sole discretion, of a title insurance commitment and a survey of the Property, showing that Seller can deliver good, marketable, and insurable title subject only to Permitted Exceptions (as defined in Section 4).

ii. Feasibility and Inspections. Buyer's satisfactory completion of all feasibility studies, environmental assessments (including Phase I and Phase II Environmental Site Assessments), soil tests, engineering studies, and physical inspections of the Property as Buyer deems necessary.

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iii. Financing. Buyer securing financing for the acquisition and redevelopment of the Property on terms and conditions acceptable to Buyer in its sole discretion.

c. Extension of Contingency Period. Buyer shall have the right to extend the Contingency Period for up to three (3) additional, consecutive thirty (30) day periods by providing written notice to Seller and depositing an additional **One Thousand and 00/100 Dollars ($1,000.00)** for each such extension (each, an "Extension Deposit") with the Escrow Agent prior to the expiration of the then-current Contingency Period.

d. Termination. If Buyer is not satisfied with the results of its due diligence for any reason, or if any Contingency is not satisfied or waived before the expiration of the Contingency Period (as it may be extended), Buyer may terminate this Agreement by providing written notice to Seller and Escrow Agent. Upon such termination, the Escrow Agent shall immediately return the entire Deposit to Buyer, and neither party shall have any further rights or obligations hereunder, except for those that expressly survive termination.

4. TITLE AND SURVEY.

a. Title Commitment. Within fifteen (15) days of the Effective Date, Buyer shall order a title insurance commitment (the "Title Commitment") for an owner's policy of title insurance, issued by a title company of Buyer's choice, together with legible copies of all recorded documents creating exceptions to title.

b. Survey. Buyer may, at its expense, obtain an ALTA/NSPS Land Title Survey of the Property (the "Survey").

c. Title Review and Cure. Buyer shall have until the end of the Contingency Period to review the Title Commitment and Survey and to notify Seller in writing of any objections. Any matters not objected to shall be deemed "Permitted Exceptions." Seller shall have thirty (30) days after receipt of Buyer's objections to cure them. If Seller is unable or unwilling to cure the objections, Buyer may either (i) terminate this Agreement, in which case the Deposit shall be returned to Buyer, or (ii) waive the objections and proceed to

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Closing.

5. PROPERTY USE AND RESTRICTIONS.

a. Deed Restriction. The deed conveying the Property from Seller to Buyer shall contain a restriction limiting the use of the Property to a golf course, a golf clubhouse, a clubhouse restaurant, and related golf and recreational uses as further described in the site plans attached to the LOI (the "Deed Restriction"). The Deed Restriction shall be terminable only by the unanimous consent of the City Commission of the City of Flagler Beach. The form of the deed and Deed Restriction is attached hereto as **EXHIBIT B**.

b. Declaration of Restrictive Covenants and Easements. The Property shall be subject to a Declaration of Restrictive Covenants and Easements (the "Declaration"), the form of which is attached hereto as **EXHIBIT C**. The Declaration shall, among other things, (i) establish certain development and operational benchmarks to be met by Buyer, and (ii) grant perpetual drainage easements to the City over the Property consistent with St. Johns River Water Management District Permit #81813-6 and to preserve existing drainage patterns.

6. CLOSING.

a. Closing Date. The closing of this transaction (the "Closing") shall occur within thirty (30) days following the satisfaction or waiver of all Contingencies.

b. Seller's Deliveries. At Closing, Seller shall deliver to Buyer:

i. A Special Warranty Deed, in the form of **EXHIBIT B**, executed and acknowledged by Seller.

ii. The Declaration, in the form of **EXHIBIT C**, executed and acknowledged by Seller.

iii. A standard owner's and non-foreign seller's affidavit.

iv. A bill of sale for all personal property included in the sale.

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v. Such other documents as may be reasonably required to consummate the transaction.

c. Buyer's Deliveries. At Closing, Buyer shall deliver:

i. The balance of the Purchase Price, subject to prorations and adjustments.

ii. The Declaration, in the form of **EXHIBIT C**, executed and acknowledged by Buyer.

iii. Such other documents as may be reasonably required to consummate the transaction.

d. Closing Costs and Prorations.

i. Seller shall pay for documentary stamp taxes on the deed.

ii. Buyer shall pay the cost of the title insurance policy and the cost of recording the deed and Declaration.

iii. Real estate taxes, assessments, and utilities shall be prorated as of the date of Closing.

iv. Each party shall pay its own attorneys' fees.

7. REPRESENTATIONS AND WARRANTIES.

a. Seller's Representations. Seller represents and warrants that it has the full right, power, and authority to enter into this Agreement and to sell the Property, and that there are no pending or threatened actions, suits, or proceedings affecting the Property.

b. Buyer's Representations. Buyer represents and warrants that it is a duly organized limited liability company in good standing in the State of Florida and has the full right, power, and authority to enter into this Agreement.

8. DEFAULT.

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a. Seller's Default. If Seller defaults, Buyer may, as its sole remedies, either (i) terminate this Agreement and receive a full refund of the Deposit, or (ii) seek specific performance of this Agreement.

b. Buyer's Default. If Buyer defaults, Seller's sole and exclusive remedy shall be to terminate this Agreement and retain the Deposit as full liquidated damages.

9. MISCELLANEOUS.

a. Assignment. This Agreement and all of the rights and obligations of the parties hereunder may not be assigned, delegated, transferred, or otherwise encumbered by either the Seller or the Buyer, in whole or in part, without the prior written consent of the other party. Such consent may be withheld in the sole discretion of the non-consenting party for any reason, and the withholding of consent shall not be deemed a breach of this Agreement. Any attempted assignment without the required written consent shall be null and void and shall constitute a material breach, giving the non-consenting party the right to terminate this Agreement and pursue any other remedies available at law or in equity.

b. Notices. All notices shall be in writing and sent by certified mail, reputable overnight courier, or email to the addresses set forth in the LOI.

c. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action shall be in Flagler County, Florida.

d. Entire Agreement. This Agreement contains the entire understanding of the parties and supersedes all prior agreements and understandings, including the LOI (which shall have no further force or effect, except as a reference for the parties' intent).

Docusign Envelope ID: E5BCCB70-05D5-4E0D-AA95-291C669106D9

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:
CITY OF FLAGLER BEACH
A Florida municipal corporation

By: _____

Name: Patti King

Title: Mayor

Date: 10/21/2025

BUYER:
OCEAN PALMS GOLF CLUB, LLC

By: DocuSigned by: Tanuj Seoni 99A6EE82400B4B2...

Name: Tanuj Seoni

Title: Manager

Date: 10/22/2025

By: DocuSigned by: Jeffrey W. Ryan 9D2341D2D8E54C1...

Name: Jeffrey W. Ryan

Title: Manager

Date: 10/22/2025

CITY OF FLAGLER BEACH SEAL

EXHIBIT A

Legal Description of the Property

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS

WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT B
Form of Special Warranty Deed with Deed Restrictions

Prepared By/Return To:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

Property Appraiser's Parcel Identification Numbers:
29-12-32-0000-01010-0000
29-12-32-0000-01010-0010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ____ day of _____, 2025 by and between the **CITY OF FLAGLER BEACH**, a Florida municipal corporation, whose post office address is P.O. Box 70, Flagler Beach, FL 32136 ("Grantor") and **OCEAN PALMS GOLF CLUB LLC**, a Florida limited liability company, whose post office address is 12 Bishop Lane, Palm Coast, FL 32137 ("Grantee").

(Wherever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten and 00/100 Dollar ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Flagler County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A" ("Property")

SUBJECT TO the following deed restriction: Grantee acknowledges that Grantor is conveying the Property to Grantee for use exclusively as a golf course open to the general public. The parties acknowledge and agree that Grantee may also operate on the Property as a golf clubhouse, a clubhouse restaurant, related golf recreational uses and event, and uses and events that are consistent with uses common for a golf course and golf clubhouse in the State of Florida (the "Golf Ancillary Uses"). The Property shall not be used for any other purpose not contemplated herein. If at any time the Property shall cease to be used as a golf course open to the general public or if at any time the Property shall be used in a manner inconsistent with the allowed Golf Ancillary Uses, title to the Property shall revert to the Grantor and the Grantor shall have the right to take all lawful steps to re-enter and repossess the Property. The foregoing restriction can be amended or terminated only by the unanimous consent of the City Commission of the City of Flagler Beach and the consent of the Grantee.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantors.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESSES:

_____

Print Name:_____

Address:

_____

_____

_____

Print Name:_____

Address:

_____

_____

GRANTOR:
City of Flagler Beach
A Florida Municipal Corporation

By:_____

Print Name:_____

Title:_____

105 South 2nd Street | P.O. Box 70
Flagler Beach, FL 32136

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by _____, the _____ of the City of Flagler Beach, a Florida Municipal Corporation, on behalf of the City, who __ is personally known or __ has produced _____ as identification.

_____
NOTARY PUBLIC

EXHIBIT "A"

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THOSE RIGHTS APPURTENANT THERETO AS SET FORTH IN THAT CERTAIN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 649, AT PAGE 897, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

EXHIBIT C
Form of Declaration of Restrictive Covenants and Easements

(On Following Pages)

Prepared By:
Jay W. Livingston, Esq.
Livingston & Sword, P.A.
391 Palm Coast Parkway SW #1
Palm Coast, Florida 32137

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

This Declaration of Restrictive Covenants and Easements (this "Declaration") is made as of this _____ day of _____, 2025, by **OCEAN PALMS GOLF CLUB LLC**, a Florida limited liability company ("Declarant"), in favor of the **CITY OF FLAGLER BEACH**, a Florida municipal corporation (the "City").

RECITALS

A. Declarant is the owner of that certain real property located in Flagler County, Florida, more particularly described in **EXHIBIT A** attached hereto (the "Property").
B. Declarant acquired the Property from the City with the express understanding and agreement that the Property would be redeveloped and operated as a golf course and clubhouse facility for the benefit of the community.
C. A condition of the City's sale of the Property was that Declarant would be legally bound to complete certain redevelopment work within a specified timeframe.
D. Furthermore, a condition of the sale was that the City would be granted perpetual easements over the Property to ensure the continued function of historical and permitted drainage systems.
E. This Declaration is created to impose upon the Property mutually beneficial restrictions, covenants, and easements under a general plan of improvement for the benefit of the City and to ensure the timely redevelopment and proper use of the Property.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, restrictions, and covenants, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on all parties having any right, title, or interest in the Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of the City.

ARTICLE 1
REDEVELOPMENT COVENANTS

1. **Redevelopment Obligation.** Declarant shall, at its sole cost and expense, undertake and complete the redevelopment and improvement of the Property in substantial accordance with the conceptual plans attached hereto as **EXHIBIT B** (the "Conceptual Plans"). The work to be performed is generally described as the renovation of the golf course, the construction of a new clubhouse, and the commencement of full operations (collectively, the "Redevelopment Work").
2. **Redevelopment Benchmarks and Deadlines.** Declarant shall complete the Redevelopment Work in accordance with the following benchmarks and deadlines:
    a. **Benchmark 1: Golf Course Renovation.** Declarant shall complete the renovation of the golf course, including earthwork, regrading, and installation of new turf grass (Seashore Paspalum) to achieve establishment sufficient for play. Declarant anticipates that establishment of the grass so it is ready for play will require at least two (2) full growing seasons. The growing season for turf grass is April through October. If the turf grass is not established and ready for play after the first growing season then Declarant shall provide written notice to the City of the need for an additional growing season. Declarant shall work to complete Benchmark 1 within one (1) year from the start of the first growing season ("Commencement Date"); provided however, Declarant is hereby granted an option to extend this deadline for one (1) additional year. Said option shall be exercised by Declarant providing the City with written notice on or before March 1, 2027, whereupon the deadline for completion shall be automatically extended. If the deadline for Benchmark 1 is extended, as provided herein, then the deadline shall be two (2) years from the Commencement Date. This benchmark shall be deemed complete when the golf course is fully established and ready for play.
    b. **Benchmark 2: Clubhouse Construction.** Declarant shall diligently pursue all permits, approvals, and inspections necessary for construction of the new clubhouse facility in accordance with the Conceptual Plans, and shall complete construction within two (2) years from the Commencement Date. Benchmark 2 shall not be deemed complete until the clubhouse has received all final approvals, licenses, and a use and occupancy permit sufficient for

Declarant to lawfully commence operations. The deadline for Benchmark 2 shall be extended as reasonably necessary for delays outside Declarant's control, including, without limitation, weather conditions, supply chain interruptions, or delays in governmental permitting, licensing, or approvals.

c. **Benchmark 3: Commencement of Full Operations.** Declarant shall complete all necessary staffing, marketing, and preparation for operations and shall commence public operations of both the renovated golf course and clubhouse with two (2) years of the Commencement Date, provided that Benchmark 2 has been satisfied with all final approvals and licenses that allow lawful occupancy and operation. The deadline for Benchmark 3 shall likewise be subject to extension for delays outside Declarant's control, as described above for Benchmark 2.

3. **Diligent Prosecution.** Declarant shall continuously and diligently prosecute the Redevelopment Work to completion in a good and workmanlike manner and in accordance with all applicable laws and regulations.

ARTICLE 2
MAINTENANCE OBLIGATIONS

1. **General Maintenance Standard.** Declarant, its successors and assigns, shall at all times maintain the Property, including the golf course, clubhouse, and all other improvements, in a high-quality, clean, safe, and well-maintained condition consistent with the standards of golf facilities in the region.
2. **Golf Course Maintenance.** The maintenance of the golf course shall include, but not be limited to:
   a. Maintaining greens, fairways, and tee boxes in a healthy and playable condition, properly mowed, and irrigated.
   b. Maintaining all landscaping, trees, and water features in an attractive and healthy condition.
   c. Ensuring all cart paths are maintained in a good and safe state of repair.
3. **Clubhouse and Improvements Maintenance.** Declarant shall keep the clubhouse and all other buildings and improvements on the Property in good order and repair, including all structural components, exterior surfaces, roofing, windows, and mechanical systems (HVAC, plumbing, electrical). The interior of the clubhouse shall be kept clean and suitable

for its intended use.

ARTICLE 3
DRAINAGE EASEMENTS

1. **Grant of Easement.** Declarant hereby grants to the City a perpetual, non-exclusive easement (the "Drainage Easement") over, under, and across the portions of the Property as may be reasonably necessary for the purposes described herein.
2. **Purpose of Easement**. The Drainage Easement is granted for the purposes of:
    a. Preserving and maintaining historical and existing drainage patterns that benefit the City and surrounding properties.
    b. Operating, inspecting, maintaining, repairing, replacing, and improving the stormwater management system and drainage facilities on the Property, consistent with St. Johns River Water Management District Permit #81813-6 (the "Permit").
3. **City's Rights.** The City shall have the right, but not the obligation, to enter upon the Drainage Easement areas at reasonable times and with reasonable notice (except in emergencies) to exercise its rights under this Article. The City's rights shall include the removal of blockages, repair of infrastructure, and any other actions necessary to ensure the proper functioning of the drainage system. The City shall restore any portion of the Property disturbed by its activities to the condition that existed prior to such disturbance.

ARTICLE 4
DEED RESTRICTION

1. **Acknowledgment of Deed Restriction.** Declarant acknowledges that the conveyance of the Property from the City to Declarant is subject to that certain Deed Restriction contained in the Warranty Deed recorded simultaneously herewith (the "Deed Restriction"). The Deed Restriction limits the use of the Property to a golf course, golf clubhouse, a clubhouse restaurant, related golf recreational uses and events and for uses and events consistent with uses common for a golf course and clubhouse in the State of Florida, and if violated grants the City the right to re-enter and repossess the Property.
2. **Interpretation.** The parties agree that the Deed Restriction shall be liberally construed to promote and maximize the financial success and

operational feasibility of the golf course and clubhouse. The limitations contained within the Deed Restriction shall not be interpreted to prohibit activities and events customarily held at golf course and country club facilities in the State of Florida. Such permitted activities include, without limitation, corporate and community events, weddings, receptions, and other private celebrations held within the clubhouse or on the surrounding grounds. Furthermore, the Deed Restriction shall not prohibit entertainment events within the clubhouse, including, without limitation, the performance of live music.

ARTICLE 5
RIGHT OF FIRST REFUSAL

1. **Grant of Right**. In the event that Declarant (or any successor or assignee of Declarant) receives a bona-fide written offer ("Offer") from a third party purchaser to purchase all or any portion of the Property (or any interest therein), Declarant shall promptly give the City written notice of such Offer ("ROFR Notice"). The ROFR Notice shall include (i) a copy of the Offer, (ii) the identity of the prospective purchaser, (iii) the purchase price and any material terms, and (iv) any deadline by which the Offer must be accepted.
2. **City's Election Period**. The City shall have ninety (90) calendar days from receipt of the ROFR Notice ("Election Period") to elect, in writing, either (i) to exercise its right of first refusal and purchase the Property on the same terms and conditions set forth in the Offer, or (ii) to waive such right. Failure to provide written notice within the Election Period shall be deemed to waive the right with respect to that particular Offer.
3. **Consideration by City Commission**. Upon receipt of a ROFR Notice from Declarant, the City shall take immediate action to schedule consideration of the right of first refusal at the first available regular City Commission meeting, in accordance with the City's normal procedures for scheduling ordinances for consideration. The City shall use reasonable efforts to ensure that the matter is placed on the agenda for the earliest possible meeting, and shall notify Declarant of the scheduled date promptly. The City's election to exercise or waive its right of first refusal shall be made in accordance with the procedures and within the time period set forth herein.
4. **Exercise of Right**. If the City elects to exercise the ROFR, the parties shall, within ten (10) business days of the City's election, execute a purchase and sale agreement consistent with the terms of the original Offer. All

closing conditions applicable to the original Offer shall apply to the City's purchase, except that the City shall be entitled to rely on its own due-diligence investigations.

5. **Effect of Waiver or Non-Exercise**. If the City waives the ROFR or fails to respond within the Election Period, Declarant may proceed with the third-party transaction on the same terms set forth in the Offer, provided that no material changes to those terms occurs. Should any material change arise, the City's ROFR right shall revive as if a new Offer had been received.

ARTICLE 6
ENFORCEMENT, NOTICE, AND CURE

1. **Default.** A failure by Declarant to meet any of the benchmark deadlines set forth in Article 1, Section 1, subject to the notice and cure provisions herein, shall constitute a default under this Declaration.
2. **Notice and Opportunity to Cure.** If the City determines that a default has occurred, it shall provide written notice to Declarant specifying the nature of the failure. Declarant shall have **ninety (90) days** from the receipt of such notice (the "Cure Period") to cure the failure or, if the cure cannot reasonably be completed within ninety (90) days, to commence the cure and thereafter diligently and continuously prosecute it to completion.
3. **Force Majeure.** The deadlines set forth herein shall be extended for periods of delay caused by strikes, natural disasters, pandemics, governmental moratoria, war, or other events beyond the reasonable control of Declarant ("Force Majeure"). Declarant shall provide the City with prompt written notice of any such Force Majeure event.
4. **City's Remedies.** Upon the occurrence of a default that is not cured within the Cure Period, the City shall be entitled to all remedies available at law or in equity, including, but not limited to:
    a. An action for specific performance to compel Declarant to complete the Redevelopment Work.
    b. Injunctive relief to prevent further violations of this Declaration.
    c. The right to enter the Property to perform the required work and to place a lien on the Property for the costs thereof.

ARTICLE 7
GENERAL PROVISIONS

1. **Covenants Running with the Land.** The covenants, restrictions, and easements in this Declaration shall run with the land and shall be

binding upon the Declarant and its successors and assigns for a period of thirty (30) years, after which they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the City agrees to terminate them.

2. **Governing Law.** This Declaration shall be governed by the laws of the State of Florida.

3. **Notices.**

   a. **Method of Delivery.** All notices, demands, consents, approvals, or other communications required or permitted under this Declaration (collectively, "Notices") shall be given in writing by (i) personal delivery, (ii) certified mail, return receipt requested, (iii) a reputable courier service, or (iv) electronic mail ("email").

   b. **Effectiveness of Delivery.**

      i. **Personal Delivery.** A notice delivered personally shall be deemed effective on the date it is actually delivered to the recipient.

      ii. **Certified Mail or Courier.** A notice sent by certified mail or a reputable overnight courier shall be deemed effective on the date the notice is delivered to the addressee or, if the addressee refuses to accept it, on the date of refusal (as evidenced by the carrier's receipt or refusal notice).

      iii. **Email.** A notice transmitted by email shall be deemed effective on the date the email is sent, provided that a hard-copy version of the same notice is simultaneously mailed (personal delivery, certified mail, or courier) in accordance with sub-paragraph (a).

   c. **Addresses for Service.** Unless otherwise agreed in writing, the addresses for service are:

For the City: City of Flagler Beach
C/O City Manager
105 South 2nd Street | P.O. Box 70
Flagler Beach, FL 32136
dmartin@cityofflaglerbeach.com

For the Declarant: Ocean Palms Golf Club, LLC
C/O Manager
12 Bishop Lane
Palm Coast, FL 32137
tj@meadowscenter.com

d. **Change of Address.** Either party may change its address for service by delivering a written notice of such change in accordance with this Article 7, Section 3. Until the change is effectively communicated, notices shall be deemed property served at the last known address. Notwithstanding the foregoing, any email sent to the email address of the current City Manager of the City at the time of the notice shall be sufficient for the purposes of notice by email as provided in this Article 7, Section 3.

4. **Attorneys' Fees.** In the event of any litigation arising out of or to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, at trial and all appellate levels.

(Signatures On Following Pages)

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

WITNESSES

_____

Print Name:_____
Address:
_____

_____

_____

Print Name:_____
Address:
_____

_____

DECLARANT:
OCEAN PALMS GOLF CLUB LLC
A Florida limited liability company

By: _____
Name: Tanuj Seoni
Title: Manager

By: _____
Name: Jeffrey W. Ryan
Title: Manager

12 Bishop Lane
Palm Coast, FL 32164

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by Tanuj Seoni, Manager of Ocean Palms Golf Club LLC, on behalf of Ocean Palms Golf Club LLC. He is __ personally known to me or __ has produced _____ as identification.

_____
NOTARY PUBLIC

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of __ physical presence or __ online notarization, this ____ day of _____, 2025 by Jeffrey W. Ryan, Manager of Ocean Palms Golf Club LLC, on behalf of Ocean Palms Golf Club LLC. He is __ personally known to me or __ has produced _____ as identification.

_____

NOTARY PUBLIC

JOINDER BY CITY

The undersigned, CITY OF FLAGLER BEACH, a Florida municipal corporation (the "City"), hereby joins in this Declaration for the limited purpose of acknowledging and agreeing to its rights and obligations with respect to the Drainage Easements as set forth in Article 2,the terms governing the interpretation of the Deed Restriction as set forth in Article 4, and the right of first refusal granted to the City as set forth in Article 5. The City's execution of this Joinder does not impose upon the City any of the obligations of the Declarant hereunder.

CITY OF FLAGLER BEACH

By: _____

Name: _____

Title: _____

EXHIBIT A

Legal Description of the Property

A PORTION OF SECTIONS 29 AND 30, TOWNSHIP 12 SOUTH, RANGE 32 EAST, FLAGLER COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 31, OCEAN PALM SUBDIVISION, RECORDED IN MAP BOOK 5, PAGE 70, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN ALONG THE BOUNDARY OF SAID OCEAN PALM SUBDIVISION, SOUTH 88 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 676.36 FEET; THENCE SOUTH 20 DEGREES 17 MINUTES 35 SECONDS EAST A DISTANCE OF 1032.06 FEET; THENCE SOUTH 23 DEGREES 41 MINUTES 30 SECONDS EAST A DISTANCE OF 720.11 FEET; THENCE DEPARTING SAID BOUNDARY, RUN SOUTH 16 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 163.31 FEET; THENCE SOUTH 23 DEGREES 40 MINUTES 41 SECONDS EAST A DISTANCE OF 190.01 FEET; THENCE SOUTH 66 DEGREES 20 MINUTES 13 SECONDS WEST A DISTANCE OF 79.93 FEET; THENCE SOUTH 23 DEGREES 43 MINUTES 08 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OCEAN PALM DRIVE, A 50 FOOT RIGHT-OF-WAY, A DISTANCE OF 254.37 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, RUN ALONG THE BOUNDARY OF OCEAN PALM VILLA II, RECORDED IN MAP BOOK 11, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 464.85 FEET; THENCE SOUTH 21 DEGREES 50 MINUTES 13 SECONDS EAST A DISTANCE OF 29.89 FEET THENCE ALONG THE BOUNDARY OF OCEAN PALM VILLA III, RECORDED IN MAP BOOK 16, PAGE 1, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE EXTENSION THEREOF, NORTH 88 DEGREES 26 MINUTES 53 SECONDS EAST A DISTANCE OF 164.59 FEET; THENCE NORTH 75 DEGREES 47 MINUTES 32 SECONDS EAST A DISTANCE OF 128.87 FEET; THENCE DEPARTING SAID BOUNDARY, RUN ALONG THE BOUNDARY OF PALM HAVEN SUBDIVISION, RECORDED IN MAP BOOK 27, PAGE 27, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1059.90 FEET; THENCE RUN NORTH 68 DEGREES 11 MINUTES 52 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE WESTERLY R/W LINE OF SOUTH CENTRAL AVENUE, A 50' R/W; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST ALONG SAID R/W LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID R/W LINE, RUN SOUTH 68 DEGREES 11 MINUTES 52 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 21 DEGREES 48 MINUTES 08 SECONDS WEST A DISTANCE OF 1032.43 FEET TO THE POINT OF BEGINNING.

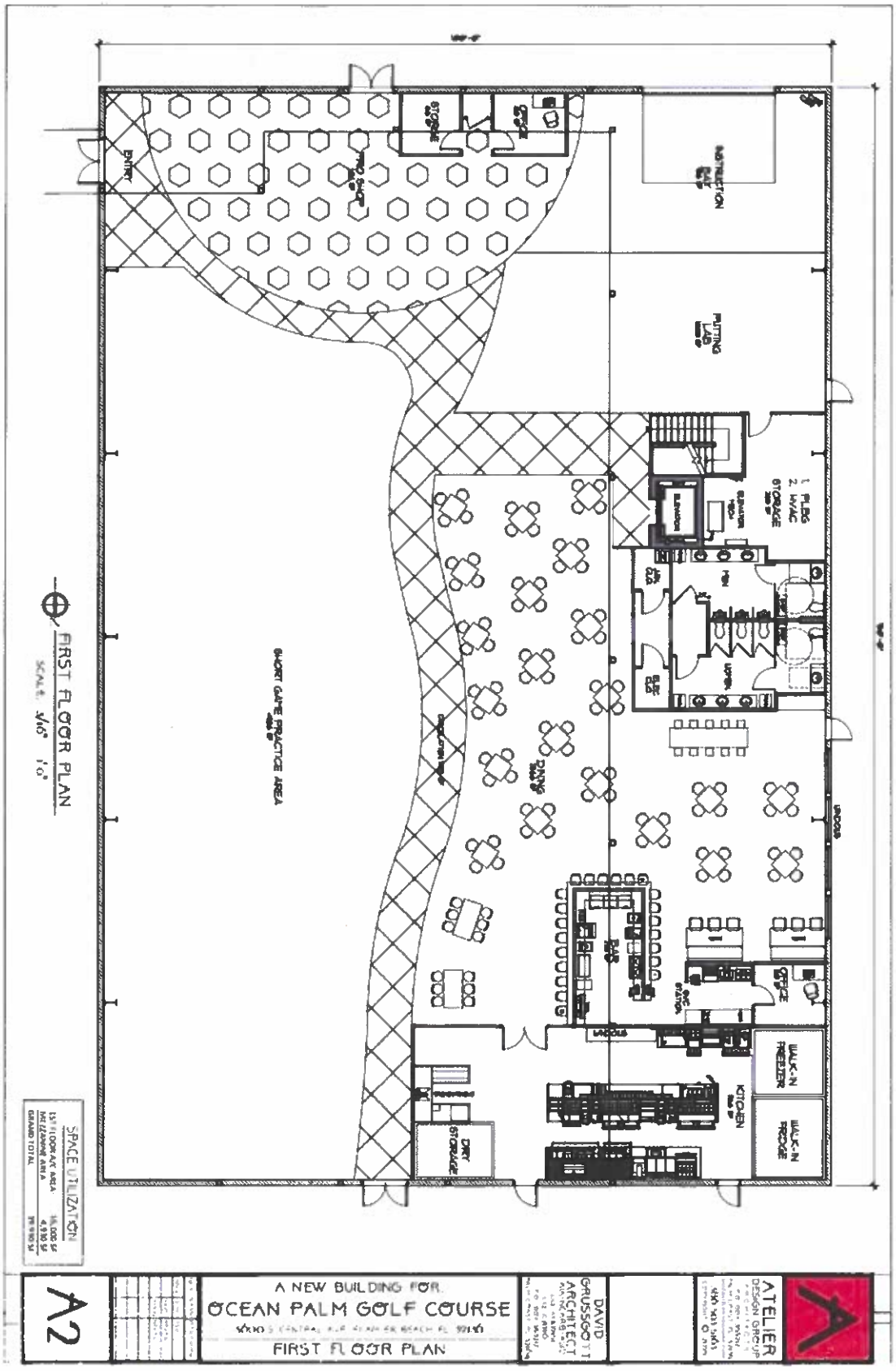
EXHIBIT B

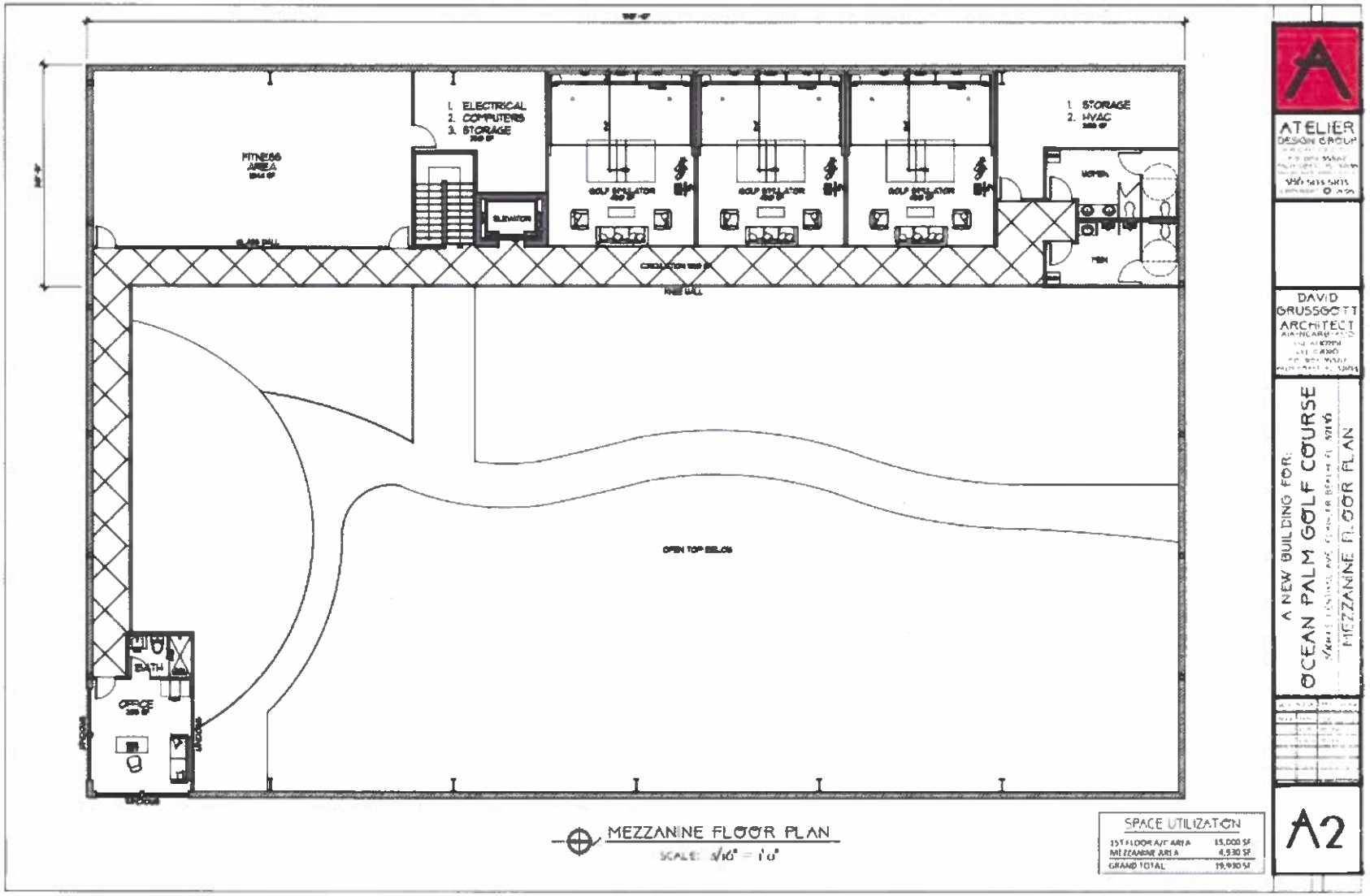
Conceptual Plans (Golf Course and Clubhouse)

(On Following Pages)

Sod Farm
12
8
6
11
9
10
Clubhouse
Parking Lot
5
1
4
2
3
Green
Landscaping
Tee Box
Sand Trap
Water
Cart Path

PUTTING GREEN
SITE LOCATION PLAN
EXISTING MAINTENANCE BUILDING TO REMAIN
A NEW BUILDING FOR
OCEAN PALM GOLF COURSE
SITE LOCATION PLAN
A1
DAVID GRUSSOCT ARCHITECT
ATELIER


FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"
SHORT GAME PRACTICE AREA
PUTTING GREEN
INSTRUCTION AREA
ENTRY
PRO SHOP
STORAGE
OFFICE
KITCHEN
WALK-IN FREEZER
WALK-IN FRIDGE
DRY STORAGE
SPACE UTILIZATION
A2
A NEW BUILDING FOR
OCEAN PALM GOLF COURSE
FIRST FLOOR PLAN
DAVID GRUSSGOTT ARCHITECT
ATELIER DESIGN GROUP



MEZZANINE FLOOR PLAN

SCALE: 1/16" = 1'-0"

SPACE UTILIZATION	
1ST FLOOR A/C AREA	15,000 SF
MEZZANINE AREA	4,930 SF
GRAND TOTAL	19,930 SF

ATELIER DESIGN GROUP

DAVID GRUSSGOTT ARCHITECT

A NEW BUILDING FOR:
OCEAN PALM GOLF COURSE

MEZZANINE FLOOR PLAN

A2

Print this Page

Transfer status: In Process
Order number:578950126

Transfer Accounts

From: MY CHECKING : [redacted]

To: COAST TITLE INS AGENCY, INC ESCROW (Intracoastal Bank)

Transfer Details

Send amount

Send amount: $40,000.00

Additional fee: $30.00

Transfer description

Ocean Palms Golf Club EMD

Transfer dates

Frequency: One time, immediately

Delivery speed: Same Day

Start on date: 10/28/2025

Estimated delivery date: 10/28/2025
Note:The receiving bank may make funds available later than this.

Serial Number
25-00433F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Public Announcement

in the matter of December 11th

in the Court, was published in said newspaper by print in the

issues of 11/27/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond
Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

28th day of November, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

Notary Public, State of Florida
(SEAL)

JANICE LIMBURG
Notary Public - State of Florida
Commission # HH 297954
My Comm. Expires Aug 7, 2026
Bonded through National Notary Assn.

PUBLIC NOTICE

THE CITY OF FLAGLER BEACH PROPOSES TO ADOPT THE FOLLOWING ORDINANCES ENTITLED:

ORDINANCE 2025-28

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE SALE OF PROPERTY KNOWN AS THE OCEAN PALM GOLF COURSE WHICH IS LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

A Public Hearing will be conducted to consider the ordinance as follows:

City Commission: Thursday, December 11, 2025 @ 5:30 p.m. or soon thereafter. Interested parties are invited to attend and be heard. The proposed ordinance may be inspected at City Hall at 105 South Second Street. The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person decides to appeal against any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. In accordance with the *Americans with Disabilities Act*, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

Nov. 27 25-00433F

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

ORDINANCE NO. 2025-28

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE SALE OF PROPERTY KNOWN AS THE OCEAN PALM GOLF COURSE WHICH IS LOCATED AT 3600 SOUTH CENTRAL AVENUE AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): The Ordinance authorizes the sale of real property known as the Ocean Palm Golf Course subject to a contractual deed restriction requiring the continued operation of the property as a golf course.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any: The ordinance is not expected to have any direct economic impact on any private, for profit business in the City.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: The ordinance is not expected to have any direct economic impact on any private, for profit business in the City.

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	
Meeting Date:	December 11, 2025
Item Name:	Ordinance 2025-30. An Ordinance of the City of Flagler Beach, Florida, amending the Lease Agreement between the City of Flagler Beach and Grandview Flagler Partners, LLC (c/o Mr. Raymond Barshay); providing for conflict and an effective date (First Reading).

Background:

The City owns the property identified as Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 which contains two significant structures: the City's iconic 'A'-frame (the former Bait Shop, Surf Radio, and restrooms) and the Funky Pelican restaurant (but not technically including the outdoor deck associated with the restaurant). The City approved a Lease with Mr. Barshay in 2011. A subsequent First Addendum was incorporated in 2012. The terms of the Lease/First Addendum provided for a ten-year lease, with three subsequent five-year options. Mr. Barshay implemented the First Option, which expires in September, 2027. If the Second and Third Options are invoked, the current lease would expire in September, 2037. Mr. Barshay has presented to the City a "First Amendment to Lease Agreement." All Lease-related documents are attached, including the proposed First Amendment.

The First Amendment proposes revisions to the original Lease in Sections 5, 13, and 14. In general, the Section 5 revisions seek additional options to extend the Lease and to undertake capital improvements to the premises (facade and deck), the Section 13 revisions relate to Landlord (City) maintenance and repair obligations, and the Section 14 revisions relate to Tenant maintenance and repair operations.

Commissioners have been invited to meet with restaurant representatives to review the proposed improvements. Funky Pelican representatives (likely including legal counsel) are expected to be available for discussion at the December 11 City Commission Regular Meeting.

Fiscal Impact:

The terms of the Lease Agreement include monthly rent (originally $3,000, but with an annual escalator; currently $4,152.75) with an annual increase of 3% (anticipated monthly rent effective January 1, 2026: $4,277.33). An additional 3% on sales over $1,000,000 supplements the base rent. The City's summary of rental income is attached for the current year (2025) and

the two previous years.

Staff Recommendation:
Staff recommends approval of Ordinance 2025-30 [First Reading].

Attachments:
1. Ord 2025-30 Funky Pelican
2. Funky Pelican Original Lease (including First Addendum)
3. Funky Pelican First Amendment
4. Funky Pelican Financials (2023-2025)

ORDINANCE 2025-30

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF FLAGLER BEACH AND GRANDVIEW FLAGLER PARTNERS, LLC (c/o MR. RAYMOND BARSHAY); PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach (the "City") owns the property identified as Flagler County Tax Parcel ID 12-12-31-4500-00700-0250; and,

WHEREAS, the City approved a Lease Agreement with Raymond Barshay (Grandview Flagler Partners, LLC) for the facility located on the subject parcel (commonly referred now to as the "Funky Pelican") with Ordinance 2011-04, and subsequently amended with the First Addendum (Ordinance 2012-12), which declared the effective date of the lease to be October 1, 2012; and,

WHEREAS, the Lease Agreement gave Grandview Flagler Partners, LLC the option to extend the original lease term (ten years) for three additional and consecutive five-year terms; and,

WHEREAS, the First Option to extend was exercised, extending the lease term through September 30, 2027, and if the Second Option is to be sought to extend the lease term to September 30, 2032, written notice must be provided to the City no later than nine months prior to the end of the First Option; and,

WHEREAS, representatives of Grandview Flagler Partners have submitted a proposed First Amendment of Lease Agreement for City consideration;

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

SECTION 1. The First Amendment to Lease Agreement (attached hereto) is approved and incorporated as part of the Lease Agreement by the City Commission, including revisions as indicated to Section 5, Section 13, and Section 14.

SECTION 2. The remainder of the Lease Agreement remains unmodified and fully in effect.

SECTION 3. The City Commission approves the proposed capital improvements as presented by Grandview Flagler Partners (attached).

SECTION 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 5. This ordinance shall become effective upon execution.

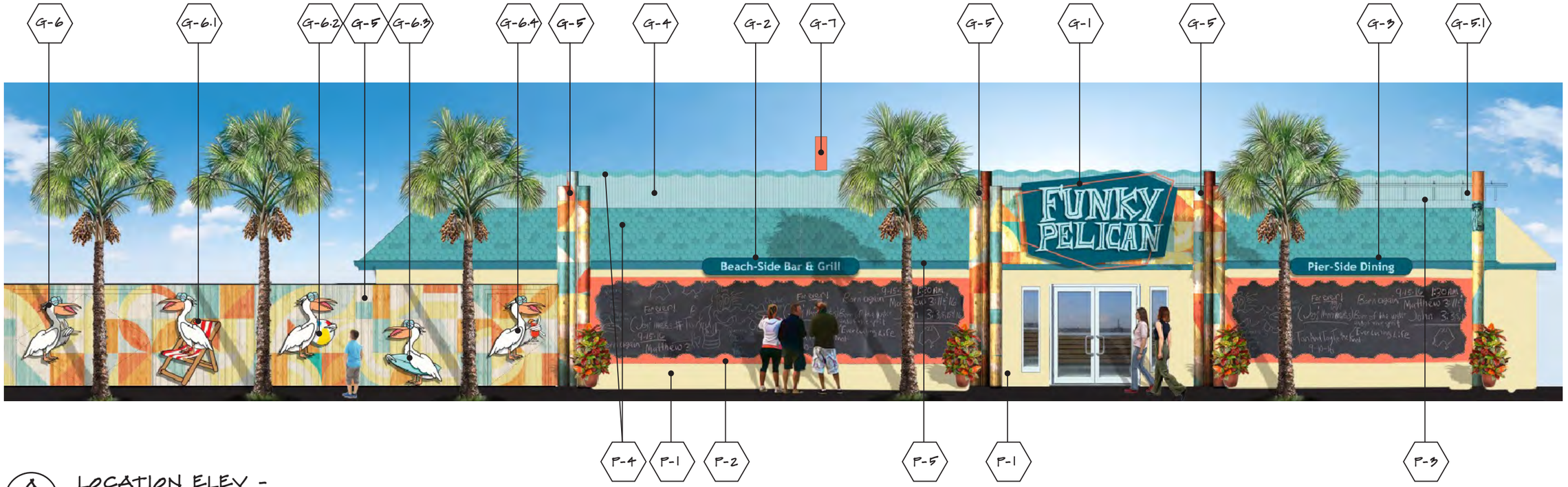
Upon motion duly made and carried, the foregoing Ordinance was approved on First Reading by the City Commission of the City of Flagler Beach this 11th day of December, 2025.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK



A
G-100

LOCATION ELEV -

SCALE: NTS

P-1	SHERWIN WILLIAMS SW6908 FUN YELLOW	P-2	SHERWIN WILLIAMS SW6648 KUMQUAT	P-3	SHERWIN WILLIAMS SW6944 POOL BLUE	P-4	SHERWIN WILLIAMS SW6766 MARINER	P-5	SHERWIN WILLIAMS SW2224 CALYPSO

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

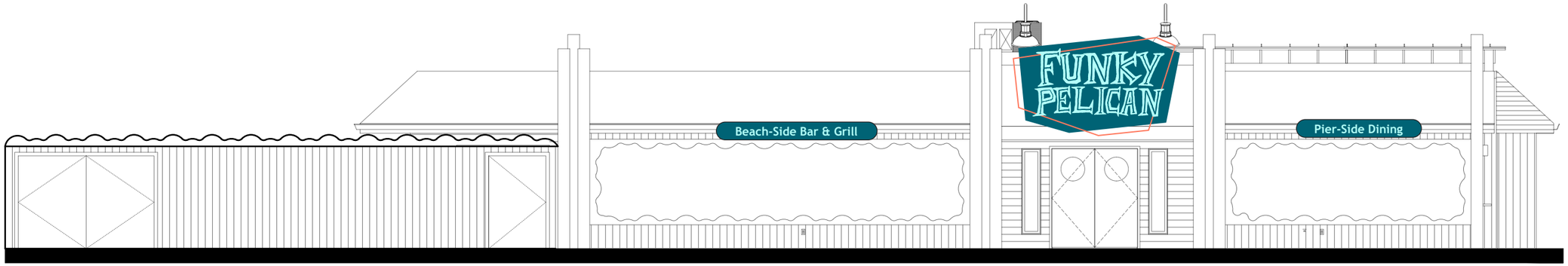
10-21-2024

REVISION

DATE

SHEET

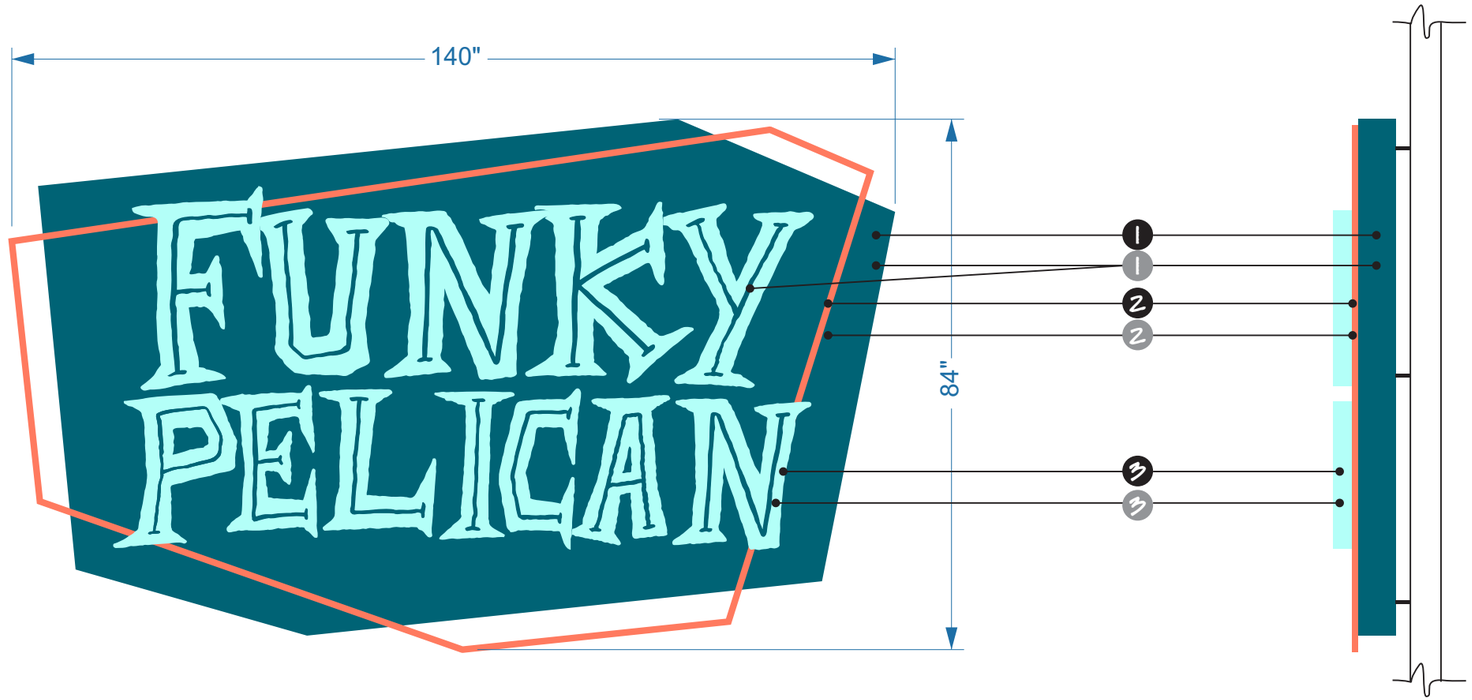
G-100



A G-101

LOCATION ELEV - MAIN ID AND FASCIA SIGNS

SCALE: 1/8"=1'-0"



G-1

QTY 1

B G-101

GRAPHIC ELEV - MAIN ID WALL SIGN SINGLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

1. FABRICATED ALUMINUM CABINET MOUNTED TO EXISTING WALL SURFACE USING STAND OFF MECHANICAL FASTENERS AS REQUIRED. CABINET TO HAVE CONCEALED WARM WHITE LED HALO ILLUMINATION.CABINET PAINTED TO MATCH PMS 3155C.
2. FABRICATED ALUMINUM CHANNEL WITH ORANGE LED NEON ILLUMINATION. CHANNEL TO MOUNT FLUSH TO CABINET FACE. CHANNEL PAINTED TO MATCH PMS 2024C.
3. FABRICATED ALUMINUM CHANNEL LETTERS INTERNALLY ILLUMINATED WITH LED. FACE TO BE DIGITALLY PRINTED TRANSLUCENT APPLIED TO TRANSLUCENT WHITE ACRYLIC.

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated canbinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representive to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representive prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

1		CABINET PAINTED TO MATCH PMS 3155C SATIN FINISH
2		LED NEON CHANNEL PAINTED TO MATCH PMS 2024C SATIN FINISH
3		CHANNEL LETTERS PAINTED TO MATCH SHERWIN WILLIAMS SW6944 POOL BLUE

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

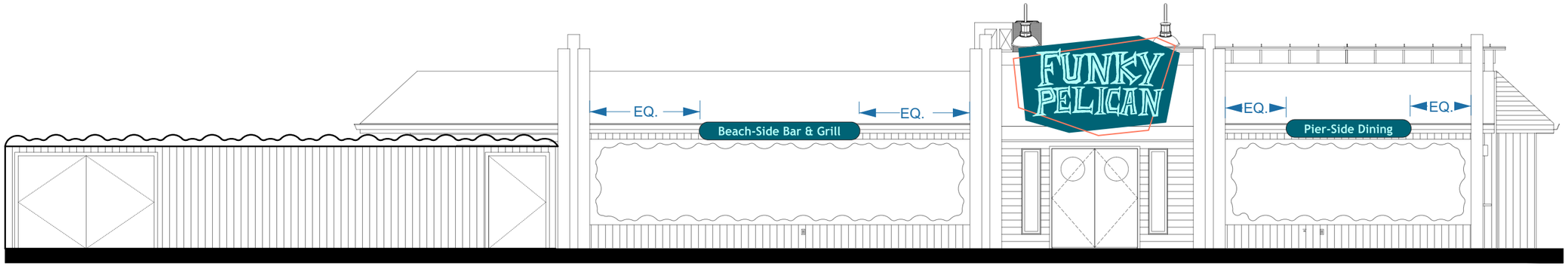
10-21-2024

REVISION

DATE

SHEET

G-101



A G-102

LOCATION ELEV - MAIN ID AND FASCIA SIGNS

SCALE: 1/8"=1'-0"

G-2

QTY 1

G-3

QTY 1

B G-102

GRAPHIC ELEV - SECONDARY FACADE SIGNS - SINGLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

INTERNALLY ILLUMINATED FABRICATED ALUMINUM CABINETS WITH CNC ROUTED OUT LETTERS BACK WITH TRANSLUCENT WHITE ACRYLIC WITH CUSTOM COLOR TRANSLUCENT VINYL LETTERS TO MATCH C27/M0/Y6/K0. MOUNT CABINETS FLUSH TO EXISTING BUILDING FASCIA WITH MECHANICAL FASTENERS AS REQUIRED. POWER SOURCE NEEDED.

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated canbinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representive to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representive prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

1		CABINET PAINTED TO MATCH PMS 3155C SATIN FINISH
2		LETTERS TO MATCH C27/M0/Y6/K0.

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

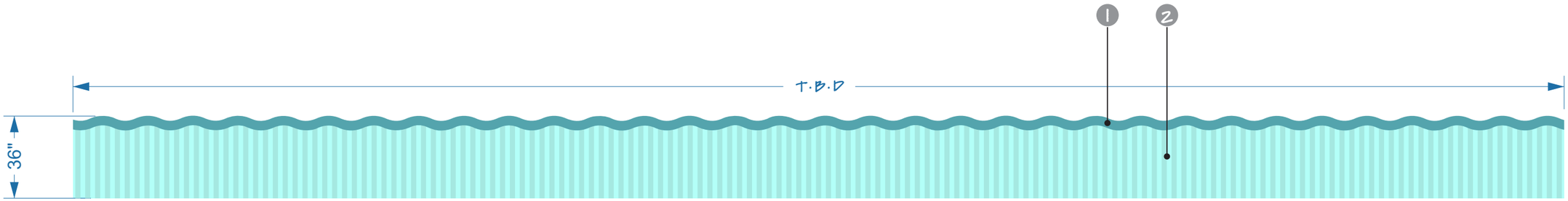
10-21-2024

REVISION

DATE

SHEET

G-102

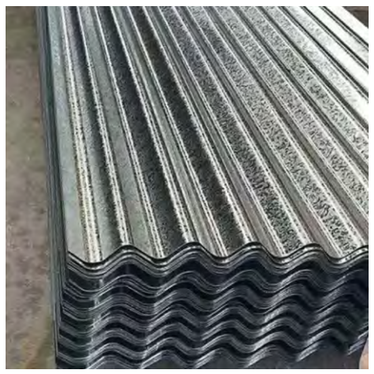


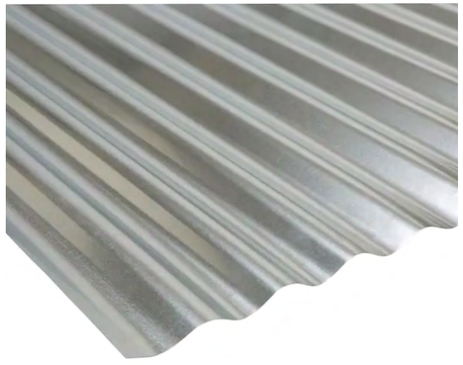
A
G-103

LOCATION ELEV - ROOF PARAPET PANELS

SCALE: 1/4"=1'-0"

PARAPET PANELS TO BE CORRUGATED GALVANIZED METAL SHEETS. CUT TOP EDGE AS SHOWN. PANELS TO OVER LAP AS NEEDED. PRIME AND PAINT PANEL PER COLOR SCHEDULE. FABRICATE AND INSTALL PANEL SUPPORT FRAME FROM STRUCTURAL STEEL AND INSTALL TO ROOF PER ENGINEER SPECS.
*FIELD VERIFY CONDITIONS AND LENGTH PRIOR TO FABRICATION.





CORRUGATED GALVANIZED METAL SHEETS

GENERAL NOTES: Applied to all signage

1. Details on drawing indicate design intent for sign fabrication, actual details may vary from fabrication techniques recommended or used by sign vendor.
2. All edges and welds to be smoothed and eased, showing no blemishes or burrs.
3. No visible fasteners unless otherwise noted or as scenic treatment.
4. All electric signs shall meet UL listing.
5. All lighted signs shall use LED light unless otherwise specified.
6. All painted surfaces to be free of orange peel or other defects.
7. All painted surface to have satin clear coat finish unless otherwise noted.
8. Interior of illuminated canbinets and channel letter to be painted white.
9. Sign vendor to provide Color & Material Samples for approval by Funky Pelican representative prior to fabrication.
10. Vendor to provide samples of high resolution digital output graphics for approval prior to start of fabrication.
11. Funky Pelican representive to art direct fabrication & installation location of sign.
12. Funky Pelican to provide digital production files for signage & graphics.
13. All signs are to be fabricated with exterior grade materials and paints to withstand Florida UV rays.
14. All signs to be fabricated to resemble as closely as possible elevations shown on drawing.
15. Any discrepancies on the drawings are to be brought to the attention of Funky Pelican representive prior to fabrication.
16. Vendor to field verify all conditions and dimensions prior to fabrication.

COLOR SCHEDULE

1		SHERWIN WILLIAMS SW6766 MARINER SATIN FINISH
2		SHERWIN WILLIAMS SW6944 POOL BLUE SATIN FINISH

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

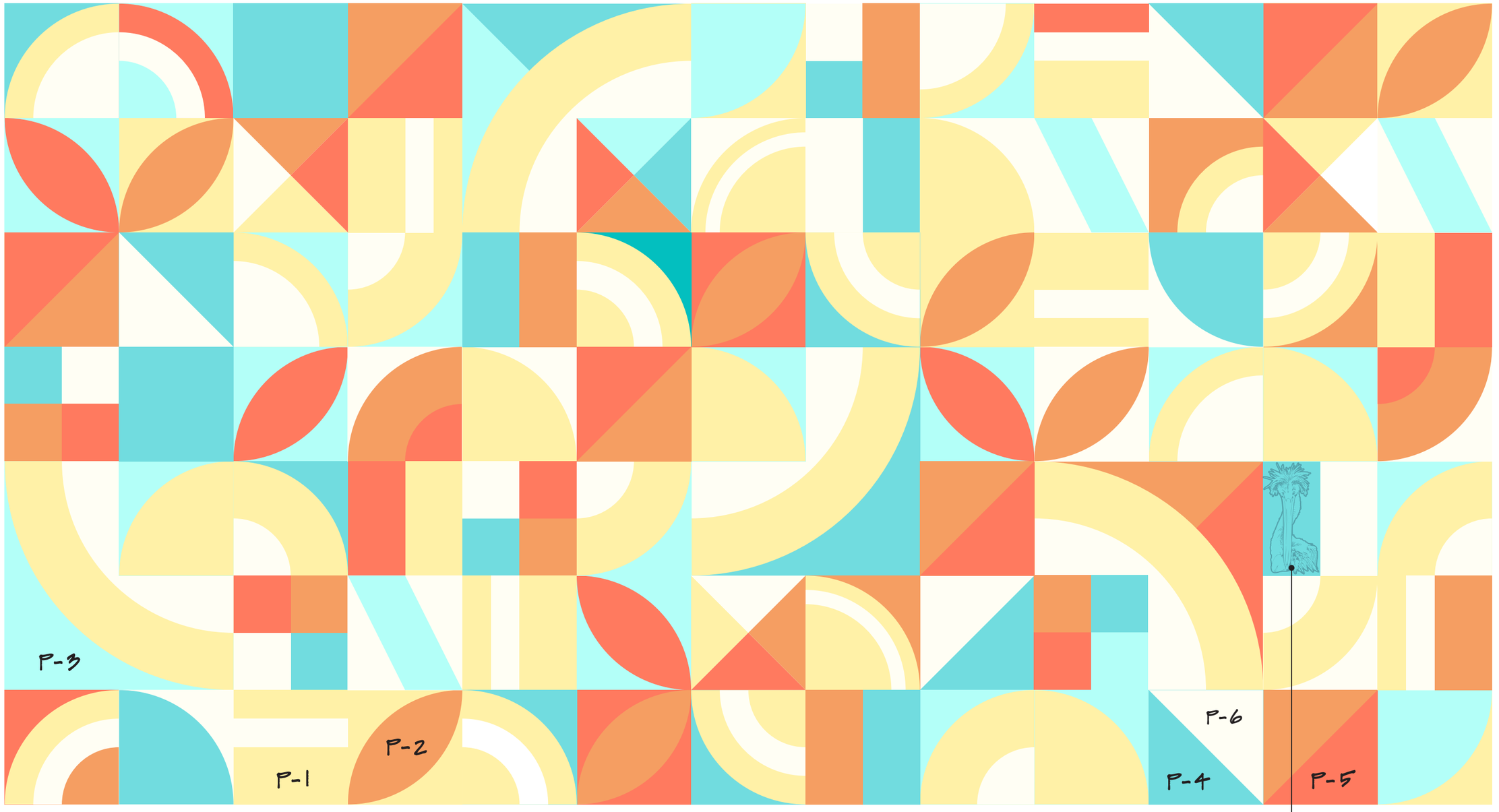
10-21-2024

REVISION

DATE

SHEET

G-103



A
G-104

LOCATION ELEV - GRAPHIC PATTERN FOR POLES AND FENCE

SCALE: NTS

EXISTING POLES AND FENCE TO BE SCENIC PAINTED USING ABOVE PATTERN. SCENIC TREATMENT SHOULD APPEAR WEATHERED AND AGE. (G-5.1) ADD PELICAN ICON COLOR SW6766 MARINER.

P-1	SHERWIN WILLIAMS SW6908 FUN YELLOW	P-2	SHERWIN WILLIAMS SW6648 KUMQUAT	P-3	SHERWIN WILLIAMS SW6944 POOL BLUE	P-4	SHERWIN WILLIAMS SW6937 TANTALIZING TEAL	P-4	SHERWIN WILLIAMS SW6766 MARINER	P-5	SHERWIN WILLIAMS SW1622 ISLAND SUNSET	P-6	SHERWIN WILLIAMS SW6385 DOVER WHITE

CREATIVE GRAPHIC DESIGN

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lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

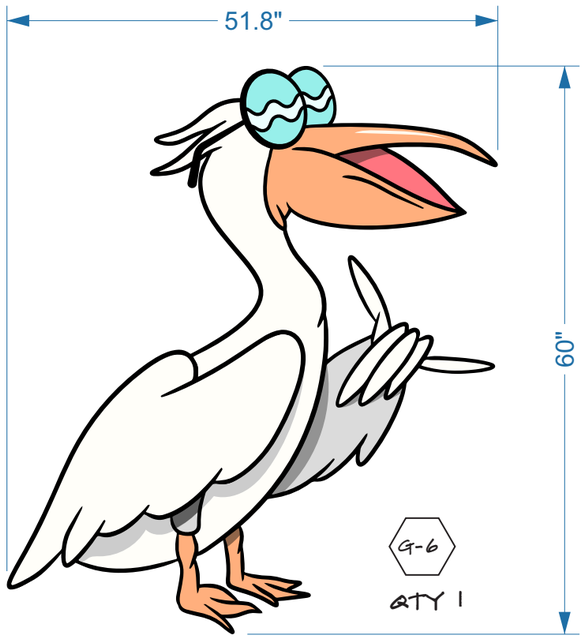
10-21-2024

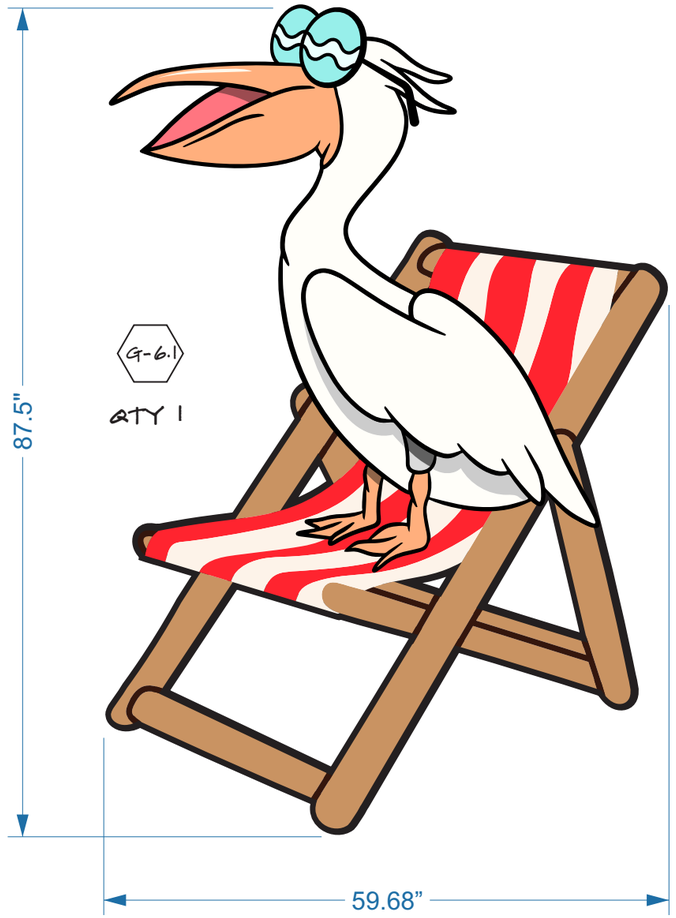
REVISION

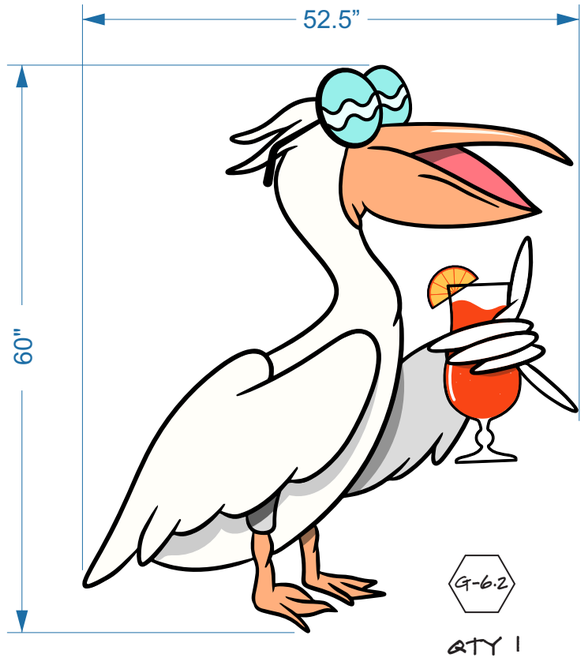
DATE

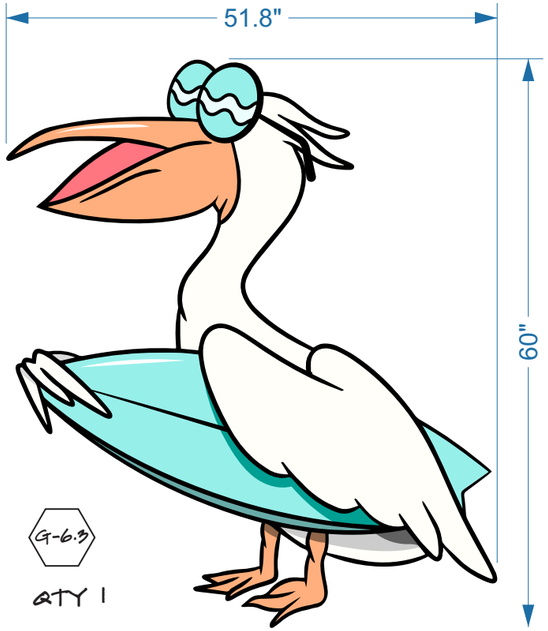
SHEET

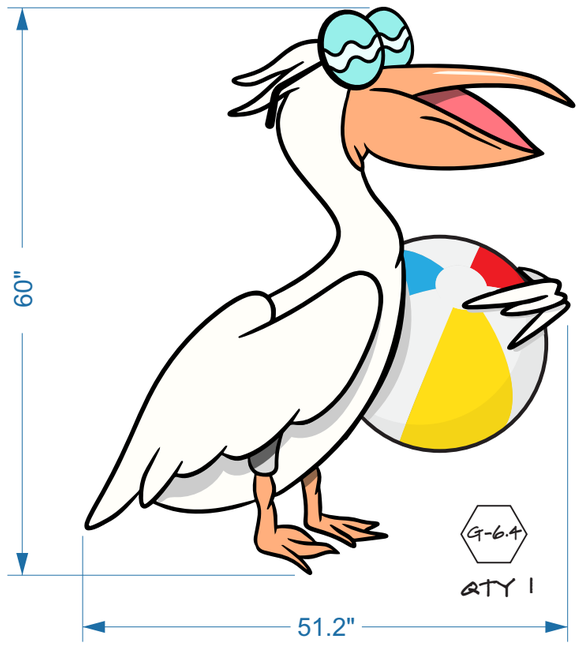
G-104











A
G-105

GRAPHIC ELEV - GRAPHIC PATTERN FOR POLES AND FENCE

SCALE: 3/4"=1'-0"

PHENOLIC EXTERIOR GRAPHIC PANELS. (BY FOSSIL GRAPHICS 631-254-9200 SALES@FOSSILGRAPHICS.COM) 1/2" THICK PANELS CUT TO SHAPE. FLUSH MOUNT TO EXISTING WOOD FENCE. PANELS TO HAVE THREADED INSERT ON BACK TO ACCOMMODATE STAINLESS MOUNT HARDWARE AS REQUIRED.

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

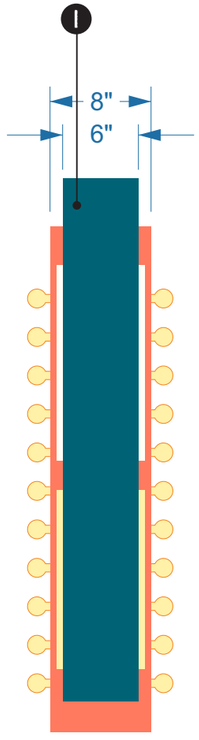
10-21-2024

REVISION

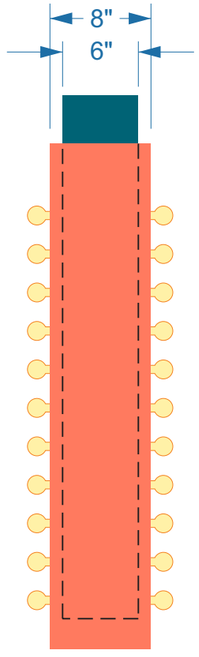
DATE

SHEET

G-105



LEFT SIDE VIEW



RIGHT SIDE VIEW

G-7

QTY 1

A G-106 GRAPHIC ELEV - ROOF SIGN DOUBLE SIDED ILLUMINATED

SCALE: 1"=1'-0"

1. FABRICATED ALUMINUM DOUBLE SIDED CABINET WITH ROUTED PUSH THROUGH LETTERING. MOUNTED TO EXISTING MODIFIED ROOF SUPPORT. VERIFY CONDITIONS PRIOR TO FABRICATION.
2. FABRICATED ALUMINUM ARROW WITH ANIMATED PROGRAMABLE LED CHASER LIGHTS.

EXISTING ROOF SIGN 64"W X 36"H

COLOR SCHEDULE

1		CABINET & MATCHING RETURNS PAINTED TO MATCH PMS 3155C SATIN FINISH
2		LETTERING DROP SHADOW PAINTED TO MATCH PMS 2024C SATIN FINISH
3		EAT LETTERING PAINTED TO MATCH SHERWIN WILLIAMS SW6385 DOVER WHITE SATIN FINISH
4		HERE LETTERING PAINTED TO MATCH SHERWIN WILLIAMS SW6908 FUN YELLOW SATIN FINISH
5		EAT BORDER, ARROW BORDER & RETURN MATCH PMS 2024 SATIN FINISH
6		ARROW FACE PAINTED TO MATCH PMS 151 SATIN FINISH

CREATIVE GRAPHIC DESIGN

P.O. BOX 2432
DELAND, FL 32721
386-804-6494
lsurphlis@gmail.com

FUNKY PELICAN
Beachfront Dining

DESIGNER
L. Surphlis

10-21-2024

REVISION

DATE

SHEET

G-106

AN EXTERIOR DECK ENCLOSURE RENOVATION
CITY OF FLAGLER BEACH

215 FLORIDA A1A
FLAGLER BEACH, FL

GENERAL NOTES

1. THESE CONSTRUCTION DOCUMENTS COMPLY WITH THE FLORIDA BUILDING CODE 8TH EDITION
2. IT IS THE INTENT OF THE ARCHITECT THAT THIS WORK BE IN CONFORMANCE WITH ALL APPLICABLE LOCAL, STATE AND NATIONAL CODES AND ORDINANCES AS REQUIRED BY GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE WORK.
3. THE CONTRACTOR SHALL FIELD VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO COMMENCING THE WORK. ANY DISCREPANCIES BETWEEN ACTUAL CONDITIONS AND THE DRAWINGS SHALL BE REPORTED TO THE ARCHITECT FOR CLARIFICATION PRIOR TO COMMENCING THE WORK.
4. AS INSTRUMENTS OF SERVICE, THESE DOCUMENTS ARE THE PROPERTY OF THE ARCHITECT AND MAY NOT BE USED OR REPRODUCED WITHOUT EXPRESSED WRITTEN CONSENT OF THE ARCHITECT.
5. ALL DETAILS AND SECTIONS SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL BE CONSTRUED TO APPLY TO ANY SIMILAR SITUATION ELSEWHERE IN THE WORK UNLESS OTHERWISE REFERENCED.
6. ALL DIMENSIONS ARE TO FACE OF STUDS, MASONRY AND SLAB EDGES.
7. SUBCONTRACTOR SHALL BE RESPONSIBLE FOR ALL CLEAN-UP AFTER COMPLETION OF THEIR WORK. ALL DEBRIS TO BE DEPOSITED IN ON-SITE DUMPSTER AND HOME / BUSINESS TO BE LEFT "BROOM CLEAN".
8. SUBCONTRACTORS TO INSTALL ALL BLOCKING AND BRACING REQUIRED BY THEIR TRADE AND TO PERFORM ALL CUTTING AND PATCHING.
9. THE CURRENT EDITION OF THE AIA GENERAL CONDITIONS OF THE CONTRACT SHALL BECOME A PART OF THESE DOCUMENTS.
10. DO NOT SCALE DRAWINGS, USE WRITTEN DIMENSIONS ONLY.
11. ALL CHANGES TO THE DRAWING MUST BE APPROVED IN WRITING BY THE ARCHITECT. DO NOT ACCEPT VERBAL CHANGES.
12. MAKE NO MATERIAL SUBSTITUTION WITHOUT WRITTEN APPROVAL FROM ARCHITECT.
13. THE APPLICATION, INSTALLATION AND USE OF ALL MANUFACTURED PRODUCTS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S LATEST PUBLISHED INSTRUCTIONS.
14. TAKE FIELD MEASUREMENTS FOR ALL OFF SITE MANUFACTURED ITEMS SUCH AS DOORS, WINDOWS, MILLWORK, SKYLIGHTS, SCREENS, GRILLES, RAILINGS, ETC.
15. PORCH AND PATIO OVERHANGS ARE TO BE ENGINEERED TO RESIST LOADS IMPOSED BY THE SCREEN ENCLOSURE ATTACHMENTS AS WELL AS ALL OTHER NORMALLY IMPOSED LOADS.
16. SHOP DRAWINGS ARE TO BE PROVIDED TO BUILDER IN FIELD FOR CABINETS, WINDOW, DOOR, FIREPLACE, RAILINGS, ETC.
17. THE CONTRACTOR SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR VERIFICATION OF ALL EXISTING CONDITIONS.
18. THIS OFFICE SHALL NOT HAVE CONTROL OR CHARGE OF, AND SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, TECHNIQUES, SEQUENCES, OR PROCEDURES, OR SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK, ALL OF WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTORS AND SUBCONTRACTORS.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF ALL PARTS OF THE WORK WITH THE OTHER SUBCONTRACTORS, UTILITY COMPANIES, AND OTHER ASSOCIATED OFFICES.
20. CONTRACTORS SHALL CARRY LIABILITY INSURANCE, TERMS AND LIMITS AS DIRECTED BY THE OWNER, AND SHALL FURNISH THE CERTIFICATES OF INSURANCE UPON BID ACCEPTANCE.
21. BY ACCEPTING THIS WORK, THE CONTRACTORS AGREE THAT THE OWNER, ARCHITECT, AND ENGINEERS SHALL BE HELD HARMLESS AND NOT LIABLE FOR ANY INJURIES OR PROPERTY DAMAGE RESULTING FROM ANY OF THE CONTRACTORS' OPERATIONS.
22. EACH TRADE, MANUFACTURER AND/OR SUPPLIER SHOULD UNDERSTAND ITS SCOPE OF WORK WITHIN THIS SET OF PLANS COMPLETELY PRIOR TO COMMENCING ANY WORK. ANY QUESTIONABLE OR UNCLEAR CONDITIONS ARE TO BE BROUGHT TO THIS OFFICES' ATTENTION FOR CLARIFICATION. THE ULTIMATE RESPONSIBILITY OF ALL TRADES, MANUFACTURERS AND/OR SUPPLIERS IS THEIRS IF THE INFORMATION IN QUESTION IS SHOWN CLEARLY OR HAS BEEN ADDRESSED AS REQUIRED PRIOR TO COMMENCING THE WORK.

ABBREVIATIONS

AFF	ABOVE FINISH FLOOR
ADF	ACCESSIBLE DRINKING FOUNTAIN
ALUM	ALUMINIUM
∠	ANGLE
APPROX	APPROXIMATE
ARCH	ARCHITECT
@	AT
BRG	BEARING
BLK	BLOCK
BLKG	BLOCKING
BD	BOARD
BLDG	BUILDING
CLG	CEILING
CH	CEILING HEIGHT
CL	CENTER LINE
[	CHANNEL
CLR	CLEAR
CO	CLEAR OPENING
CR	COLD ROLLED
COL	COLUMN
CONC	CONCRETE
CD	CONDENSATE DRAIN
CMU	CONCRETE MASONRY UNIT
CONN	CONNECT / CONNECTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
CJ	CONTROL JOINT
DECOR.	DECORATOR
DTL	DETAIL
DIAG	DIAGONAL
DIA.	DIAMETER
DWG(S)	DRAWING / DRAWINGS
EA	EACH
EW	EACH WAY
EWC	ELECTRICAL WATER COOLER
ELV	ELEVATION
ERD	EMERGENCY ROOF DRAIN
EQ	EQUAL
EQUIP	EQUIPMENT
EF	EXHAUST FAN
EXIST	EXISTING
EJ	EXPANSION JOINT
EXT	EXTERIOR
EIFS	EXTERIOR INSULATION FINISH SYSTEM
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FIN	FINISH
FFE	FINISH FLOOR ELEVATION
FE	FIRE EXTINGUISHER
FR	FIRE RATED
FRT	FIRE RETARDANT TREATED
FLR	FLOOR
FD	FLOOR DRAIN
FDN	FOUNDATION
FV	FIELD VERIFY
GALV	GALVANIZED
GA	GAUGE
GC	GENERAL CONTRACTOR
GB	GYPSUM BOARD
HC	HANDICAPPED
HWC	HANDICAPPED WATER CLOSET
HDW	HARDWARE
HT	HEIGHT
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HR	HOUR
INSUL	INSULATION
INT	INTERIOR
JT	JOINT
LAM	LAMINATED
LAV	LAVATORY
LP	LIGHT POLE
MH	MANHOLE
MFD	MANUFACTURED
MFR	MANUFACTURER
MASRY	MASONRY
MB	MASONRY BLOCKOUT
MO	MASONRY OPENING
MAT	MATERIAL
MAX	MAXIMUM
MTL	METAL
MIN	MINIMUM
MR	MOISTURE RESISTANT
MTD	MOUNTED
NIC	NOT IN CONCTRACT
NTS	NOT TO SCALE
NO	NUMBER
OC	ON CENTER
OPP	OPPOSITE
OD	OUTSIDE DIAMETER
PTN	PARTITION
PLAS	PLASTIC
PL	PLATE
PLWD	PLYWOOD
PT	PRESSURE TREATED
R	RADIUS
RL	RAIN LEADER
REINF	REINFORCING
RA	RETURN AIR
RD	ROOF DRAIN
RS	ROOF SCUPPER
RTU	ROOF TOP UNIT
RM	ROOM
RO	ROUGH OPENING
SCHED	SCHEDULE
SECT	SECTION
SHT	SHEET
SIM	SIMILAR
SCW	SOLID CORE WOOD
SPEC	SPECIFICATIONS
SQ FT	SQUARE FOOT
SS	STAINLESS STEEL
STL	STEEL
STRUCT	STRUCTURAL
SUSP	SUSPENDED
T	TEMPERED
TEMP	TEMPORARY
THK	THICKNESS
TH	THRESHOLD
TOM	TOP OF MASONRY
TOS	TOP OF STEEL
TOW	TOP OF WALL
TS	TUBE STEEL
TYP	TYPICAL
URN	URINAL
VTR	VENT THROUGH ROOF
VERT	VERTICAL
WH	WATER HEATER
WWF	WELDED WIRE FABRIC
W	WIDTH
W/	WITH
WD	WOOD

PROJECT DESCRIPTION

PROJECT DESCRIPTION:

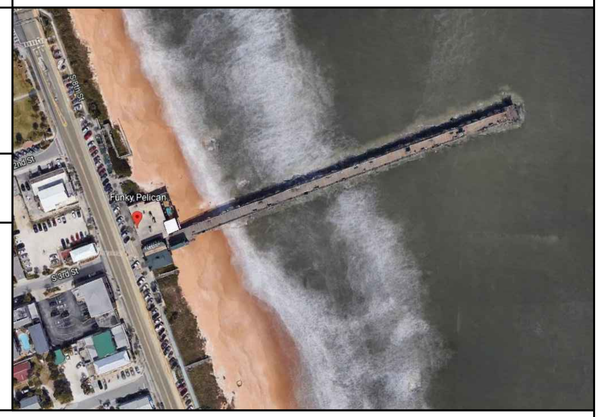
AN EXTERIOR DECK ENCLOSURE RENOVATION

APPLICABLE CODES

APPLICABLE CODES:

FLORIDA BUILDING CODE 8 TH EDITION - BUILDING
FLORIDA BUILDING CODE 8 TH EDITION - ACCESSIBILITY
FLORIDA BUILDING CODE 8 TH EDITION - ENERGY CONSERVATION
FLORIDA BUILDING CODE 8 TH EDITION - FUEL GAS
FLORIDA BUILDING CODE 8 TH EDITION - MECHANICAL
FLORIDA BUILDING CODE 8 TH EDITION - PLUMBING
FLORIDA FIRE PREVENTION CODE 8 TH EDITION
2020 NATIONAL ELECTRICAL CODE

LOCATION MAP



SYMBOL LEGEND

DOOR NUMBER

WINDOW NUMBER

ROOM FINISH NUMBER

REVISION MARK

DETAIL NO. / DWG. NO. — DETAIL KEY

ELEV. NO. / DWG. NO. — INTERIOR ELEVATION KEY

SECT. NO. / DWG. NO. — SECTION KEY

LARGE SCALE DETAIL KEY

SHEET INDEX

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STATE OF FLORIDA
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3/20/2024
REGISTERED ARCHITECT

AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL

COVER SHEET

REV #	DATE:	ISSUE:
	03.20.24	SIGNED SEALED

DATE: 3.01.2024
DRAWN: MM
JOB NO.: 223132
CKECKED: JDP

CS

GENERAL NOTES

DESIGN CRITERIA

THE STRUCTURE IS DESIGNED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE 8TH EDITION
REFERENCE TO OTHER STANDARD SPECIFICATIONS OR CODES SHALL MEAN THE LATEST PUBLICATION.

FOUNDATIONS ARE DESIGNED FOR AN ASSUMED ALLOWABLE LOAD OF 3000 PSF.

SUPERIMPOSED LIVE LOADS:	ROOFS AND CANOPIES: (REDUCIBLE)	20 PSF
	ELEVATED FLOORS:	40 PSF
WIND LOADS:		
BASIC WIND SPEED (ASCE 7):		140 MPH
MEAN ROOF HEIGHT:		10'-0" FT
WIND IMPORTANCE FACTOR (CATEGORY II):		1.0
WIND EXPOSURE:		C
ENCLOSURE CLASSIFICATION:		ENCLOSED
INTERNAL PRESSURE COEFFICIENT:		± 0.18
DIRECTIONALITY FACTOR (Kd):		0.85
SHAPE FACTORS:		PER CODE

1. SUBSURFACE EXPLORATION WORK SHALL BE PERFORMED BY THE OWNER. SOIL BEARING VALUES OF 2,500 POUNDS PER SQUARE FOOT SHALL BE VERIFIED BY A SOILS ENGINEER PRIOR TO COMMENCING FOUNDATION WORK. SOIL BEARING VALUES LESS THAN 2,500 POUNDS PER SQUARE FOOT SHALL NULL AND VOID THE FOUNDATION PLAN.

2. REMOVE ALL TOPSOIL, ORGANICS AND OTHER DELETERIOUS MATERIALS. GRASS, WEEDS AND ROOTS ARE TO BE REMOVED. ALL EXISTING FOUNDATION REMNANTS, OLD SIDEWALKS, UTILITY LINES, ETC., ARE TO BE REMOVED.

3. AFTER CLEARING AND EXCAVATION, THE BUILDING AREA IS TO BE GRADED AND COMPACTED. DENSITY AT THE BUILDING AREA SHALL BE BROUGHT TO 95% ACCORDING TO AASHTO T-180. DENSITY TESTS SHALL BE PERFORMED TO CONFIRM THE DEGREE OF COMPACTION. MINIMUM TESTING FREQUENCY SHALL BE ONE (1) EST PER 2,000 SQUARE FEET.

4. SUITABLE FILL MATERIALS SHALL INCLUDE CLEAN SAND, FREE OF ROOTS, CLAY AND ORGANICS OR OTHER DELETERIOUS MATERIALS, PROPERLY WORKED TO OBTAIN OPTIMUM MOISTURE AND COMPACTION. FILL IS TO BE PLACED IN 12 INCH LIFTS AND BE COMPACTED.

5. PROVIDE SOIL TREATMENT FOR TERMITE CONTROL IN COMPLIANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS FOR ALL PHASES OF THE WORK. APPLY AN OVERALL POISONING AND TERMITE TREATMENT UNDER SURFACE OF FLOOR SLABS AND EXTENDING FIVE (5) FEET BEYOND BUILDING PERIMETER AT THE RATE OF ONE (1) GALLON PER TEN (10) SQUARE FEET. RE-APPLY TREATMENT TO AREAS DISTURBED BY SUBSEQUENT EXCAVATION OR CONSTRUCTION ACTIVITIES FOLLOWING TREATMENT.

1. CONCRETE FORM WORK SHALL COMPLY WITH APPLICABLE PROVISIONS OF ACI "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK-ACI 347". ALL FORMS AND SOIL UNDER CONCRETE SHALL BE THOROUGHLY WETTED BEFORE PLACEMENT OF CONCRETE. INSTALL SLEEVES, INSERTS, ANCHORS AND OTHER DEVICES REQUIRED FOR FASTENING OF OTHER WORK, FORMS, FOOTINGS, COLUMNS, AND BEAMS.

2. EXPANSION JOINTS ADJACENT TO BUILDINGS SHALL BE 1/2" PRE-MOLDED ASPHALT-IMPREGNATED FELT.

3. CONCRETE REINFORCEMENT SHALL COMPLY WITH "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE" ACI-318, LATEST EDITION. DEFORMED BARS SHALL BE ASTM A-615. GRADE 40 DEFORMED NEW BILLET STEEL. SPLICES SHALL BE LAPPED A MINIMUM OF 25 INCHES. WIRE MESH SHALL MEET ASTM A-185 AND BE 6" x 6" #10 GAUGE WELDED FABRIC. LAP EDGES AND ENDS 8" MINIMUM; RAISE MESH 1" MINIMUM ABOVE BOTTOM OF SLAB. FIBERCRETE MAY BE SUBSTITUTED.

4. CONCRETE PROTECTION FOR REINFORCING STEEL SHALL BE AS NOTED BELOW, OR PER LATEST ACI 318 FOR CONDITIONS OTHER THAN THOSE LISTED:
   - CONCRETE CAST AGAINST EARTH.....3"
   - BEAMS AND COLUMNS.....1½"
   - SLABS ON GRADE.....2" FROM TOP
   - FORMED CONCRETE EXPOSED TO EARTH OR WEATHER.....2"
   - SLABS & WALLS NOT EXPOSED TO EARTH OR WEATHER.....1"

5. CAST-IN-PLACE CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:
   - A. PORTLAND CEMENT: PER ASTM C-159, TYPE 1.
   - B. FINE AGGREGATE: SHARP, CLEAN PASSING A #8 SIEVE MEETING ASTM C-33
   - C. COARSE AGGREGATE: ASTM C-33 GRAVEL OR CRUSHED STONE. SIZE GRADED FROM 1' DOWN. SIZE FOR COLUMN AND BEAM POURS SHALL BE 1/2" AND DOWN.
   - D. WATER: SHALL BE POTABLE QUALITY.
   - E. STRENGTH: 3,000 PSI @ 28 DAYS- SLAB-ON-GRADE, W/C RATIO (MAX)= 0.50; 3,000 PSI @ 28 DAYS- FOOTINGS, W/C RATIO (MAX)= 0.55; 3,000 PSI @ 28 DAYS- ALL OTHER CONCRETE, W/C RATIO (MAX)= 0.55
   - F. FINISHES: FORCE COARSE AGGREGATE FROM SURFACE, SCREED LEVEL AND FLOAT.
   - G. CONCRETE SHALL BE FINISHED: INTERIOR - SMOOTH TROWEL; EXTERIOR - BROOM FINISH OR AS NOTED.

6. ALL CONCRETE PROPORTIONING, MIXING, TRANSPORTATION, PLACING, AND CURING SHALL CONFORM TO ACI 301.

7. USE OF CALCIUM CHLORIDE, CHLORIDE IONS, OR OTHER SALTS IS CONCRETE IS PROHIBITED.

8. THE AIR CONTENT IN ALL CONCRETE EXPOSED TO WEATHER SHALL BE BETWEEN 4% & 6%.

9. CHAMFER ALL EXPOSED CORNERS ¾" MINIMUM.

10. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60 UNLESS NOTED OTHERWISE.

11. ALL WELDED WIRE MESH SHALL CONFORM TO ASTM A185. LAP TWO SQUARES AT SPLICES.

12. DO NOT WELD REINFORCING STEEL UNLESS APPROVED IN WRITING BY THE STRUCTURAL ENGINEER.

13. TIE ALL REINFORCING STEEL AND EMBEDS SECURELY IN PLACE PRIOR TO PLACING CONCRETE. THE CONTRACTOR SHALL PROVIDE SUPPORTS TO MAINTAIN THE REQUIRED REINFORCING POSITION. "WET STICKING" DOWELS INTO CONCRETE IS NOT PERMITTED.

14. REINFORCING BARS MAY BE SPLICED ONLY AS SHOWN ON THE DRAWINGS EXCEPT THAT REINFORCING NOTED AS CONTINUOUS MAY BE LAP SPLICED 40 BAR DIAMETERS. LAP SPLICES OF CONTINUOUS REINFORCING IN BEAMS AND TWO-WAY SLABS SHALL BE MADE OVER THE SUPPORT FOR BOTTOM BARS AND AT MID-SPAN FOR TOP BARS.

15. THE CONTRACTOR SHALL COMPARE THE STRUCTURAL PLANS AND DETAILS WITH THE ARCHITECTURAL PLANS AND DETAILS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE COMMENCEMENT OF SHOP DRAWINGS.

16. THE CONTRACTOR SHALL PROVIDE AN ALLOWANCE OF 1% OF TOTAL REINFORCING STEEL FOR THE PROJECT TO BE FABRICATED AND PLACED DURING CONSTRUCTION AT THE DIRECTION OF THE STRUCTURAL ENGINEER, IN ADDITION TO THE REINFORCING STEEL REQUIRED BY THE STRUCTURAL DRAWINGS. THE OWNER SHALL RECEIVE CREDIT FOR ANY UNUSED QUANTITY AT THE END OF THE PROJECT.

7. CONTRACTOR SHALL PROVIDE AND INSTALL, OR PROVIDE FOR OTHER TRADES WHEN REQUIRED, ALL MISCELLANEOUS METAL, STEEL AND METAL FABRICATIONS INCLUDING BUT NOT LIMITED TO HANGERS, ANCHORS, BOLTS, PLATES, SUPPORTS, LINTELS, BRACKETS AND OTHER MISCELLANEOUS ITEMS NECESSARY TO FRAME OR SUPPORT THE WORK.

8. CONTRACTOR SHALL PROVIDE AND INSTALL GALVANIZED STUCCO STOPS, EXPANSION JOINTS AND OTHER ACCESSORIES AS SHOWN ON THE DRAWINGS.

9. TAKE ALL MEASUREMENTS IN FIELD AS REQUIRED TO VERIFY OR SUPPLEMENT THOSE SHOWN ON THE DRAWINGS AND ASSUME RESPONSIBILITY FOR FIT OF ALL STRUCTURAL MEMBERS, STEEL JOISTS AND MISCELLANEOUS METALS.

10. SEPARATE ALL DISSIMILAR METALS TO PREVENT ELECTROLYSIS.

WOOD FRAMING

1. ALL WOOD FRAMING SHALL BE FABRICATED AND INSTALLED PER AITC AND TPI AND NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION.

2. ALL STRUCTURAL WOOD MEMBERS SHALL HAVE A MINIMUM EXTREME FIBER STRESS IN BENDING (FB)=1200 PSI.

3. UNLESS NOTED OTHERWISE THE FOLLOWING MINIMUM LUMBER GRADES SHALL BE USED:
   - A. STRUCTURAL LIGHT FRAMING SIZE 2" TO 4" THICK x 2" TO 4" WIDE - NO. 2 OR #2 HEM / FIR OR BETTER.
   - B. STUDS SIZE 2" TO 4" THICK X 2" TO 6" WIDE - STUD GRADE.
   - C. STRUCTURAL JOISTS AND PLANKS SIZE 2" TO 4" THICK X 5" AND WIDER - NO. 2 OR BETTER.
   - D. LIGHT FRAMING SIZE 2" TO 4" THICK X 2" TO 4" WIDE-STANDARD OR BETTER.

4. PLYWOOD SHEATHING OR STRAND BOARD SHALL BE APA STRUCTURAL 1, GROUP 1 SIZE AND SPAN RATING AS SHOWN ON THE DRAWINGS. NAIL WITH 8D NAILS AT 6" O.C. ALONG PANEL EDGES AND 12" O.C. AT INTERMEDIATE SUPPORTS.

5. ALL WOOD MEMBERS EXPOSED TO WEATHER OR IN CONTACT WITH MASONRY, CONCRETE OR SOIL SHALL BE PRESSURE-TREATED.

6. CONTRACTOR SHALL PROVIDE ALL FASTENING DEVICES NECESSARY AND SUITED FOR EACH APPLICATION. FASTENINGS SUBJECT TO MOISTURE SHALL BE HOT-DIP GALVANIZED TO ASTM A-153-80.

7. SOLID BLOCK ALL JOISTS AND RAFTERS AT POINTS OF SUPPORT.

8. PROVIDE ALL "DEADWOOD" AS REQUIRED FOR FINISHES, FIRE REQUIREMENTS AND WALL-HUNG EQUIPMENT.

9. NAILS SHALL BE RIGHT COMMON WIRE NAILS, HOT-DIPPED GALVANIZED FOR EXTERIOR WORK, SUB-DRILLED WHERE NECESSARY.

10. CLIPS, CONNECTIONS, HANGERS, HOLD-DOWNS, ETC. SHOWN ON THESE DRAWINGS ARE SIMPSON STRONG-TIE CONNECTORS, UNLESS OTHERWISE NOTED. FASTENERS OF OTHER MANUFACTURERS MAY BE SUBSTITUTED PROVIDED THE LOAD VALUES OF THE SUBSTITUTED FASTENER FOR GROUP II WOOD SPECIES EQUALS OR EXCEEDS THE SPECIFIED FASTENER.

11. NAILING OF ALL MEMBERS SHALL BE IN ACCORDANCE WITH THE BUILDING CODE. SEE CODE FOR TABLE.

12. ALL SLEEPERS AND SILLS SHALL BE MADE OF PRESSURE TREATED WOOD.

13. AT OPENINGS PROVIDE TWO STUDS UNDER HEADER. STUDS FULL HEIGHT EACH SIDE OF EXTERIOR OPENINGS SHALL EQUAL ONE HALF THE NUMBER OF STUDS INTERRUPTED BY THE OPENING ROUNDED UP (I.E., IF 6 STUDS ARE INTERRUPTED BY THE OPENING PROVIDE 2 FULL HEIGHT STUDS EACH SIDE OF THE OPENING IN ADDITION TO THE STUDS UNDER THE HEADER).

14. FOR TYPICAL DOOR AND WINDOW OPENINGS 4'-0" OR LESS, DOOR AND WINDOW OPENINGS GREATER THEN 4'-0" LSTA21 STRAPS SHALL WRAP OVER TOP PLATE

15. EPOXIED 1/2" THREADED ROD & COUPLER ANCHOR SYSTEM MAX. 4'-0" O.C. OR 5/8" @ 6'-0" O.C., AND WITHIN 12" OF ALL CORNERS AND EACH SIDE OF ALL OPENINGS WITH 2" WASHER AND NUT. 4" EMBEDMENT INTO SLAB.

16. ROOF SHEATHING SHALL 5/8" ZIP SYSTEM SHEATHING, FASTENED W/ 8D RING SHANK NAILS SPACED 3" O.C. AT EDGES & 6" O.C. INTERMEDIATE FRAMING.

17. WALL SHEATHING SHALL BE 1/2" ZIP SYSTEM WALL SHEATHING FASTENED W/ 8D COMMON (OR EQUAL) SPACED 4" O.C. AT EDGES & 8" O.C. INTERMEDIATE FRAMING. OVER 2X6 SYP WOOD STUDS @ 16" O.C.

18. NON SHEAR WALL WOOD WALL SHEATHING SHALL BE UNBLOCKED. FASTEN SHEATHING TO STUDS w/8d @ 6" OC AT PANEL EDGES AND AT 12" OC AT INTERMEDIATE SUPPORTS. FOR NAILING REQUIREMENTS AT SHEAR WALLS, SEE SHEAR WALL SCHEDULE.

19. FLOOR DECKING 3/4" T&G PLYWOOD GLUED SCREWED @ 6" O.C. W/ 2" LONG SCREWS

20. PROVIDE A MINIMUM OF 3 STUDS UNDER BEAMS OR GIRDER TRUSSES CARRYING FLOOR OR ROOF LOADS.

21. ROOF JOIST SHALL BE LATERALLY SUPPORTED AT THE ENDS BY SOLID BLOCKING OR DIAGONAL STRUTS. SUCH BRIDGING MAY BE OMITTED WHERE END OF JOIST IS NAILED TO A HEADER, BAND JOIST OR TO AN ADJOINING STUD. ALSO PROVIDE SOLID BLOCKING OR DIAGONAL STRUTS AT 8'-0" MAXIMUM SPACING.

22. ALL DOUBLE HEADERS SHALL BE NAILED TOGETHER WITH 16d NAILS STAGGERED AT 16" ON CENTERS 2" FROM TOP AND BOTTOM. HEADERS SHALL BE 2-2x12, UNLESS OTHERWISE NOTED.

23. HOLES AND NOTCHES MUST BE APPROVED BY THE ENGINEER. IF APPROVED, THE NOTCHES ON THE ENDS OF JOISTS SHALL NOT EXCEED ONE-FOURTH THE DEPTH. HOLES BORED FOR PIPE OR CABLE SHALL NOT BE WITHIN THE TOP OR BOTTOM THIRD OF THE JOIST DEPTH AND THE DIAMETER OF SUCH HOLE SHALL NOT EXCEED ONE-THIRD THE JOIST DEPTH NOTCHES FOR PIPES IN THE TOP OR BOTTOM OF JOISTS SHALL NOT EXCEED ONE-SIXTH THE JOIST DEPTH AND SHALL NOT BE LOCATED IN THE MIDDLE ONE-THIRD OF THE SPAN.

24. STRESS GRADE: SOUTHERN PINE NO. 2 OR ENGINEER APPROVED EQUAL. ALL DESIGN VALUES ARE UNDER NORMAL LOADING AND IN DRY CONDITIONS OF SERVICE. SYP MAY BE SUBSTITUTED FOR SPF.

25. PRESSURE-TREAT LUMBER IN ACCORDANCE WITH THE MANUAL OF RECOMMENDED PRACTICE OF THE AMERICAN WOOD PRESERVERS ASSOCIATION (AWPA).

26. ALL FASTENERS AND NAILS IN CONTACT WITH PRESSURE TREATED LUMBER SHALL BE MADE OF TYPE 304 OR TYPE 316 STAINLESS STEEL UNLESS THE LUMBER IS TREATED WITH CCA-C OR SBX (DOT), BUT NOT SBX (DOT) WITH SODIUM SILICATE (NaSiO2).

27. UNLESS OTHERWISE NOTED, USE THE FOLLOWING MINIMUM GRADE OF LUMBER FOR FRAMING:

FRAMING	MINIMUM GRADE
SILL ON FOUNDATION WALLS OR SLAB ON GRADE	NO. 3 SYP
JOISTS, RAFTERS & HEADERS	NO. 2 SYP
PLATES, CAPS & BUCKS	NO. 2 SYP
STUDS	SEE SCHEDULE
POSTS & COLUMNS	NO. 2 SYP

28. CONNECT OVER FRAMING (SUCH AS VALLEY TRUSSES) TO MAIN ROOF FRAMING BELOW WITH SIMPSON VTC2 WITH 4-10d NAILS INTO TRUSS AND 5-10d x 1½" NAILS INTO OVER FRAMING OR 1¼"x16 ga TWIST STRAP @ 48" MAX W/4-10d NAILS EACH END OF STRAP.

29. POST BASE AND CAPS FOR 4x4 AND 6x6 POST SHALL BE SIMPSON CB SERIES AT BASE AND CC SERIES AT CAP USE CORNER CAPS AT CORNER POSTS.

30. CONVENTIONAL FASTENING AND STRAPPING HAVE BEEN SHOWN ON THESE DRAWINGS TO RESIST WIND LOADING. AN ALTERNATE SYSTEM USING FULL HEIGHT BOLTED RODS, CABLES, ETC. MAY BE SUBMITTED AS AN ALTERNATE. SUBMIT DETAILED SHOP DRAWINGS AND CALCULATIONS SIGNED AND SEALED BY A REGISTERED ENGINEER FOR APPROVAL PRIOR TO FABRICATION. THE SUBMITTAL SHALL ADDRESS THE FOLLOWING:
   - THE TOP PLATE MUST BE CONSIDERED AS TWO SEPARATE MEMBERS FOR TRANSFERRING UPLIFT FORCES TO THE ALTERNATE SYSTEM, UNLESS IT IS NAILED TOGETHER TO ACT AS ONE MEMBER (I.E. ½"/1" CALCULATION REQUIRED).
   - WOOD WALL SHEATHING MAY BE USED TO TRANSFER THE UPLIFT FORCES PROVIDED ADDITIONAL NAILING IS PROVIDED AT THE TOP PLATE. NAIL SPACING AT SHEAR WALLS WILL NEED TO BE INCREASED. SHEAR WALLS WITH 3" EDGE NAILING MAY NOT BE USED TO TRANSFER UPLIFT FORCES,
   - SINCE NAILING CAN NOT BE INCREASED. IF APPLICABLE, SEE SHEAR WALL DETAIL.
   - GYPSUM BOARD WALL SHEATHING (EXCEPT AT GYP. BOARD SHEAR WALLS) MAY BE USED TO TRANSFER UPLIFT FORCES PROVIDED SPECIAL NAILING IS PROVIDED.
   - SHEAR WALL SILL ANCHOR BOLT SPACING MUST BE PER THE SHEAR WALL SCHEDULE. HOWEVER, AS EACH BOLT FOR THE ALTERNATE SYSTEM MAY REPLACE ONE SCHEDULED ANCHOR BOLT.
   - SHEAR WALL HOLD-DOWN AND FLOOR TO FLOOR STRAPPING AT END POSTS MUST BE PROVIDED AS SCHEDULED UNLESS A SBCI REPORT OR OTHER TESTING IS PROVIDED SHOWING THAT LATERAL SHEAR WALL DEFLECTION IS WITHIN ACCEPTABLE LIMITS.
   - CABLE SYSTEMS MUST BE PRE-TENSIONED TO RESIST UPLIFT LOADING. SUBMIT TENSIONING PROCEDURE FOR APPROVAL.
   - TRUSSES AND CONVENTIONAL FRAMING WILL BE FASTENED WITH CONVENTIONAL FASTENERS AS SHOWN ON THESE DRAWINGS, UNLESS AN ALTERNATE PROCEDURE IS SUBMITTED FOR APPROVAL.
   - RODS OR CABLES SHALL BE TIED OFF AT EACH FLOOR. IF NOT, END POSTS SPECIFIED AT THE GROUND FLOOR SHALL BE USED FULL HEIGHT.

WOOD TRUSSES

1. PRE-FABRICATED STRUCTURAL TRUSSES SHALL COMPLY WITH NFPA NATIONAL DESIGN SPECIFICATIONS FOR WOOD CONSTRUCTION. TPI DESIGN SPECIFICATIONS FOR METAL PLATE CONNECTED WOOD TRUSSES AND AITC 100.

2. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS INDICATING ACTUAL TRUSS LAYOUT, DESIGN, WIND UPLIFT AT BEARING LOCATIONS, NUMBER AND TYPES OF TRUSSES, ETC. SHOP DRAWINGS AND CALCULATIONS SHALL BE SIGNED AND SEALED BY A REGISTERED PROFESSIONAL ENGINEER. TRUSS MANUFACTURER SHALL COORDINATE AND VERIFY ALL TRUSS DIMENSIONS AND DESIGNS WITH ARCHITECT'S DRAWINGS.

3. CONTRACTOR SHALL COORDINATE WITH TRUSS MANUFACTURER TO ENSURE ADEQUATE BEARING IS PROVIDED AT END REACTIONS OF ALL GIRDER TRUSSES.

4. TRUSS MANUFACTURER SHALL SUBMIT SHOP DRAWINGS TO THE CONTRACTOR AND ARCHITECT SHALL BE REVIEW AND APPROVAL PRIOR TO FABRICATION. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION OF DIMENSIONS, MATERIALS AND CONDITIONS.

5. AT VOLUME CEILING CONDITIONS, ALIGN TRUSSES TO PROVIDE A SMOOTH UNBROKEN INTERIOR WALL SURFACE FROM FLOOR TO CEILING.

6. BRACE TRUSSES DURING ERECTION AND AFTER PERMANENT INSTALLATION TO COMPLY WITH TPI BWT-76. TEMPORARY TRUSS BRACING SHALL BE INSTALLED IN ACCORDANCE WITH "RECOMMENDED DESIGN SPECIFICATIONS FOR TEMPORARY BRACING OF METAL PLATE CONNECTED WOOD TRUSSES" (TPI-DSB) AND "COMMENTARY AND RECOMMENDATIONS FOR HANDLING, INSTALLING AND BRACING METAL PLATE CONNECTED WOOD TRUSSES" (TIB-HIB). INSTALL ALL WEB BRACING REQUIRED BY THE TRUSS DESIGNER. TEMPORARY BOTTOM CHORD AND WEB BRACING SHALL REMAIN PERMANENTLY IN PLACE.

7. ALL METAL CONNECTIONS AND FABRICATIONS SHALL COMPLY WITH A.I.S.C. SPECIFICATIONS.

8. TRUSS MANFG'R. SHALL SUBMIT SHOP DRAWINGS TO THIS OFFICE BY THE CONTRACTOR FOR APPROVAL PRIOR TO FABRICATION. BOTH OFFICES MUST APPROVE THE TRUSS LAYOUT.

9. BUILDER IS RESPONSIBLE FOR ADEQUATE BRACING OF STRUCTURAL AND NON-STRUCTURAL MEMBERS DURING CONSTRUCTION PROCESS.

10. ROOF FRAMING PLAN AND TRUSS TYPES ARE DIAGRAMMATIC AND ARE INTENDED TO INDICATE DESIGN CONCEPT ONLY FOR ROOF CONFIGURATION.

11. TRUSSES SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH ANSI/TPI1 "NATIONAL DESIGN STANDARDS FOR METAL-PLATE-CONNECTED WOOD TRUSS CONSTRUCTION".

12. FLOOR TRUSS DESIGN CRITERIA
   - LIVE LOAD ..... SEE DESIGN CRITERIA THIS SHEET
   - DEAD LOAD ..... 20 PSF

13. COORDINATE FLOOR TRUSS LOCATIONS/CONFIGURATION WITH PLUMBING WALLS AND HVAC EQUIPMENT SO AS TO AVOID CONFLICTS. SEE MECHANICAL DRAWINGS FOR EXACT LOCATIONS OF DUCTS, STACKS, PIPES, ETC.

HIP ROOF NAILING PATTERNS

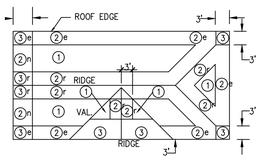
1. TRUSSES MUST BE CAPABLE OF TRANSFERRING LATERAL LOADS TO BEARING WALLS.

2. TRUSSES, GIRDERS, AND BEAM TIE DOWNS TO BE SIZED PER TRUSS MANUFACTURERS UPLIFT CALCULATIONS. ANY QUESTIONS AS TO THE SIZE, TYPE, OR VALUE OF A NAIL, STRAP OR CLIP SHOULD BE VERIFIED BY THE STRUCTURAL ENGINEER.

3. ROOF NAILING PATTERN (UNLESS NOTED OTHERWISE)
   - (1) ZONE 1 - USE 8d RING SHANK @ 6" O.C. AT EDGES AND 12" O.C. INTERMEDIATE FRAMING
   - (2) ZONE 2 - USE 8d RING SHANK @ 6" O.C. AT EDGES AND 6" O.C. INTERMEDIATE FRAMING
   - (3) ZONE 3 - USE 8d RING SHANK @ 4" AT EDGES FOR GABLE END AND 6" OTHERWISE AND 6" O.C. INTERMEDIATE FRAMING.

4. SEE ROOF PLAN FOR SHEATHING SPECIFICATIONS.

5. END JOINTS OF THE ROOF SHEATHING SHALL BE STAGGERED AND OCCUR OVER FRAMING MEMBERS.



ZONE CHART

COMPONENTS & CLADDING WIND LOADS (PSF)

ZONE	(1)	+35.2,-63.1
ZONE	(2)e	+35.2,-87.1
ZONE	(2)n	+35.2,-87.1
ZONE	(2)r	+35.2,-87.1
ZONE	(3)e	+35.2,-87.1
ZONE	(3)r	+35.2,-87.1
OVERHANGS	(1)	-75.6
OVERHANGS	(2)e	-97.7
OVERHANGS	(2)r	-97.7
OVERHANGS	(3)e	-117.0
OVERHANGS	(3)r	-117.0

SUPPLEMENTARY NOTES

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, ADEQUACY, AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC. THE STRUCTURAL ELEMENTS ARE NOT CONSIDERED STABLE UNTIL THE STRUCTURE IS COMPLETE.

2. REVIEW OF THE SUBMITTAL INFORMATION SHALL BE FOR GENERAL REQUIREMENTS OF THE PROJECT, AND SHALL NOT INCLUDE CHECKING OF DETAILED DIMENSIONS OR DETAILED QUANTITIES, NOR REVIEW OF THE CONTRACTOR'S SAFETY MEASURES ON OF OFF THE WORK SITE OR THE MEANS AND METHODS OF DOING ANY WORK.

3. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND ARCHITECTURAL AND STRUCTURAL PLAN DIMENSIONS AND ELEVATIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION AND NOTIFY THE STRUCTURAL ENGINEER OF ANY CONFLICTS.

4. ALL STRUCTURAL OPENINGS AROUND OR AFFECTED BY MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT SHALL BE VERIFIED WITH EQUIPMENT PURCHASED BEFORE PROCEEDING WITH STRUCTURAL WORK AFFECTED.

5. EMBEDMENT FOR EXPANSION BOLTS SHALL BE 4¾" MINIMUM FOR ⅝"ø BOLTS IN CONCRETE OR GROUTED MASONRY. EXPANSION BOLTS SHALL BE HILTI KWIK BOLT 3 OR EQUAL.

6. EPOXY GROUT SHALL BE HY150 CARTRIDGE SYSTEM BY HILTI: (HILTI RE500, IF HOLE IS CORED INSTEAD OF DRILLED) OR APPROVED EQUAL, UNLESS NOTED OTHERWISE. EMBEDMENT SHALL BE 12 BAR DIAMETER MINIMUM, UNLESS NOTED OTHERWISE. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS PRINTED INSTRUCTIONS.

7. ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW SHALL BEAR THE SEAL OF AN ENGINEER REGISTERED IN THE STATE OF THE PROJECT.

8. GENERAL CONTRACTOR MUST REVIEW AND APPROVE SHOP DRAWINGS PRIOR TO SUBMITTAL TO ARCHITECT/ENGINEER. SUBMITTALS WHICH DO NOT CONTAIN THE CONTRACTOR'S SHOP DRAWING STAMP OR HAVE BEEN MERELY "RUBBER STAMPED" SHALL BE RETURNED WITHOUT REVIEW.

9. THE CONTRACTOR SHALL NOT SCALE DRAWINGS. DIMENSIONS SHOWN ON ARCHITECTURAL AND STRUCTURAL PLANS AND DETAILS WILL CONTROL.

GENERAL STRUCTURAL NOTES:

1.) ALL ROOF STRUCTURE MEMBERS, (INCLUDING: SOFFIT, FASCIA, FLASHING, DRIP-EDGE, MOISTURE BARRIERS, SHINGLES, TILE, AND METAL SHEATHING), SHALL BE INSTALLED IN COMPLIANCE WITH 2020 FBC 7TH EDITION.

2.) ALL EXTERIOR WOOD FRAME WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. SEE SHEAR WALL DETAILS.

3.) ALL C.M.U. WALLS ARE TO BE BUILT AS SHEAR WALL OR SHEAR WALL SEGMENT. PROVIDE ONE SOLID CELL AT EACH END WITH (1) #5ø ROD FROM FTG. TO TIE BEAM ALL SPLITS ON REBAR TO BE 25" MIN.

4.) EPOXY MAY BE USED IF J-BOLT OR DOWN ROD IS MISSING. 1/2"ø EDGE W/ 2" WASHER MAY BE SUBSTITUTED, (EMBEDDED 7" MIN.).

5.) TRUSS ANCHORS IN THE TIE BEAM MAY BE OFFSET 2" MAX. WITH BLOCKING.

6.) ALL DOUBLE TOP PLATES AT THE SHEAR AND BEARING WALLS SHALL HAVE MIN. OF 4'-0" OVERLAP PROVIDE 12-16D NAILS (TYP.).

7.) 3 EA. HILTI SHOT - 1-1/4" PINS #111 MAY BE USED IF HURRICANE STRAP IS MISSING.

8.) FASTENERS TO BE CORROSION RESISTANT CONFORMING TO 1507.2.6 FBC, R905.2.5 FBC-R, ASTM F 1667 & ASTM A 641, CLASS 1.

9.) UNDERLAYMENT TO COMPLY WITH 1507.2.3 FBC, R905.2.3 FBC-R & (TESTING PER ASTM D 226 TYPE 1 OR ASTM D 4869, TYPE 1).

10.) FLASHING TO COMPLY WITH 1507.2.9 FBC, R905.2.8 FBC-R.

11.) DRIP EDGE TO COMPLY WITH 1507.3.9.3 FBC, R905.2.8.6 FBC-R.

12.) ALL NAILS SHALL BE RING SHANK

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3.20.2024
REGISTERED ARCHITECT

AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL

GENERAL NOTES

Rev #	Date:	Issue:
	03.20.24	SIGNED SEALED

DATE: 3.01.2024
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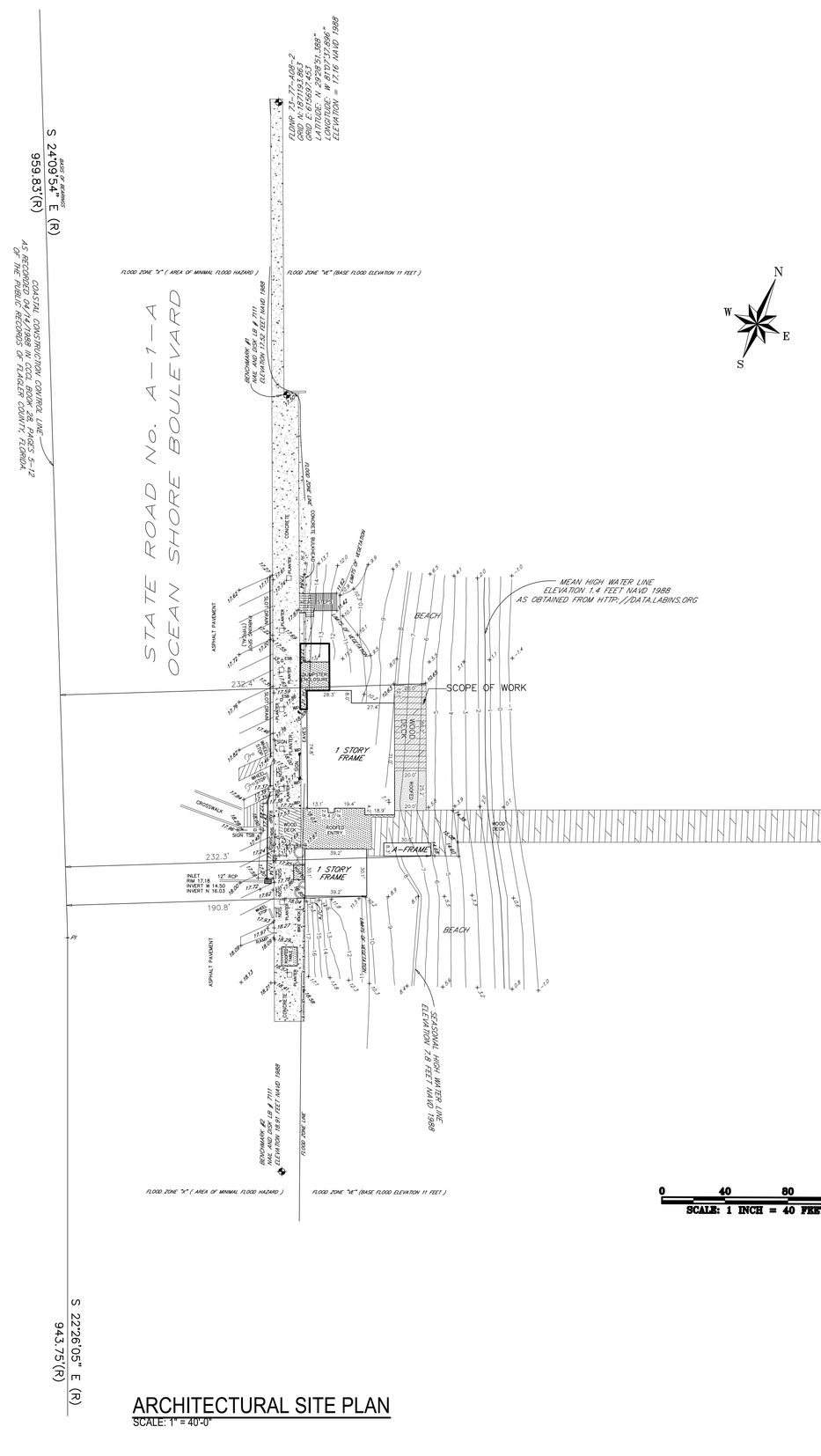
GN



ARCHITECTURAL SITE PLAN

SCALE: 1" = 40'-0"

GENERAL DESCRIPTION

MOODY SUBDIVISION EAST OF A1A OPPOSITE 3RD STREET
BLOCK 9 WEST OF MEAN HIGH WATER LINE AND OPPOSITE
BLOCK 9, LOTS 10 AND SOUTH HALF LOT 9 AND OPPOSITE
BLOCK 10 LOTS 1 AND 2 DEED BOOK 17, PAGE 136 OFFICIAL
RECORDS 764, PAGE 1963

NOTE:

STATE PLANE COORDINATES AS SHOWN HEREON ARE REFERENCED TO
THE NORTH AMERICAN DATUM OF 1983/90 – UNITED STATES FEET –
FLORIDA ZONE EAST, AND WERE OBTAINED USING ASHTECH PROMARK 2 RECEIVERS
AND ASHTECH SOLUTIONS SOFTWARE VERSION 2.60 AS REFERENCED FROM
FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENTS 73-77-A10 AND 73-07-A08-2.
MONUMENT COORDINATES WERE OBTAINED FROM THE DIVISION OF WATER RESOURCE MANAGEMENT
BUREAU OF BEACHES AND COASTAL SYSTEMS, COASTAL DATA ACQUISITION:

FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENT 73-77-A10
NORTHING 1877525.491 – EASTING 612981.360 – ELEVATION 19.86 FEET NAVD 1988

FLORIDA DEPARTMENT OF NATURAL RESOURCES MONUMENT 73-07-A08-2
NORTHING 1871193.863 – EASTING 615697.453 – ELEVATION 17.16 FEET NAVD 1988

LEGEND

PI	= POINT OF INTERSECTION
R/W	= RIGHT OF WAY
LB	= LICENSED BUSINESS
CONC	= CONCRETE
(R)	= RECORD
(M)	= MEASURED
PI	= POINT OF INTERSECTION
LP	= LIGHT POLE
C/O	= CLEAN-OUT
ESB	= ELECTRIC SERVICE BOX
WP	= WOOD POST
TSB	= TELEPHONE SERVICE BOX
RCP	= REINFORCED CONCRETE PIPE
FLDNR ■	= FLORIDA DEPARTMENT OF NATURAL RESOURCES CONCRETE MONUMENT
COCL	= COASTAL CONSTRUCTION CONTROL LINE
× 13.8	= EXISTING SPOT ELEVATIONS
10	= EXISTING CONTOUR

NOTES

THE PARCEL OF LAND AS SHOWN HEREON LIES WITHIN FEDERAL FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AND FLOOD ZONE "VE" (COASTAL FLOODPLAIN BASE FLOOD ELEVATION 11 FEET) AS DEPICTED ON FLOOD INSURANCE RATE MAP No. 12035C-0232-E, COMMUNITY No. 120087 FOR THE CITY OF PALM COAST FLAGLER COUNTY, FLORIDA AS REVISED 06/06/2018.

THE BASIS OF BEARING AS SHOWN HEREON IS THE COASTAL CONSTRUCTION CONTROL LINE HAVING AN ASSUMED BEARING OF S 24°09'54" E.

OWNERSHIP OF FENCES NOT DETERMINED BY THIS SURVEY.

ALL ELEVATIONS AS SHOWN HEREON ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD-1988)

FENCE POSITIONS MAY BE SHOWN EXAGGERATED FOR CLARITY.

ALL CALCULATED DATA IS BASED ON FIELD MEASUREMENT.

ENCROACHMENTS AS SHOWN HEREON ARE ONLY THOSE ABOVEGROUND, VISIBLE OBJECTS OBSERVED BY THE SURVEYOR.

THIS SURVEY DOES NOT REFLECT OR DETERMINE OWNERSHIP.

NO UNDERGROUND STRUCTURES, UTILITIES OR FOUNDATIONS WERE LOCATED OR DETERMINED BY THIS SURVEY.

THE PARCEL OF LAND AS SHOWN HEREON WAS NOT ABSTRACTED FOR DEEDS, DEED RESTRICTIONS, EASEMENTS OR RIGHTS OF WAY OF RECORD.

THIS SURVEY IS NOT VALID UNLESS IT IS SIGNED AND EMBOSSED WITH THE SIGNING SURVEYORS SEAL.

THIS SURVEY IS CERTIFIED TO AND FOR THE USE AND BENEFIT OF:
CITY OF FLAGLER BEACH PIER
GRANDVIEW FLAGLER PARTNERS

SUBJECT TO THE ABOVE CONDITIONS AND RESTRICTIONS I HEREBY CERTIFY THAT THE SURVEY SHOWN HEREON WAS PERFORMED BY EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY CONFORMS TO SECTIONS 5J-17.051, 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

ATLANTIC OCEAN

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3.20.2024

AN EXTERIOR DECK ENCLOSURE RENOVATION
FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL

ARCHITECTURAL SITE PLAN

Rev #	DATE:	ISSUE:
	03.20.24	SIGNED SEALED

DATE: 3.01.2024
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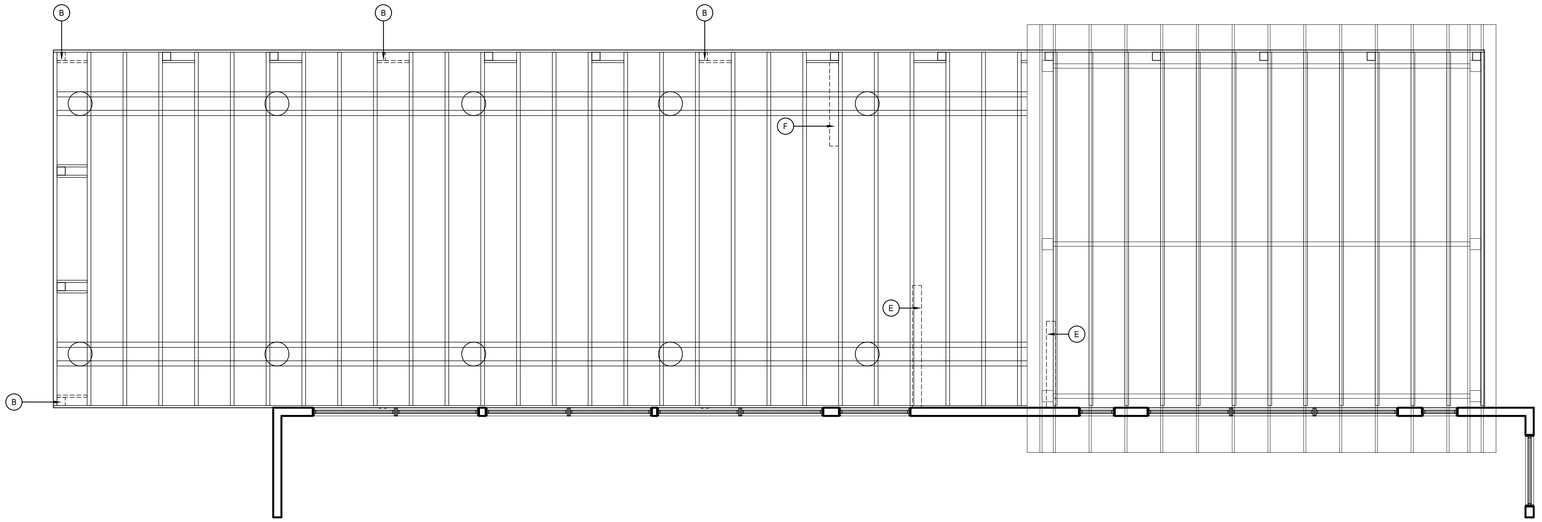
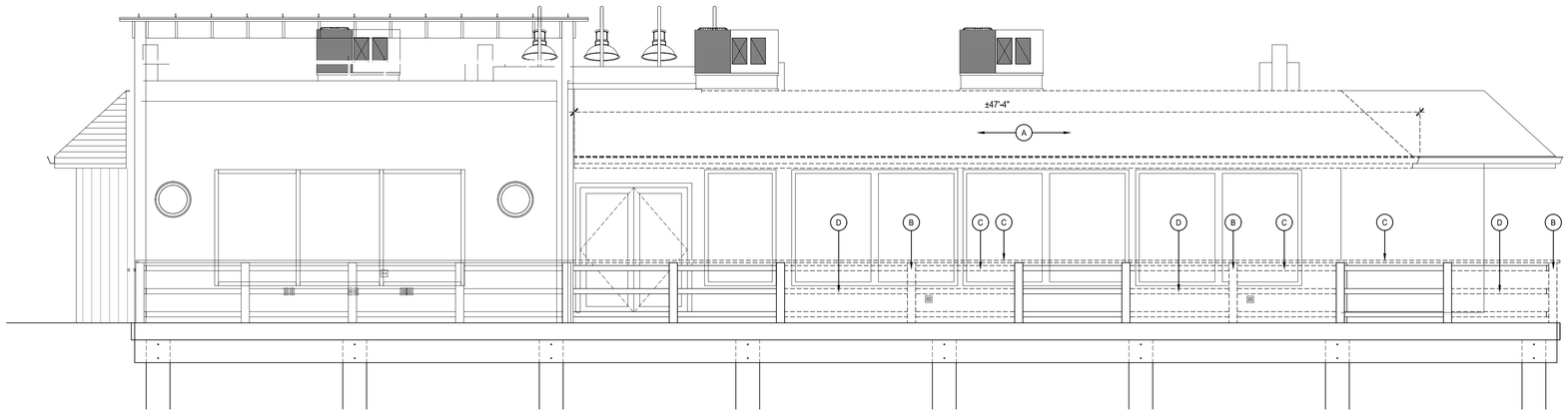
JOB NO.: 223132
CKECKED: JDP

SP-1



DEMO FRAMING PLAN
SCALE: 1/4" = 1'-0"



DEMO EAST ELEVATION
SCALE: 1/4" = 1'-0"

DEMOLITION NOTES:

1– THE CONTRACTOR SHALL ACQUAINT THEMSELVES WITH THE EXISTING STRUCTURE PRIOR TO CONSTRUCTION.

2– ANY CONDITIONS NOT SHOWN ON DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION.

3– WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWING.

4– THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND REPORT DISCREPANCIES TO THIS OFFICE PRIOR TO CONSTRUCTION.

5– CONTRACTOR SHALL EXERCISE CARE DURING DEMOLITION AND REMOVAL TO ASSURE THAT ITEMS SCHEDULED FOR DEMOLITION ARE PROPERLY REMOVED AND ITEMS TO REMAIN ARE PROTECTED FROM DAMAGE.

6– ALL FINISHES AND SURFACES TO REMAIN. WHATEVER IS DAMAGED DURING DEMOLITION AND NEW CONSTRUCTION SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.

7– THE CONTRACTOR SHALL PROVIDE THE NECESSARY TEMPORARY CLOSING OF ALL NEW OPENINGS IN WALLS, ROOFS OR FLOORS AT THE END OF EACH DAY'S WORK TO KEEP THE BUILDING WEATHER TIGHT AND SECURE.

8– THE ARCHITECT SHALL NOT BE RESPONSIBLE OR LIABLE FOR THE INTEGRITY OR CORRECTNESS OF THE EXISTING BUILDING AND IT'S COMPONENTS.

9– REMOVE ALL PLUMBING FIXTURES AND ELECTRICAL EQUIPMENT INDICATED FOR REMOVAL ON THE DEMOLITION PLAN AND CAP OR TIE OFF TO INSURE THE SAFETY OF INDIVIDUALS IN THESE AREAS. THE CONTRACTOR SHALL PROVIDE PROPER SHORING OF ALL STRUCTURAL MEMBERS THAT WILL REMAIN, PRIOR TO THE REMOVAL OF EXISTING SUPPORTS.

10– THE CONTRACTOR SHALL PATCH, REPAIR OR REPLACE EXISTING WORK DAMAGED BY NEW CONSTRUCTION.

11– EQUIPMENT SUCH AS HOT WATER HEATERS, AIR CONDITIONING EQUIPMENT, ELECTRIC PANELS AND ELECTRIC EQUIPMENT ETC., SHALL NOT BE REMOVED IF NOT INDICATED TO BE REMOVED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.

12– CONTRACTOR SHALL OBTAIN WRITTEN APPROVAL OF THE ARCHITECT FOR SUBSTITUTIONS MADE IN SPECIFIED EQUIPMENT, MATERIALS AND COLORS.

13– THE CONTRACTOR SHALL VERIFY ROUGH OPENING SIZES OF DOORS AND WINDOWS PRIOR TO CONSTRUCTION.

14– THE CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO ALL EXISTING WORK, FURNISHINGS, AND FIXTURES/APPLICANCIES THAT ARE TO BE RETAINED, SO THAT THEY WILL NOT BE DAMAGED.

15– THE CONTRACTOR SHALL CORRECT ANY EXISTING CODE VIOLATIONS DURING THE PROCESS OF CONSTRUCTION.

16– ANY VARIATIONS AND/OR DISCREPANCIES DUE TO "AS BUILT CONDITIONS" SHALL BE MADE KNOWN TO THE ARCHITECT, PRIOR TO CONSTRUCTION FOR REVIEW AND RECOMMENDATION.

17– ALL WORKMANSHIP SHALL BE NEAT, CLEAN, TRUE AND CORRECT.

18– ALL AREAS WHERE NEW FOOTINGS AND/OR SLABS ARE PLACED, SHALL BE EXCAVATED FREE OF ALL ORGANIC MATERIAL, FILLED WITH CLEAN TERMITE TREATED FILL AND COMPACTED TO 95% DENSITY (2500 PSF MINIMUM BEARING).

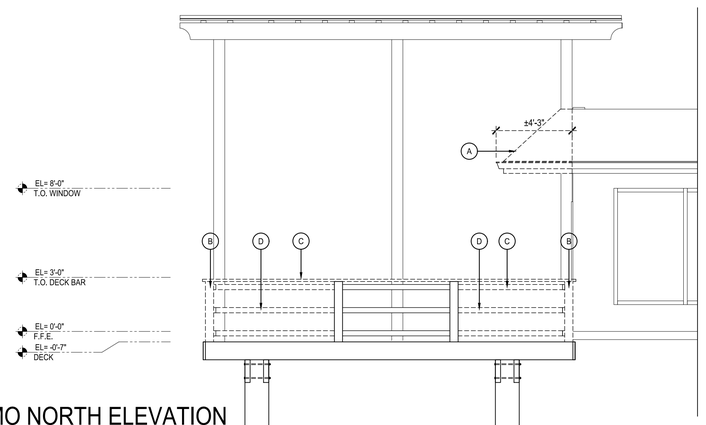
19– EXISTING ROOF MUST BE PROPERLY SHORED PRIOR TO REMOVAL OF ANY EXISTING BEARING WALLS, WOOD POSTS OR COLUMNS.

20– IMPROVE THE SOIL UNDER ANY EXISTING FOOTING, WHICH WILL TAKE ADDITIONAL LOAD FROM NEW FLOORS ADDITION AND THE AREA OF ANY ISOLATED OR CONTINUOUS FOOTING BY PRESSURE GROUTING. THE SPACING OF GROUT INJECTION POINTS NOT EXCEED 12 INCHES CENTER TO CENTER AND SHOULD BR PERFORMED TO A DEPTH OF MINIMUM 8 FEET BELOW THE BASE OF ANY EXISTING OR NEW FOOTINGS.

BUILDING MATERIALS

- (A) REMOVE MANSARD
- (B) REMOVE 4X4 POSTS AT THESE LOCATIONS
- (C) REMOVE GUARD RAIL SECTION
- (D) REMOVE S/S CABLES & RAILING BEFORE REMOVING 4X4 POSTS
- (E) REMOVE & RELOCATE DRINK RAIL
- (F) REMOVE DRINK RAIL

NOTE:
CONTRACTOR TO VERIFY CONDITION OF EXISTING FRAMING AND FINISHES FOR ANY DAMAGE. IF DAMAGE HAS BEEN FOUND BEYOND THE EXTENT OF THIS PHASE OF PROJECT, GC TO COMMUNICATE FINDINGS IMMEDIATELY TO ARCHITECT IN WRITING.



DEMO NORTH ELEVATION
SCALE: 1/4" = 1'-0"

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3.20.2024
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FLAGLER BEACH, FL

DEMOLITION FLOOR PLAN

REV #	DATE:	ISSUE:
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DATE: 3.01.2024
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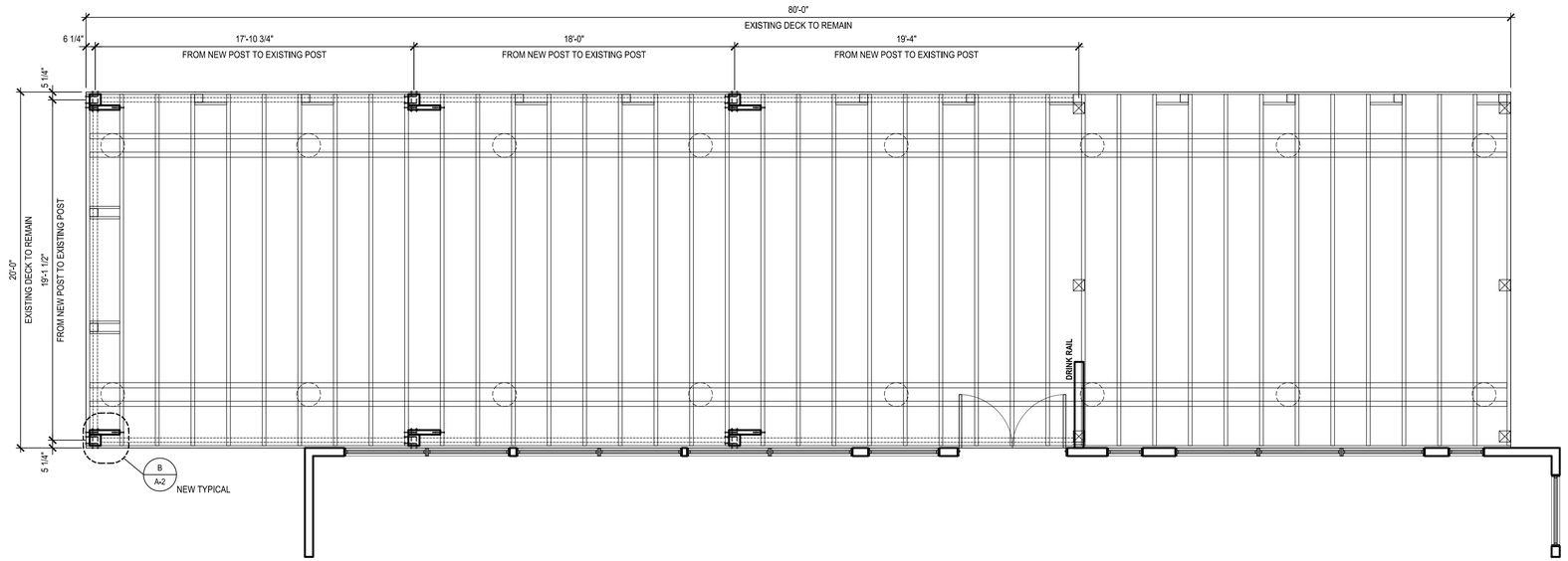
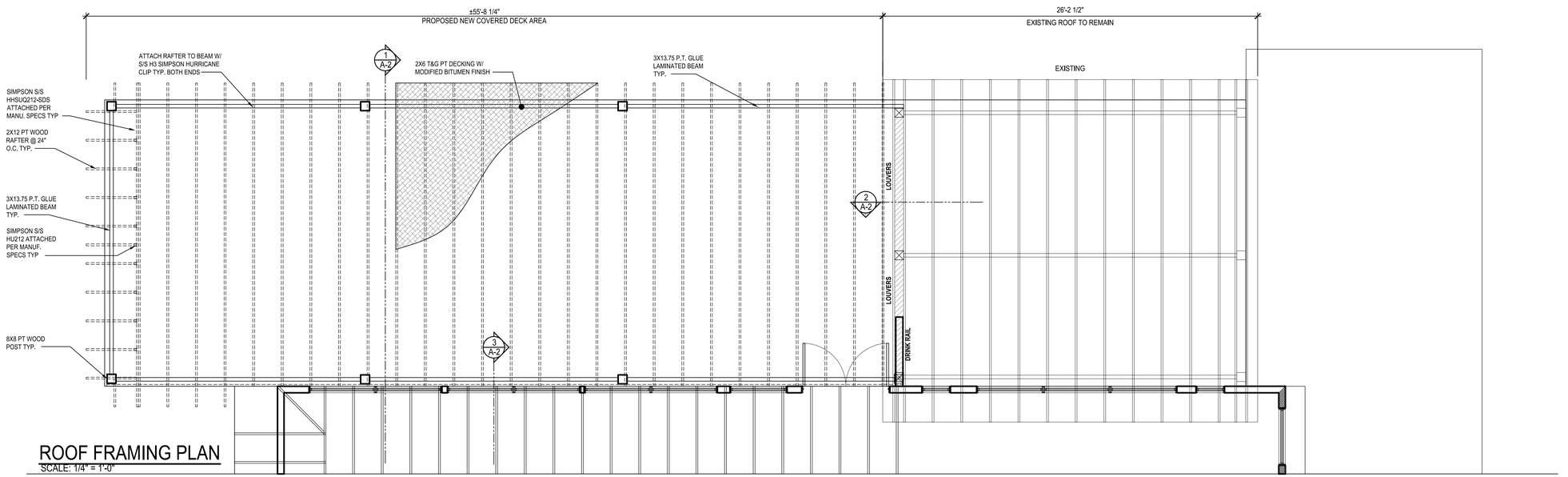
JOB NO.: 223132
CKECKED: JDP

D-1



EXISTING FLOOR FRAMING PLAN
W/ ADDITIONAL POSTS DETAIL B/A-2

SCALE: 1/4" = 1'-0"



ROOF FRAMING PLAN

SCALE: 1/4" = 1'-0"

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FLAGLER BEACH, FL

FLOOR PLAN

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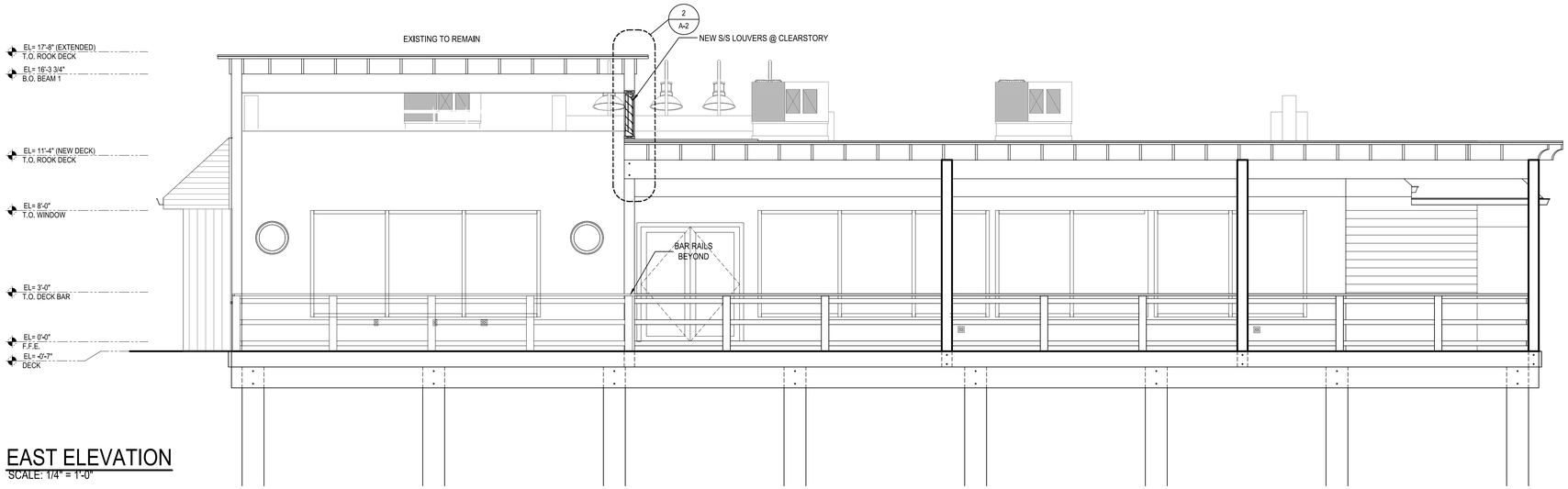
A-1



EAST ELEVATION
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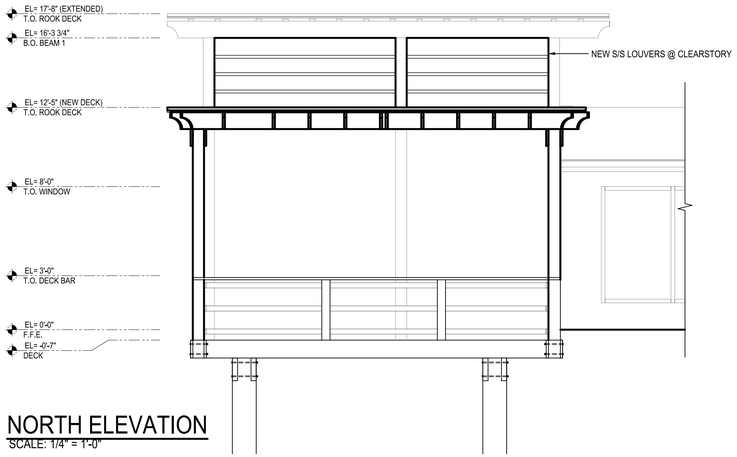

NORTH ELEVATION
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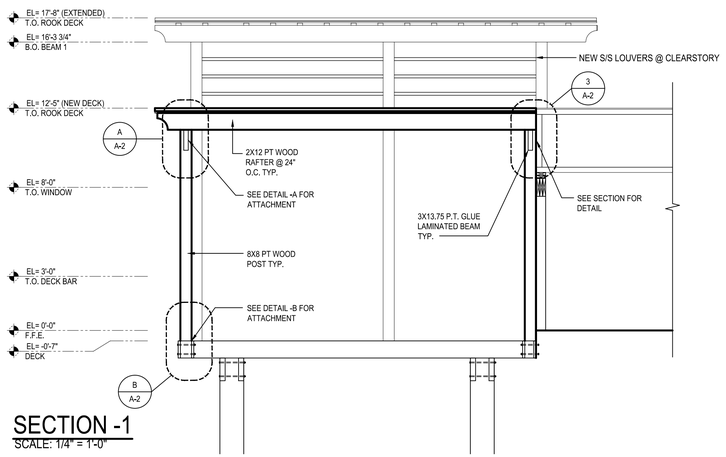

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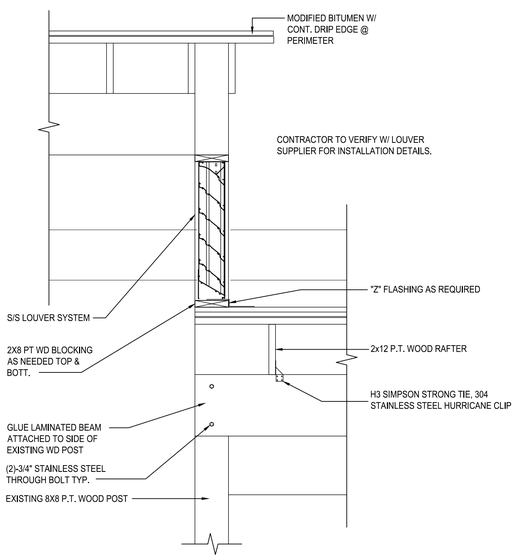

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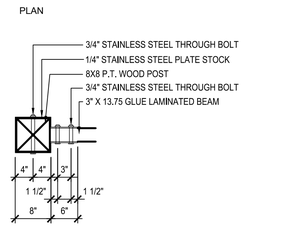

DETAIL - A
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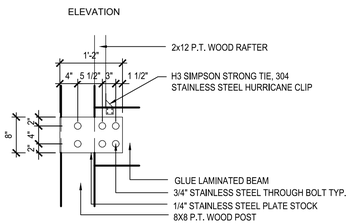

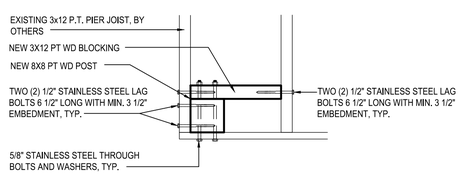

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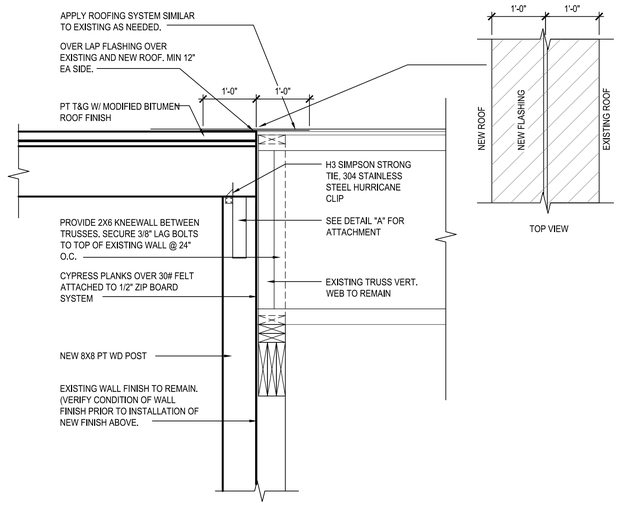

SECTION-3
SCALE: 3/4" = 1'-0"

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REGISTERED ARCHITECT

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FUNKY PELICAN
215 FLORIDA A1A
FLAGLER BEACH, FL

ARCHITECTURAL ELEVATIONS

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DATE: 3.01.2024
DRAWN: MM
JOB NO.: 223132
CHECKED: JDP

A-2

ORDINANCE 2011-04

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING A LEASE AGREEMENT FOR THE PIER RESTAURANT AND PIER BAIT AND TACKLE SHOP, AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, the City of Flagler Beach is the owner of property located at 215 Oceanshore Boulevard and having Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 ("the Pier"); and

WHEREAS, a portion of the Pier is currently leased to Katalin Myer subject to a lease agreement and subsequent amendments originally entered by and between the City and Charles Myer Enterprises, Inc. on September 14, 1990 (the "Myer Lease"); and

WHEREAS, Ray Barshay has entered an agreement with Katalin Myer whereby Mr. Barshay may purchase the ongoing business concern conducted pursuant to the Myer Lease; and

WHEREAS, the City and Ray Barshay have negotiated terms of a new lease to replace the Myer Lease subject to agreement of all parties (the "Barshay Lease"); and

WHEREAS, the Barshay Lease provides for the lease of the Pier Restaurant; and

WHEREAS, the City is authorized pursuant to Section 2.10 of the Charter and the legislative grant of its home rule power to lease public lands; and

WHEREAS, the State of Florida has recognized the lease of public lands to a private entity to be a valid public purpose; and

WHEREAS, the Barshay Lease does not require or operate as an issuance of any bonds.

WHEREAS, the City finds that the lease of the Property is a valid public purpose.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Lease Agreement attached hereto is hereby approved by the City Commission of the City of Flagler Beach, Florida and the Mayor is hereby authorized to execute the Lease Agreement on behalf of the City of Flagler Beach, Florida, conditioned upon written agreement by Mrs. Myer to terminate the Myer lease.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 24TH DAY OF MARCH, 2011.

PASSED AND ADOPTED THIS 16th DAY OF June, 2011.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Alice M. Baker, Mayor

ATTEST:

Penny Overstreet, City Clerk

Per 1st Addendum & Restaurant open date

LEASE AGREEMENT

Lease 1st effective January 1, 2013 expires January 1, 2023 w/3 consecutive options to renew for 5 years. has to notify city of intention to exercise option rights 9 months before lease expires.

THIS LEASE AGREEMENT (the "Lease Agreement"), is made and entered into this 30th day of AUGUST, 2011, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and Raymond Barshay, (the "Tenant"), upon the following terms and conditions:

1. Lease of Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the portion of the Flagler Beach Municipal Pier that comprises the current Pier Restaurant (the "Leased Premises"). The Leased Premises shall include all property beneath the roof and overhang of the Pier Restaurant as well as any deck that may be constructed attached to the Pier Restaurant pursuant to this Lease.

2. Landlord's Title. Landlord represents and warrants that it has ownership of and authority to lease the Leased Premises to Tenant.

3. Landlord Repairs and Acceptance of Leased Premises. Within 45 days of the termination of the Myer Lease pursuant to Paragraph 52, Landlord shall perform the following repairs to the Leased Premises:

- Remove and replace seven damaged pieces of hardy board siding on dumpster storage on northeast corner and east wall of dining room of the Leased Premises;
- Remove and replace 500 stainless steel hurricane straps on the foundation structure of the Lease Premises;
- Replace the deteriorated A Frame hardware under the A Frame of the Leased Premises;

(hereinafter, the "Landlord Repairs"). In the event the cost of the Landlord Repairs is estimated to exceed $24,084, either party may terminate this Lease upon written notice to the other party. Upon reasonable request by Landlord made in writing to Tenant, the time allowed for the Landlord Repairs shall be extended up to 45 additional days.

Tenant acknowledges that Landlord has not made any representation or warranty with respect to the condition of the Leased Premises or the suitability or fitness of the Leased Premises for any purpose. Tenant agrees to accept the Leased Premises and the Improvements located thereon in their "AS IS" condition without any agreements, representations, understandings, or obligations on the part of Landlord to perform any alterations, repairs, or improvements (or to provide any allowance for same) except as expressly provided above.

4. Tenant's Duty to Repair. Tenant agrees that upon the effective date of this Lease granting Tenant possession of the Leased Premises, Tenant shall institute and follow through to completion all repairs, other than those described in Paragraph 3,

above, necessary to bring the Leased Premises and the structures located thereon into compliance with all governing building codes, fire codes and other applicable regulations (hereinafter the "Tenant Repairs"). In the event the cost of the Tenant Repairs is estimated to exceed $35,916, the Tenant may terminate this Lease upon written notice to Landlord. In the event the cost of the Tenant Repairs is estimated to exceed $100,000, the Landlord may terminate this Lease upon written notice to the Tenant. In the event Tenant completes the repairs provided for in this paragraph Tenant shall be credited the total cost of such repairs up to a maximum credit of $20,916 as Advance Rent. The Advance Rent credit shall be applied toward Tenant's rental payment obligations as follows:

(a) $1,000.00 of the Advance Rent shall be applied monthly toward Tenant's rental payment obligation as a rent credit until the balance of the Advance Rent is reduced to $9,000.00;

(b) The Advance Rent remaining after application of the credits described in (a), above, shall be applied toward Tenant's rental payment obligations and any other payments due and unpaid by Tenant to Landlord at the end of the Term of this Lease, including any extensions thereof.

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

6. Base Rent. Tenant agrees to pay Landlord minimum base rent as follows:

(a) Fixed Rent

In years 1 and 2 of this Lease, Tenant shall pay to Landlord $3,000.00 per month. For all subsequent years, including any exercised option terms, Fixed Rent shall be increased annually on the anniversary date of the effective date of this Lease by 3% per annum.

(b) Additional Percentage Rent:

In each of years 1 and 2 of this Lease, Tenant shall pay to Landlord an amount equivalent to 2% of Tenant's gross sales in excess of $1 million from the Restaurant. In each of years 3 and 4 of this Lease, Tenant shall pay to Landlord an amount equivalent to 2.5% of Tenant's gross sales in excess of $1 million from the Restaurant. In each year from year five of this Lease forward, including any exercised option periods, Tenant shall pay to Landlord an amount equivalent to

3% of Tenant's gross sales in excess of $1 million from the Restaurant. Tenant shall on a monthly basis provide the City with a complete report on gross sales which report shall consist of Tenant's sales tax receipt record. The City holds the right to audit those reports on an annual basis. For purposes of this Lease, "gross sales" shall mean all Restaurant sales for which monetary consideration is paid.

Beginning on the Move-in Date, the base rent plus applicable sales tax shall be due and payable to Landlord in advance on the first day of each and every calendar month during the Lease Term. The rent increases set forth in this section shall occur automatically and without notice or demand from Landlord. If the Lease is terminated on any day other than the last day of a calendar month, the Base rent due for that month shall be prorated as of the date the Lease is terminated.

7. Property Taxes. Tenant shall pay all Property Taxes levied or assessed against the Leased Premises prior to delinquency. The term "Property Taxes" shall mean the aggregate amount of all ad valorem real property taxes, excluding special and general assessments, and any other taxes imposed upon the Leased Premises and all improvements located thereon from time to time. Property Taxes shall also include any personal property taxes imposed upon Tenant's furniture, fixtures, machinery, equipment, and appurtenances located upon or used in connection with the Leased Premises.

8. Tenant's Use of the Leased Premises. Except as otherwise specifically provided herein, Tenant shall use the Leased Premises solely for the purpose of operating a restaurant and restaurant related activities serving the general public and for no other purpose. Tenant shall, at its sole cost and expense, obtain all licenses and permits required by any local, County, State or Federal agency. Tenant shall comply with all fire safety codes applicable to the Leased Premises, at Tenant's sole expense. Subject to Tenant's acquisition of all necessary licensing, Tenant may serve alcoholic beverages within the boundaries of the structure located on the Leased Premises as well as upon the deck contemplated in Paragraph 15(b).

9. Compliance with Laws. Tenant shall cause the Leased Premises to comply with all laws, ordinances, regulations and directives of any governmental authority having jurisdiction over the Leased Premises including, without limitation, any law, ordinance, regulation or directive which in the future may become applicable to the Leased Premises. Tenant shall not misuse the Leased Premises, or permit the Leased Premises to be used in any manner which: (a) violates any law, ordinance, regulation, or directive; (b) causes or is reasonably likely to cause damage to the Leased Premises; (c) violates a requirement or condition of any fire or extended fire coverage insurance policy covering the Leased Premises or increases the cost of such policy; or (d) constitutes or is reasonably likely to constitute a nuisance, annoyance, or inconvenience to the general public.

10. Hazardous Materials. No Hazardous Materials, as defined herein, shall after the signing of this Lease, be permitted within the Leased Premises at any time. Notwithstanding the foregoing, normal quantities of Hazardous Materials customarily used in the conduct of Tenant's business (such as cooking equipment and cleaning supplies) may be brought on the Leased Premises and shall be used strictly in compliance with the manufacturer's instructions. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this Lease, Tenant shall, at its sole cost and expense, promptly take all actions required by any governmental authority to remove, dispose of, and clean up after any Hazardous Materials located on the Leased Premises, without regard to the source of the Hazardous Materials, provided the Hazardous Materials were not brought on the Leased Premises by Landlord or prior tenants. Such action shall include, without limitation, the investigation of the environmental condition of the Leased Premises, the preparation of any feasibility studies or reports concerning the location and removal of the Hazardous Materials, and the performance of any cleanup, remedial, removal, or restoration work. Tenant shall obtain Landlord's written approval prior to taking any such actions, which approval shall not be unreasonably withheld. Tenant agrees to execute affidavits, representations and other similar documents from time to time at Landlord's request stating to Tenant's best knowledge and belief there are no Hazardous Materials located upon the Leased Premises. As used herein, the term "Hazardous Materials" means (a) any material or substance which is defined or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under any statutes, laws, ordinances, codes, regulations, rules or orders promulgated by any governmental authority, or (b) any other material or substance displaying toxic, reactive, ignitable, or corrosive characteristics, as all such terms are used in their broadest sense.

11. Hours of Operation. Tenant's business operation on the Leased Premises shall be open to the public seven (7) days a week, offering a full service restaurant providing for breakfast, lunch and dinner. Tenant shall have the right, upon consent by Landlord, which consent shall not be unreasonably withheld, to alter hours of operation based on market conditions and in keeping with good business practices. Notwithstanding the foregoing, Tenant shall have the right to close the Leased Premises while the Leased Premises are undergoing reconstruction or repair. Tenant shall additionally have the right to close the Leased Premises for up to one week during any calendar year for the purpose of conducting maintenance on the Leased Premises. Tenant may also close the Leased Premises when weather conditions may be hazardous to Tenant's customers and the general public. Tenant shall further have the right to close the Leased Premises on Christmas day and any three other days Tenant chooses during the course of any calendar year.

12. Utilities. Except as otherwise provided, Tenant shall be solely responsible for the prompt payment of all charges for any and all utility services to the Leased Premises including, without limitation, electricity, potable water, sewage disposal services, natural gas, trash and garbage collection services, and telephone services. The accounts for all such utility services shall be opened solely in Tenant's

name, and Tenant shall be responsible for the payment of all deposits associated with such utilities. Tenant shall indemnify and hold Landlord harmless against any and all liability arising from Tenant's failure to promptly pay for any utility service to the Lease Premises. It is expressly understood and agreed that the Tenant shall not be responsible for any utilities as defined herein for any portion of the Landlord's property except for the Leased Premises. It is further agreed that Tenant shall not be responsible for utility charges due for the Pier Restrooms, Pier Bait Shop or the Pier lights or any other utilities that are not related to Tenant's operations at the Leased Premises.

13. Landlord's Maintenance and Repair Obligations.

After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in paragraph 14 of this Lease.

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations serving the Leased Premises only, which are not the express obligation of Landlord; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HVAC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests. (g) Tenant is also responsible for all termite and pest control of the Leased Premises. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent.

15. Tenant Alterations.

(a) Upon execution of this Lease, the Landlord has approved the plan attached hereto as Exhibit "A" indicating initial improvements and alterations to the Leased Premises. Thereafter, Tenant shall not make or allow to be made any major alterations, additions, or improvements to the Leased Premises (the "Alterations") without first obtaining the written consent of Landlord, which shall not be unreasonably withheld. For purposes of this Lease,

"major alteration" shall mean any alteration that requires any permanent structural alteration of the Leased Premises. Prior to commencing any such work, Tenant must furnish Landlord with plans and specifications; names and addresses of contractors; copies of contracts; necessary permits; evidence of contractors' and subcontractors' insurance in a type and amount acceptable to Landlord; and indemnification in form and amount satisfactory to Landlord. All such Alterations shall be installed in a good and workmanlike manner using new materials. Upon completion, Tenant shall furnish "as built" plans, contractor's affidavits, and full and final lien waivers, covering all labor, services, and materials provided in connection with the Alterations. All Alterations shall comply with all insurance requirements, codes, ordinances, laws and regulations, including the Americans With Disabilities Act. Tenant shall reimburse Landlord upon demand as additional rent for all sums expended by Landlord to examine the architectural, mechanical, electrical, and plumbing plans for any Alterations. Rent due and payable hereunder shall not be abated or reduced during the installation of Alterations.

(b) During the first twelve months after the Commencement Date of this Lease Tenant may, at its option, construct a deck attached to the Leased Premises not to exceed 1,600 square feet, subject to permitting and approval by Landlord of the size, location and design of the deck, which approval shall not be unreasonably withheld. Landlord shall cooperate with the Tenant in seeking necessary State approval for the deck. In the event Tenant completes construction of said deck within twelve months from the Commencement Date, subject to annual appropriations, Landlord shall reimburse Tenant's design, permitting (including necessary State approvals), labor and materials costs incurred in construction of the deck up to a maximum reimbursement from Landlord of $50,000.00. Tenant may request the amount of time to complete said deck be extended up to an addition twelve (12) months, approval of which shall not be unreasonably withheld. The parties expressly recognize and agree that Landlord's commitment to reimburse the costs of the deck design and construction is limited to the structural elements of the deck and that Landlord shall not reimburse costs incurred to install any outdoor utilities on the deck. In the event of default by Landlord of its agreement to reimburse the costs described in this paragraph, Tenant's sole recourse shall be a credit against future rental payments due from Tenant to Landlord pursuant to this Lease. Prior to September 1, 2011, if necessary State approvals to construct the deck are not obtained, either party may terminate this Agreement with thirty days written notice to the other party; After September 1, 2011, neither party shall have the right to terminate this Agreement based on the inability to obtain State approvals for construction of the deck referenced herein. In the event either party exercises its right to terminate this Lease pursuant to this paragraph and Landlord subsequently obtains State approval for construction of a deck Tenant shall be reimbursed any

expenses up to $50,000 it incurred related to such State approval that was material to the State approval ultimately received.

(c) Tenant agrees to complete at its sole cost and expense the improvements detailed in Exhibit "B" (the "Additional Tenant Improvements"), attached hereto and incorporated herein, at Tenant's sole cost and expense within twelve months from the Commencement Date of this Lease. Tenant shall make improvements in amounts not less than the amounts detailed in Exhibit "B" and shall submit its receipts for such improvements to Landlord to document Tenant's compliance with this Paragraph.

16. Construction Liens. Tenant shall promptly pay for all labor, services and materials furnished to the Leased Premises at the request of Tenant, and shall not permit any construction liens to be recorded against the Leased Premises. Tenant and Landlord acknowledge that as public property, the Leased Premises are not subject to attachment by a construction lien. In the event, however, that any such lien is recorded against the Leased Premises, Tenant shall remove the lien from the Leased Premises within thirty (30) days following written demand from Landlord by either paying the lien or transferring the lien to security in accordance with Florida Construction Lien Law. In the event Tenant fails to remove the lien from the Leased Premises within thirty (30) days following written demand, Landlord may, at its sole option and election, pay and satisfy the lien. In such event, all sums paid by Landlord to satisfy the lien shall become immediately due and payable by Tenant to Landlord as additional rent without notice or demand.

17. Liability Insurance; Indemnification. Throughout the Lease Term, Tenant shall continuously maintain in full force and effect general liability and property insurance with an A or A+ rated carrier protecting against personal injury, death, or property damage occurring upon the Leased Premises. Such insurance shall have combined single limits of no less than Two Million Dollars ($2,000,000.00) for each occurrence, shall have a minimum deductible of not more than Ten Thousand Dollars ($10,000.00) and shall name Landlord as additional named Insured. Such insurance shall be provided by a company authorized to do business in the State of Florida and shall be reasonably acceptable to Landlord. The policy of insurance shall include a provision prohibiting cancellation without at least thirty (30) days prior written notice to Landlord. Tenant shall provide proof to Landlord of the required insurance within fourteen (14) days of Tenant taking possession of the Lease Premises pursuant to this Lease and shall immediately provide proof of insurance at any time thereafter upon request for same by Landlord. Additionally, Tenant shall indemnify and hold Landlord harmless from and against any and all claims and demands (including attorneys' fees and court costs) for, or in connection with, any accident, injury, or damage whatsoever suffered by any person or caused to any property upon the Leased Premises including, without limitation, claims for loss, injury, or damage resulting from the condition of the Leased Premises, without regard to whether such claim arises in whole or in part from the act, omission, or negligence of Landlord, Tenant, or a third party.

18. Fire and Casualty Insurance. Throughout the Lease Term, Landlord shall continuously maintain in full force and effect fire and casualty insurance with an A or A+ rated carrier equal to the full insurable value of the improvements to the Leased Premises. Such insurance shall be maintained at the sole cost and expense of Landlord. The proceeds of such insurance shall be payable solely to Landlord. Landlord agrees to use the proceeds of such insurance to repair and restore the improvements to the Leased Premises following casualty unless this Lease is terminated as a result of the casualty pursuant to Paragraph 19, below.

19. Damage or Destruction of Leased Premises. Damage or destruction of the Leased Premises shall be governed by the following provisions:

(a) Definitions. For purposes of this Paragraph 19, the term "partial destruction" shall mean damage to the Leased Premises by fire or other casualty which, in Landlord's sole opinion, is reasonably capable of being repaired within one hundred twenty (120) days following the date of the casualty. The term "total destruction" shall mean damage to the Leased Premises by fire or other casualty, which, in Landlord's sole opinion, is not reasonable capable of being repaired within one hundred twenty (120) days following the date of the casualty.

(b) Partial Destruction. In the event of partial destruction of the Leased Premises, Landlord shall promptly and with due diligence repair the damage (exclusive of any Alterations to the Leased Premises made by Tenant) at Landlord's sole cost and expense.

(c) Total Destruction. In the event of total destruction of the Leased Premises, Landlord and Tenant shall make a mutually reasonable determination as to whether to rebuild and/or repair the Leased Premises. Such determination shall be made based upon the availability of insurance proceeds, permitting requirements, and the commercial viability of rebuilding, including the need to contract and manage the rebuilding or reconstruction of the Leased Premises. Should the Parties determine that the repair or reconstruction of a total destruction of the Leased Premises be unreasonable based upon a totality of the factors, Tenant shall be entitled to receive an amount equal to the amount of additional coverage purchased by Landlord through Landlord's property and casualty insurance carrier to cover any capital improvements made to the Leased Premises by Tenant; Tenant shall be responsible for notifying Landlord of any additional capital improvements to be insured upon completion of such improvements. In the event Landlord purchases such additional insurance, Tenant shall pay an amount equal to the annual additional insurance premium Landlord is charged by Landlord's property and casualty carrier for the additional coverage. Payment of said additional insurance premium shall be due in full within thirty days of Landlord providing notice to Tenant in writing of the additional insurance

premium amount. If Tenant elects to receive payment pursuant to this subparagraph, this Lease shall be terminated and the Parties shall be released each to the other.

(d) Abatement of Rent upon Casualty Rendering the Leased Premises Uninhabitable. If a casualty renders the Leased Premises uninhabitable, the payment of Rent shall be completely abated from the date of the casualty until the date the Leased Premises are substantially restored by Landlord and possession of the Leased Premises is redelivered to Tenant. The term of this Lease and any extensions thereof and any rent adjustments shall be automatically extended and/or delayed for the time period that the rent is abated. In no event shall Landlord be liable to Tenant for any damage to, or any inconvenience or interruption of, the business of Tenant conducted on the Leased Premises, which may be occasioned by such casualty. Tenant's sole remedy in the event of a casualty loss to the Leased Premises shall be the abatement of rent specifically set forth herein.

(e) Repair and Restoration. If this Lease is not terminated as a result of a casualty loss, Landlord shall promptly and diligently proceed to repair and restore the Leased Premises to a condition substantially similar to that existing prior to the date of the casualty. The restoration and repairs shall be performed in a workmanlike manner in full compliance with all applicable building codes, ordinances, rules, and regulations. The means and methods by which the repair and restoration is performed shall be in the sole discretion of the Landlord. Landlord reserves the right to repair or reconstruct the Leased Premises in a manner which differs from the original plans and specifications, provided the Leased Premises is repaired or Landlord further reserves the right to repair or reconstruct the Leased Premises using equipment and materials which differ from those used in the original construction of the Leased Premises, provided such changes do not materially affect the quality or general appearance of the Leased Premises.

(f) Availability of Insurance Proceeds. Notwithstanding anything to the contrary set forth in this Paragraph 19, Landlord shall have no obligation to repair or reconstruct the Leased Premises following a casualty loss if the available insurance proceeds are insufficient or unavailable to pay the full cost of such repair or restoration. In the event insurance proceeds are insufficient or unavailable to pay the full cost to repair or restore the damage following a casualty loss, Landlord may elect not to repair or restore the damage without regard to whether the damage constitutes partial destruction or total destruction. If Landlord elects not to repair or restore the damage due to insufficiency or unavailability of insurance proceeds, Landlord shall provide written notice of such decision to Tenant within ninety (90) days following the date of the casualty. In such case, this Lease shall be deemed terminated as of the date of said notice. However, nothing contained herein shall be construed

to eliminate, restrict or otherwise limit the Landlord's obligation to the Tenant as set forth in Paragraph 19(c).

(g) Tenant's Repair Obligation. Except as otherwise provided herein, Landlord shall only be obligated to repair or restore the Leased Premises following a casualty loss to its condition as of the date of the loss. Tenant shall be solely responsible for repairing or restoring any Alterations made to the Leased Premises by Tenant and Tenant's fixtures, leasehold improvements, and personal property. Landlord may require Tenant to provide Landlord with acceptable proof that Tenant has funds available to perform such repair or restoration prior to Tenant commencing repair or restoration of alterations made to the Leased Premises prior to the casualty.

20. Assignment and Subletting. Subletting of any portion of the Leased Premises is prohibited. Assignment of this Lease shall be subject to the following terms and conditions:

(a) Restriction. Tenant shall not, either voluntarily or by operation of law, assign or otherwise transfer this Lease of any interest herein, or sublet the Leased Premises or any part thereof, or permit Tenant's business to be operated by anyone other than Tenant and Tenant's employees (hereinafter collectively referred to as a "Transfer"), without the prior written consent of Landlord, which shall not be unreasonably withheld. The parties hereto expressly recognize that Tenant's reputation, experience, expertise and business model are significant factors in Landlord's agreement to this Lease. The parties hereto agree that Landlord shall have the right to refuse its consent to any proposed Transfer to a person or entity that does not have comparable reputation, experience, expertise, financial ability or business model to Tenant. Notwithstanding the foregoing, Tenant may Transfer this Lease to a corporate entity in which Tenant owns at least fifty-one percent (51%) of the issued shares or other ownership interests. Upon any Assignment or Transfer of the entirety of Tenant's interest in the Leased Premises pursuant to the requirements and restrictions of this Paragraph 20, all tenant rights and responsibilities accruing on or after the date the Assignment or Transfer is final shall be solely the rights and responsibilities of the tenant accepting the Assignment or Transfer and the assigning tenant shall be relieved of all rights and responsibilities accruing on or after the date the Assignment or Transfer is final.

(b) Landlord's Consent. In the event Tenant desires to Transfer this Lease or any rights hereunder, Tenant shall request Landlord's consent to the Transfer at least sixty (60) days in advance of the date the Transfer is proposed to become effective. Tenant shall provide Landlord with such information as Landlord may request to consider Tenant's proposed Transfer. Any reasonable expenses incurred by Landlord to review Tenant's request to consent to a proposed Transfer, including reasonable legal fees, shall be paid

by Tenant as a condition of Landlord's consideration of the request. Landlord's consent to a Transfer must be in writing signed by Landlord.

21. Default by Tenant. Each of the following shall be an event of default ("Event of Default") by Tenant:

(a) If Tenant fails to pay in full any Base Rent, or other monetary sums payable by Tenant to Landlord under this Lease or any part hereof within fifteen (15) days following written demand from Landlord; or

(b) If Tenant fails to comply with any of the agreements, terms, covenants, or conditions in this Lease other than those referred to in the foregoing Subparagraph (a) within thirty (30) days after written notice from Landlord to Tenant specifying the items in default; or

(c) If Tenant abandons the Leased Premises, as that term is defined by the non-residential section of the Florida Landlord and Tenant Act at the time of abandonment; if Tenant is named in a petition in bankruptcy, whether voluntary or involuntary; if a receiver is appointed for all or substantially all of Tenant's property; if Tenant takes advantage of any debtor relief proceedings under any present or future laws; or if Tenant makes an assignment for the benefit of creditors.

22. Landlord's Remedies Upon Default. Upon the occurrence of an Event of Default by Tenant, Landlord shall have the option, in Landlord's sole discretion, to pursue any one or more of the following remedies: (a) Landlord shall have the right to cancel and terminate this Lease and immediately dispossess Tenant; (b) Landlord shall have the right, without first terminating or canceling this Lease and without waiving the right to seek immediate possession of the Leased Premises, to declare the Base Rent to be accelerated and immediately due and payable in full for the remainder of the Lease Term, and to collect thereafter any and all Percentage Rent and other sums coming due in accordance with the terms and conditions of this Lease; (c) Landlord may elect to enter the Leased Premises and relet the Leased Premises for Tenant's account, holding Tenant liable in damages as set forth in Paragraph 23, below (d) Landlord may enter upon the Leased Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effectuating compliance with Tenant's obligations under this Lease as additional rent, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action); or (e) Landlord may exercise any and all other rights and remedies permitted under Florida Law, whether at law or in equity. All such remedies of Landlord shall be cumulative, and enforcing one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute waiver of such default, or an election of remedies.

23. Landlord's Right to Relet Upon Default. Should Landlord elect to enter and relet the Leased Premises for Tenant's account pursuant to Paragraph 22, above, Landlord shall be entitled to make such alterations and repairs to the Leased Premises as may be necessary or desirable in order to relet the Leased Premises, and shall further be entitled to relet the Leased Premises or any part thereof to such tenant or tenants, for such term or terms (which may be for a term extending beyond the Lease Term), at such rental or rentals, and upon such other terms and conditions as Landlord deems advisable, in its sole discretion. Upon reletting, the Tenant shall be released of any and all liability for the payment of any obligations paid by the tenant to which the Leased Premises have been relet.

24. Landlord's Right to Cure. Notwithstanding the notice provisions set forth in Paragraph 21, above, if Tenant defaults in the performance of any covenant on Tenant's part to be performed pursuant to any provision, agreement, or covenant of this Lease, which default creates a condition which is dangerous to persons or which is likely to cause further damage to the Leased Premises, Landlord may immediately give oral or written notice to Tenant, directing that Tenant perform the same within a reasonable period of time as established by such notice. In the event that Tenant fails to comply with the applicable provision of this Lease within the period of time established by such notice, Landlord shall have the right to perform the same for the account of Tenant, in which event Tenant shall reimburse Landlord for all expenses incurred by Landlord in performing such obligation as additional rent. Landlord's notice to Tenant, when related to conditions which are a danger to persons or which are likely to cause further damage to the Leased Premises and therefore need immediate action by Tenant, may be delivered to Tenant's person in charge of the Leased Premises in addition to the notice provided for in Paragraph 33. Landlord's right to cure as set forth in this Paragraph, shall be in addition to Landlord's other remedies upon the occurrence of an Event of Default, as otherwise provided herein. However, Landlord agrees that it will not pursue any such other remedies until thirty (30) days after Landlord gives tenant written notice to reimburse Landlord for all expenses uncured by Landlord in curing Tenant's default pursuant to this Paragraph.

25. Default by Landlord. Landlord shall be deemed in default of this Lease should Landlord fail to comply with any of the agreements, terms, covenants, or conditions of this Lease for a period of thirty (30) days after notice from Tenant to Landlord specifying the items in default; provided, however, if such default cannot reasonably be cured by Landlord through the exercise of due diligence within thirty (30) days following the date of said notice, then Landlord shall have such additional time as is reasonably necessary to cure such default provided Landlord diligently and continuously pursues such action as may be necessary to cure such default. Upon default by Landlord, Tenant shall have the option, in Tenant's sole discretion, to either (a) terminate this Lease on notice to Landlord, or (b) perform the same for the account of Landlord, and demand that Landlord reimburse Tenant for all expenses reasonably incurred by Tenant to cure Landlord's default. If Landlord fails to reimburse Tenant within thirty (30) days following written demand, Tenant shall be entitled to recover its reasonable attorneys' fees and court costs incurred to obtain

reimbursement pursuant to Paragraph 29. Except as otherwise expressly provided herein, in no event shall Tenant have the right to deduct or set-off any amounts claimed to be due Tenant from the Base Rent, Percentage Rent, or any other payment from Tenant to Landlord provided in this Lease.

26. Signage. All signage located upon the Leased Premises shall be maintained in good condition and repair by Tenant, at Tenant's sole expense. All signage and modifications thereto, except changes to copy, shall require written approval and permitting by Landlord, which shall not be unreasonably withheld.

27. Entry by Landlord. Landlord and its agents or representatives shall have the right to enter the Leased Premises to inspect the Leased Premises and to maintain or make repairs, alterations, additions, renovations, or restorations to the Leased Premises. If reasonably necessary for the protection and safety of Tenant and its employees, Landlord shall have the right to temporarily close the Leased Premises. Entry by Landlord hereunder shall not constitute a constructive eviction or entitle Tenant to any abatement or reduction of rent except as otherwise expressly provided herein. Landlord agrees to give Tenant at least forty-eight (48) hours notice prior to entering the Leased Premises to make repairs authorized under this Paragraph, unless such repairs are necessary to address a life or safety situation. If Tenant does not provide Landlord with keys to the Lease Premises, and Landlord requires emergency access to the Leased Premises for any reason, Tenant shall be solely responsible for any damage caused by Landlord in obtaining emergency access.

28. Quiet Enjoyment. Provided that Tenant performs all its obligations hereunder, Tenant shall have and peacefully enjoy the Leased Premises during the Lease Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

29. Attorneys' Fees. If either Landlord or Tenant shall commence any action or other proceeding to construe or enforce this Lease, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and court costs incurred in such action from the non-prevailing party, in addition to any other relief, including fees and costs incurred on appeal.

30. Indemnification. Should Landlord be made a party to any litigation instituted by Tenant against a party other than Landlord or by a third party against Tenant, Tenant shall indemnify, hold harmless, and defend Landlord from any loss, cost, liability, damage, or expense incurred by Landlord (including attorneys' fees and court costs) in connection with such litigation.

Should Tenant be made a party to any litigation instituted by Landlord against a party other than Tenant or by a third party against Landlord, Landlord shall indemnify, hold harmless, and defend Tenant from any loss, cost, liability, damage, or expense incurred by Tenant (including attorneys' fees and court costs) in connection with such litigation provided that Landlord's duty to indemnify pursuant to this Lease

shall be limited to the same amount Landlord's tort liability would be limited to pursuant to Chapter 768, Florida Statutes, as amended from time to time.

31. Surrender of Leased Premises. Upon expiration of the Lease Term or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in the same condition as on the execution of this Lease, subject to reasonable wear and tear. All Alterations shall be conclusively deemed fixtures of the Leased Premises and shall become the property of Landlord upon the expiration or earlier termination of this Lease. Tenant shall, at its sole expense, remove all business and trade fixtures, machinery and equipment, furniture and other items of personal property owned by Tenant or installed by Tenant in the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant to the reasonable satisfaction of Landlord. If Tenant fails to remove any such items within forty-five (45) days after the expiration or earlier termination of this Lease, any items not removed from the Leased Premises by Tenant may be deemed to have been abandoned by Tenant and may be retained or disposed of by Landlord in any manner Landlord may see fit.

32. Holdover Tenancy. If Tenant holds possession of the Leased Premises after the Lease has terminated, by lapse of time or otherwise, Tenant shall become at sufferance upon all of the terms contained herein, except as to the Lease Term and Base Rent. During such holdover period, Tenant shall pay to Landlord a monthly Base Rent equal to 200% of the Base Rent payable by Tenant to Landlord during the last month of the Lease Term. The monthly rent for such holdover period shall in no event be construed as a penalty or as liquidated damages for such retention of possession. The payment of such additional Base Rent, however, shall not be deemed to extend the term of this Lease.

33. Notices. Any notice given or required to be given in connection with this Lease shall be in writing and shall be delivered either by hand delivery, by registered or certified mail with return receipt requested, or by an overnight courier service which provides a receipt or other evidence of delivery; provided, however, oral notice may be given under the circumstances set forth in Paragraph 24. Notices to Landlord shall be delivered at: 105 S. 2nd Street, Flagler Beach, Florida 32136. Notice to Tenant shall be delivered at: P.O. Box 731233, Ormond Beach, Florida 32173. Notices delivered by registered or certified mail shall be deemed received on the earlier of the third day following the date the notice was mailed with sufficient postage prepaid or the delivery date indicated on the return receipt. Either party may change its address by providing the other party with such change via certified mail, return receipt requested. Tenant shall maintain a domestic address for receipt of notice.

34. Relationship of Parties. It is understood and agreed that the relationship of the parties hereto is strictly that of Landlord and Tenant, that this Lease is entered into on arms-length basis, and in no manner shall this Lease be construed as granting an ownership right to Landlord in Tenant's business. It is

further understood and agreed that this Lease is not intended, nor shall it be construed, as creating a joint venture or other business relationship between Landlord and Tenant other than s expressly provided in this Lease.

35. Waiver of Jury Trial. Tenant and Landlord hereby knowingly and voluntarily waive trial by jury in any action whatsoever brought by Landlord or Tenant to construe or enforce this Lease. The foregoing waiver is a material inducement to the willingness of Landlord and Tenant to enter this Lease.

36. No Pending Claims Against Tenant. Tenant hereby warrants and represents that there are no administrative claims or lawsuits pending or threatened against Tenant as of the date Tenant has executed this Lease.

37. No Recordation. Tenant's recordation of this Lease or any memorandum or short form of it will be void and constitute default under this Lease.

38. Amendments. This Lease shall not be amended, changed, or modified except in writing executed by Landlord and tenant. Landlord shall not have waived or released any of its rights hereunder unless in writing and executed by Landlord.

39. Binding Effect. Except as expressly provided herein, this Lease shall be binding upon the parties hereto, their respective heirs, personal representatives, successors, and assigns, and all of the terms covenants, and provisions herein shall inure to the benefit of their respective heirs, personal representatives, successors, and assigns.

40. Interpretation. Tenant acknowledges that it has read and reviewed this Lease and that it has had the opportunity to confer with counsel in the negotiation of this Lease. Accordingly, this Lease shall be construed neither for nor against Landlord or Tenant, but shall be given a fair and reasonable interpretation in accordance with the meaning of its terms and the intent of the parties.

41. Independent Covenants. Each covenant, agreement, obligation, or other provision of this Lease to be performed by Tenant are separate and independent covenants of Tenant and are not depended on any other provision of this Lease.

42. Severability. In the event any provision of this Lease is found to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease shall not be affected, and any provision found to be invalid shall remain unenforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

43. Governing Law; Venue. This Lease shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any action or suit brought

in connection herewith shall be commenced only in the court of appropriate jurisdiction located in Flagler County, Florida.

44. Time of the Essence. Time is of the essence of this Lease and the performance of all obligations hereunder.

45. Headings. The headings, captions, titles, and numerical references used herein are inserted merely as a matter of convenience, and shall not alter or have any effect upon the meaning, terms, or substance of this Lease.

46. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed Federal and State guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Health Department.

47. Number and Gender. Whenever the context hereof so requires, the single shall include the plural, and the use of masculine or neuter terms shall be construed to include all genders.

48. Entire Agreement. This Lease constitutes the sole and only agreement of the parties hereto, and supersedes any prior understandings or written or oral agreements regarding the subject matter contained herein. Landlord has not made, and Tenant is not relying upon, any warranties, representations, promises, or statements made by Landlord or any agent of Landlord except as expressly set forth herein.

49. Force Majeure. Neither party shall be liable to the other for failure to perform any obligation or responsibility under this Lease within the time period required for such performance if performance is prevented by the occurrence of an event which is beyond the control of the party, including, without limitation, strike, labor disputes, acts of God, war, or civil insurrection or legislative act making any of the obligations of this Lease impossible. In such event, the amount of time for the party to perform shall be extended by the amount of time performance is delayed by reason of any force majeure event.

50. Nature of the Property Surrounding the Leased Premises. The parties hereto expressly recognize that the Leased Premises are adjacent to the City Pier and beach and that public events and activities consistent with such uses, including festivals, fundraising events and fireworks displays may continue to occur on or over the beach and City Pier and in the airspace over the Leased Premises during the term of this Lease. Landlord shall not construct any building or facility that will block the view of the ocean from the Leased Premises unless such building or facility is in the interest of protecting the health, safety and welfare of the citizens and visitors to

Flagler Beach. In the event that Landlord constructs any building or facility, Landlord shall attempt to work with Tenant to minimize any impact on Tenant's view.

51. Competing Food and Drink at Pier. The parties hereto acknowledge that the City owns additional property at the City of Flagler Beach Pier that may be leased or used for commercial purposes. Landlord agrees to include language in any leases that it may enter with regard to such properties at the Pier to prohibit food and drink sales that may compete directly or indirectly with the food, ice cream, and beverage service provided by the Tenant at the Leased Premises. Landlord agrees that it will not compete directly or indirectly with the food, ice cream, and beverage service provided by the Tenant at the Leased Premises. These provisions shall not prohibit the sale or dispensing of prepackaged food, ice cream, and bottle and canned drinks including but not limited to chips, candy, crackers, bottled water, bottled soft drinks, and ice at any properties managed or leased by Landlord at the Pier.

52. Execution by Katalin Myer. Landlord and Tenant recognize that the Leased Premises is currently governed by a lease agreement between Katalin Myer and the City of Flagler Beach. It is the intent of the parties hereto, that Katalin Myer shall retain possession of those portions of the Leased Premises included in the lease agreement between Charles Myer Enterprises and the City of Flagler Beach until Katalin Myer transfers her existing business and property to the Tenant in accordance with the terms of the contract executed between Katalin Myer and the Tenant, until September 1, 2011, or until the expiration of the lease agreement between Charles Myer Enterprises and the City of Flagler Beach, whichever shall occur first (the "Transfer of Possession Date"). It is the intent of all parties hereto that all provisions of this Lease except Tenant's right to possession of the Leased Premises shall be operative and enforceable beginning on the Commencement Date.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in form sufficient to bind them.

"LANDLORD"

CITY OF FLAGLER BEACH

Alice M. Baker

Alice Baker, Mayor

Date: 6-20-11

Attest:

Penny Overstreet

Penny Overstreet, City Clerk

"TENANT"

Witness: Elizabeth E. Kania
Print Name: Elizabeth E. Kania
Witness: Penny Cistrull
Print Name: Kenny Overstreet

By: Raymond Barshay
Date: 8/30/11

CONSENT TO EARLY TERMINATION

I agree to termination of the Lease entered by and between the City and Charles ~~Myer~~ Meyer Enterprises, Inc. on September 14, 1990 (the "~~Myer~~ Meyer Lease") including any and all amendments thereto; I further agree that such termination of such Lease shall be effective as of the date I transfer the assets of the business located at the Leased Premises to Raymond Barshay or a corporate entity affiliated with Raymond Barshay. I understand and recognize that my possession of the property described in the ~~Myer~~ Meyer Lease shall continue until the date the business assets are transferred, until September 1, 2011 unless this Lease Agreement with Mr. Barshay has been terminated prior to said date or until the expiration of the term of the ~~Myer~~ Meyer Lease, whichever shall occur first, and that such possession shall continue to be governed by the terms of the ~~Myer~~ Meyer Lease, including any amendments thereto. It is expressly recognized that my execution of this document solely indicates my agreement to terminate the ~~Myer~~ Meyer Lease and I am not bound or governed by any terms contained in the Lease Agreement between the City and Raymond Barshay.

f/k Katalin Meyer

f/k Katalin Meyer

KATALIN ~~MYER~~ Meyer

DATE: 8-23-11

EXHIBIT "A"

EXHIBIT A

Pier
Pier Access Gate
Extended Roof to Cover Bar
Deck
Walk Up Food Service
Waiting Area
Entry
Office/Storage
Kitchen Exit
Kitchen Entry
Walk in Freezer
Walk in Refr.
Shelving
Table

City of Flagler Beach

P.O. Box 70 • 105 South 2nd Street
Flagler Beach, Florida 32136

Phone (386) 517-2000 • Fax (386) 517-2008

July 29, 2011

Mr. Raymond Barshay
P.O. Box 731233
Ormond Beach, Florida 32173

RE: City of Flagler Beach Amendment of Pier Lease Offer

Dear Mr. Barshay:

As approved by the City Commission at its regular Commission meeting on July 28, 2011, please be advised that the City has amended its offer regarding the Pier Restaurant Lease as described in Exhibit "A" attached hereto. In short, the modification strikes the thirty day notice requirement prior to the limited termination right provided in Paragraph 15(b) of the Lease Agreement. Upon your acceptance and execution of the Lease Agreement, please execute and have witnessed where identified on Exhibit "A" in order to fully accept the City's proposal of the Lease.

Very Truly Yours,

Alice M. Baker

Alice Baker, Mayor

EXHIBIT "A"

Paragraph 15 (b) is amended as follows [deletions identified by ~~strikethrough~~]:

During the first twelve months after the Commencement Date of this Lease Tenant may, at its option, construct a deck attached to the Leased Premises not to exceed 1,600 square feet, subject to permitting and approval by Landlord of the size, location and design of the deck, which approval shall not be unreasonably withheld. Landlord shall cooperate with the Tenant in seeking necessary State approval for the deck. In the event Tenant completes construction of said deck within twelve months from the Commencement Date, subject to annual appropriations, Landlord shall reimburse Tenant's design, permitting (including necessary State approvals), labor and materials costs incurred in construction of the deck up to a maximum reimbursement from Landlord of $50,000.00. Tenant may request the amount of time to complete said deck be extended up to an addition twelve (12) months, approval of which shall not be unreasonably withheld. The parties expressly recognize and agree that Landlord's commitment to reimburse the costs of the deck design and construction is limited to the structural elements of the deck and that Landlord shall not reimburse costs incurred to install any outdoor utilities on the deck. In the event of default by Landlord of its agreement to reimburse the costs described in this paragraph, Tenant's sole recourse shall be a credit against future rental payments due from Tenant to Landlord pursuant to this Lease. Prior to September 1, 2011, if necessary State approvals to construct the deck are not obtained, either party may terminate this Agreement with ~~thirty days~~ written notice to the other party; After September 1, 2011, neither party shall have the right to terminate this Agreement based on the inability to obtain State approvals for construction of the deck referenced herein. In the event either party exercises its right to terminate this Lease pursuant to this paragraph and Landlord subsequently obtains State approval for construction of a deck Tenant shall be reimbursed any expenses up to $50,000 it incurred related to such State approval that was material to the State approval ultimately received.

"LANDLORD"

CITY OF FLAGLER BEACH

Alice M. Baker

Alice Baker, Mayor

Date: 8-3-11

AGREEMENT FOR STORM RELATED REPAIRS TIME & MATERIALS

This agreement made this 10 day of, OCTOBER, by and between FLAGLER COUNTY (Owner®) and Advanced Roofing. Inc. (ARI®) for the performance of emergency storm related roof repairs to Owners property location at FLAGLER CITY HALL FUNKY PELICAN whereby it is agreed as follows:

WHEREAS the roof on Owners property has been damaged by storm related winds and requires repair on an emergency basis;

NOW THEREFORE in consideration of the mutual covenants of each to the other and other good and valuable consideration paid in hand the sufficiency of which is hereby acknowledged it is hereby agreed as follows:

1. Unless otherwise stated in writing, Owner agrees to pay ARI on a time and materials basis, payment due when invoiced. ARI has the right, in its sole discretion, to request a deposit before commencing any work. ARI also has the right to stop work in the event Owner fails to timely pay any invoice. The rates are consistent with established rates charged by ARI through Roof Connect, an organization of roofers throughout the United States. The labor rates, material prices, based upon RoofConnect Emergency Maintenance Services Hourly Rate Schedule and Materials Price Schedule; and equipment prices, based upon the applicable National Roofing Contractors Association Equipment Cost Schedule. If permits are required, before or after the work is performed . this will be billed and paid as a separate item. Owner represents that it has the ability to pay for the repairs and that payment is not conditioned upon Owner's receipt of insurance proceeds or other financing.

Owner understands that in post storm conditions ARI's first priority is to use its best efforts to make emergency repairs to as many structures as possible and may not have the manpower, equipment or means for trash and debris removal. That responsibility will remain with Owner unless otherwise agreed in writing. However, if ARI is able to remove the roof debris at the time of the emergency repair it is authorized to do so at an additional cost to the Owner. ARI agrees to make emergency repairs and to use its best effort to temporarily repair those areas of the roof damaged by the storm. Owner acknowledges and agrees that (a) any emergency repairs performed by ARI are temporary only and (b) ARI shall not be responsible or liable for any leaks or resulting damage that occurs after the emergency repairs are performed. This acknowledgment includes roof repairs and service work as well as temporary roofs. In the case of temporary roofs. ARI will select the type of temporary roof dependent upon materials and equipment available, and generally does not include flashing. gutters or other components of a full roof system. Temporary roofs must be replaced with a pelmanent roof in order to properly secure the property. Emergency repairs and roofs are not guaranteed and are provided with no warranty against future leaks or property damage. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ARI DISCLAIMS ANY IMPLIED WARRANTY. INCLUDING WARRANTY OF MERCHANTABILITY AND WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

2. Owner agrees that it will not hold ARI responsible for any failure of the storm repairs and shall hold ARI harmless and indemnify it against any claim for injury or damage arising from the alleged failure of storm repairs or related thereto.

3. This agreement shall be governed by the laws of the State of Florida. Should any dispute arise

between the parties hereto with regard to any of the forgoing, the proper venue for any such dispute shall be Broward County, Florida.

4. In the event either of the parties hereto is compelled to enforce any portion of this agreement hereof, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs up to and including post judgment and appellate level proceedings.

5. ARI agrees that it will get to Owner's property as soon as it can allocate the necessary manpower and equipment, which generally should be within 30 days from the execution hereof. In the event Owner obtains the services of another roofer to do the work before ARI has mobilized to the property site this contract shall be null and void without penalty to either party. Owner acknowledges and agrees that ARI shall not be responsible or liable for any damage caused by rain or other acts of god that occur after execution of this agreement and before the emergency repairs commence.

6. There are no promises, representations or understandings outside of the terms stated in this agreement, which represents the complete agreement between the parties. Any promises, representations, or understandings made prior to the execution of this agreement are deemed merged herein. No modification of this agreement shall be valid unless in writing, signed by the party against whom the change is asserted. Any notification required by this contract shall be made in writing.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

CHAPTER 558, FLORIDA STATUTES, SHALL APPLY TO ANY CLAIM OR ACTION ARISING OUT OF OR RELATING TO THE IMPROVEMENTS PROVIDED PURSUANT TO THIS AGREEMENT.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and date above written.

ADVANCED ROOFING, INC.

By _____

JASON CARRUTH

OWNER

Authorized agent of Advanced Roofing

By_____ Authorized Agent of Owner

Type in full legal name of Property Owner: _____

All contact phone numbers:

_____

_____

Billing address if different than property address:

_____

_____

_____

ORDINANCE 2012-12

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT FOR THE PIER RESTAURANT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach is the owner of property located at 215 Oceanshore Boulevard and having Flagler County Tax Parcel ID 12-12-31-4500-00700-0250 ("the Pier"); and

WHEREAS, the City Commission of the City of Flagler Beach approved by ordinance a Lease Agreement with Ray Barshay for the Pier Restaurant; and

WHEREAS, the City and Mr. Barshay desire to amend the Lease Agreement as set forth in Exhibit "A" hereto.

NOW THEREFORE, BE IT ENACTED by the City Commission of the City of Flagler Beach, Florida:

SECTION 1. The Lease Agreement between the City of Flagler Beach and Ray Barshay for the Pier Restaurant is amended as set forth in Exhibit "A" hereto and the Mayor is hereby authorized to execute the First Addendum to the Lease Agreement on behalf of the City of Flagler Beach, Florida.

SECTION 2. This Ordinance shall become effective immediately upon its adoption as provided by law.

PASSED ON FIRST READING THIS 9TH DAY OF AUGUST, 2012.

PASSED AND ADOPTED THIS 13TH DAY OF SEPTEMBER, 2012.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

Linda Provencher

Linda Provencher, Mayor

ATTEST:

Penny Overstreet

Penny Overstreet, City Clerk

S:\CityClerk\2012\Commission\Ordinance\Ordinance 2012-12.docx

FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT (the "First Addendum"), is made and entered into this 6th day of AUGUST, 2012, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and Raymond Barshay, (the "Tenant"), upon the following terms and conditions:

WHEREAS, the City and Tenant have entered into a Lease Agreement regarding the Pier Restaurant; and

WHEREAS, the City and Tenant desire to make this First Addendum to the Lease Agreement amending certain terms of the Lease Agreement; and

WHEREAS, specifically, by this First Addendum, the Parties intend to amend the Move-In Date of the Lease Agreement, which date represents the date upon which the Lease Term is calculated as well as the date upon which Tenant must begin paying rent to the City; and

WHEREAS, pursuant to the Lease Agreement the Move-In Date was April 29, 2012; and

WHEREAS, by this First Addendum, the Parties intend to provide for postponement of the Move-In Date to October 1, 2012 while Tenant completes necessary alterations to the Leased Premises prior to opening for business; and

WHEREAS, by this First Addendum, the Parties also intend to reduce the amount of credit for repairs, the Tenant is allowed to recoup from the City in the form of rent reductions by Five Thousand Dollars which represents waiver by Tenant of five months' worth of rent reductions provided for in the original Lease Agreement; and

WHEREAS, the City and Tenant intend for this Addendum to be attached to and become a part of the Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and within the original Lease Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows (Note, deletions are identified by ~~strikethrough~~ and additions are identified by <u>underline</u>):

SECTION 1. Paragraph 4 of the Lease Agreement is amended as follows:

> 4. Tenant's Duty to Repair. Tenant agrees that upon the effective date of this Lease granting Tenant possession of the Leased Premises, Tenant shall institute and follow through to completion all repairs, other than those described in Paragraph 3, above, necessary to bring the Leased Premises and the structures located thereon into compliance with all

governing building codes, fire codes and other applicable regulations (hereinafter the "Tenant Repairs"). In the event the cost of the Tenant Repairs is estimated to exceed $35,916, the Tenant may terminate this Lease upon written notice to Landlord. In the event the cost of the Tenant Repairs is estimated to exceed $100,000, the Landlord may terminate this Lease upon written notice to the Tenant. In the event Tenant completes the repairs provided for in this paragraph Tenant shall be credited the total cost of such repairs up to a maximum credit of ~~$20,916~~ $15,916 as Advance Rent. The Advance Rent credit shall be applied toward Tenant's rental payment obligations as follows:

(a) $1,000.00 of the Advance Rent shall be applied monthly toward Tenant's rental payment obligation as a rent credit until the balance of the Advance Rent is reduced to $9,000.00;

(b) The Advance Rent remaining after application of the credits described in (a), above, shall be applied toward Tenant's rental payment obligations and any other payments due and unpaid by Tenant to Landlord at the end of the Term of this Lease, including any extensions thereof.

SECTION 2. Paragraph 5 of the Lease Agreement is amended as Follows:

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

~~(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for~~

~~all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.~~

c) October 1. 2012.

~~Within a reasonable time after the Move in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move in Date.~~

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly

and habitually failed to fully comply with the terms and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease in form sufficient to bind them.

"LANDLORD"

CITY OF FLAGLER BEACH

Linda Provencher

Linda Provencher, Mayor

Date: 8/9/12

Attest:

Penny Overstreet, City Clerk

Witness:

Print Name:

Witness:

Print Name:

"TENANT"

By: Raymond Barshay

Date: 8/6/12

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Cynthia Maley

who, on oath says that she is .....

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia County, Florida; the attached copy of advertisement, being a .....

PUBLIC NOTICE

L 1013516

in the Court,
was published in said newspaper in the issues.....

AUGUST 31, 2012

Affiant further says that The News-Journal is a newspaper published at Daytona Beach, in said Volusia County, Florida, and that the said newspaper has heretofore been continuously published in said Volusia County, Florida, each day and Sunday and has been entered as second-class mail matter at the post office in Daytona Beach, in said Volusia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

.....

Sworn to and subscribed before me

This 31ST of AUGUST

A.D. 2012

DEBORAH L. KEESEE
Notary Public, State of Florida
My Comm. Expires July 15, 2013
Commission No. DD 908344

49D

[redacted]

ORDINANCE 2012-16
AN ORDINANCE BYTHE CITY COMMISSION OF CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 5, SECTION 17 (D); SPECIFYING THAT THE KEEPING OF POULTRY IS INCLUDED IN THE PROHIBITION AGAINST KEEPING LIVESTOCK, PROVIDING FOR CODIFACTION, SEVERABILITY AND REPEAL OF ORDINANCES AND ESTABLISHING AN EFFECTIVE DATE.

ORDINANCE 2012-17
AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AUTHORIZING AND APPROVING THE FIRST ADDENDUM TO THE LEASE AGREEMENT FOR THE PIER RESTAURANT AND PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING'S AND FINAL READING WILL BE HELD ON SEPTEMBER 13, 2012 AT 6:30 P.M., OR AS SOON THERE AFTER AS POSSIBLE, IN THE CITY COMMISSION CHAMBERS, 105 S. 2ND ST., FLAGLER BEACH, FL. THIS PUBLIC HEARING MAY BE CONTINUED TO A FUTURE DATE OR DATES. THE TIMES AND DATES OF ANY CONTINUANCES OF A PUBLIC HEARING SHALL BE ANNOUNCED DURING THE PUBLIC HEARING WITHOUT ANY FURTHER PUBLISHED NOTICE. THE ORDINANCE MAY BE VIEWED AT YOUR ABOVE LOCATION. INTERESTED PARTIES MAY APPEAR AT THE MEETING AND BE HEARD WITH RESPECT TO THE PROPOSED ORDINANCE.

CITY OF FLAGLER BEACH
P.O. BOX 70
105 S. 2ND STREET
FLAGLER BEACH, FL 32136
PHONE (386) 517-2000
FAX (386) 517-2008
L1013516. August 31, 2012 1t

Grandview Flagler Partners, dba. Funky Pelican
215 A1A, Flagler Beach, FL 32136
386.671.1830
office@funkypelican.com

City of Flagler Beach

105 South 2nd Street

Flagler Beach, Florida 32136

Re: Exercise First Lease Extension Option

To whom it may concerns,

Per the lease agreement, "Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms. Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term." The First Addendum to Lease Agreement specifies the original Lease Term commenced on October 1, 2012 and ends after ten (10) years on September 31, 2022. Please let this written notice serve to exercise our First Option, extending the lease end date until September 31, 2027.

SCANNED

Best regards,

Raymond Barshay

Raymond Barshay

raybar10@aol.com

386-295-8345

CC: City Manager
City Clerk
Building Dept.

Attest:

Penny Overstreet, City Clerk

"TENANT"

Witness: Elizabeth E. Kania

Print Name: Elizabeth E. Kania

Witness: Kathleen Boyle

Print Name: Kathleen Boyle

By: Raymond Barshay

Date: 8/30/11

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and GRANDVIEW FLAGLER PARTNERS, LLC, a limited liability company, whose address is 215 S Oceanshore Blvd., Flagler Beach, FL 32136, and successor in interest to Raymond Barshay (the "Tenant").

WHEREAS, Landlord and Tenant, through their predecessor in interest, entered into that certain lease agreement dated August 30, 2011, attached hereto as Exhibit "A" (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant seek to amend certain terms of the Lease Agreement to clarify maintenance responsibilities between the parties for the Leased Premises, as defined in the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to continue on with all other terms and conditions of the Lease Agreement not modified herein.

NOW, THEREFORE, in consideration of these premises and undertakings herein contained, Landlord and Tenant hereby amend the Lease Agreement upon the following terms and conditions:

Section 5 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms, and then an additional option to extend for four (4) five-year (5 year) terms, upon completion of certain capital improvements to the property, as detailed herein (the "Term Extension"). Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Prior to expiration of the Third Option, Tenant shall have the right to provide written notice to the Landlord of their election to exercise the Term Extension detailed herein, provided that Tenant demonstrates to Landlord that the following capital improvements to the property subject to this Lease shall be made within twelve (12) months of issuance of the permits necessary for completion of the work – permits shall be submitted within one hundred and eight (180) days of approval of this First Amendment, with these timelines subject to the Force Majeure provisions set forth in Section 49 of the Lease Agreement (the "Capital Improvements"):

1. Front Façade Improvements to the structure, as detailed and illustrated in Exhibit A to this First Amendment, and including updated landscaping, painting of the full structure, new signage, and theme-based design elements; and
2. Deck Enclosure Construction, as detailed and illustrated in Exhibit B to this First Amendment.

The Capital Improvements detailed herein shall be leasehold improvements that are the responsibility of the Tenant. Tenant shall be responsible for installation, maintenance, and insurance over the Capital Improvements. General premises liability insurance coverage over these improvements shall name Landlord as an additional insured. Following the first written notice to utilize the Term Extension set forth herein, the extension periods shall automatically be exercised at the end of the preceding term, unless the Tenant provides written notice at least thirty (30) days

prior to the expiration of the then-current extension option providing notice of their election not to proceed with the additional term.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

Section 13 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

13. Landlord's Maintenance and Repair Obligations. After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in sections a) through c), below, and in paragraph 14 of this Lease.

a) **Issue and Response Resolution**. Tenant shall promptly report any issues that may affect the condition, safety, habitability, compliance, or any other material aspect of the Leased Premises to the City Manager and Chief Building Official via email. Such issues shall be classified as either Health & Safety Issues or Non-Health & Safety Issues, as defined below. Any notification of issues made in accordance with subsections i. and ii., below, shall initiate the 30-day cure period outlined in Paragraph 25 of this Lease regarding Landlord's obligation to cure any default.

i. **Health and Safety Issues**. As used in this Lease, Health and Safety Issues are conditions that present an imminent risk of harm or injury to the public or guests of the Leased Premises, or conditions that may lead to the closure of Tenant's business due to the imminent risk of harm or injury. Upon discovery of any Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within five (5) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

ii. **Non-Health and Safety Issues**. As used in this Lease, Non-Health and Safety Issues are any conditions that do not present an imminent risk of harm or injury to the public or guests, or that do not require immediate resolution for the Leased Premises to remain operational. Upon discovery of any Non-Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall

deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within ten (10) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

iii. **Financial Limitations**. Notwithstanding the foregoing, in the event the Resolution Plan requires approval from the City Commission before Landlord can take action to remedy the Health and Safety Issue or Non-Health and Safety Issue, as applicable, Landlord shall have 45 days to obtain such approval, provided Landlord has responded to Tenant acknowledging this requirement within the prescribed timeline. Where a Resolution Plan as set forth herein includes good or services in excess of $5,000.00, Tenant shall provide a minimum of two (2) bids in their Resolution Plan to Landlord.

iv. **Processing Payment**. Following Completion of a Resolution Plan set forth herein, or during work contemplated and approved thereunder, Tenant shall provide Landlord with copies of any invoices within five (5) days of receipt, and Landlord shall be responsible for direct payment of such invoices within the proper timeframe. Landlord shall be fully responsible for payment of invoices under this section.

b) **Landlord's Failure to Respond**. Should Landlord fail to respond to Tenant's notification of a Health and Safety Issue or Non-Health and Safety Issue within the applicable timeframes set forth in Paragraph 13, subsection a), the Resolution Plan shall be deemed accepted and Tenant may proceed to completion of the worth set forth in the Resolution Plan on their own initiative. Tenant shall provide Landlord with certified documentation of all costs incurred to resolve the Health and Safety Issue or Non-Health and Safety Issue, which amount shall be allocated as a rent credit under this Lease. Should Tenant elect not to proceed with a contractor, Tenant shall share the contractor's findings with the City Manager via email and/or certified letter and request a status update on the Landlord's progress in resolving the issue.

c) **Onsite Coordination with City Staff or City Assigned Contractors; Project Management**. In the event Landlord is responsible for the performance of maintenance or repairs on the Leased Premises, Tenant's General Manager and Maintenance Supervisor shall serve as the designated points of contact for the Landlord to coordinate the scheduling of the work to be performed, and any scheduling conflicts or issues shall be addressed directly with the General Manager and Maintenance Supervisor. Throughout the course of the repairs, the General Manager and Maintenance Supervisor will manage the project to minimize any disruption to Tenant's business operations.

i. **Health and Safety Issues**. Landlord, including but not limited to Landlord's contractors, subcontractors, and any other agents or representatives hired by the Landlord to perform work related to Health and Safety Issues, shall be afforded immediate access to the Leased Premises for the performance of such work, in accordance with Paragraph 27 of the Lease.

ii. **Non-Health and Safety Issues**. Landlord shall provide two (2) working days' notice to Tenant's General Manager and Maintenance Supervisor prior to performing any work related to Non-Health and Safety Issues on the Leased Premises.

Upon completion of all work to be performed, Tenant's General Manager and Maintenance Supervisor shall conduct a final inspection to ensure that all work has been performed in a workmanlike manner in full compliance with all building codes, ordinances, rules, and regulations.

Section 14 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations exclusively serving the Leased Premises ~~only~~that lie between the meter location and internal receptacles, which are not the express obligation of Landlord, provided, however, that the replacement of the grease trap, interceptor, and any associated infrastructure is the express obligation of the Landlord, along with all sewer system improvements located outside of the structure; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HV AC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests; (g) Tenant is also responsible for all termite and pest control of the Leased Premises; (h) Tenant is responsible for maintenance and upkeep of the grease trap and interceptor, and will keep this improvement is a clean and orderly manner. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent. Landlord shall conduct regular quarterly inspections of the Leased Premises in coordination with Tenant's Maintenance Supervisor or manager on duty ("Regular Inspections"). Regular Inspections shall include, but are not limited to, inspecting the condition of the Leased Premises and identifying any necessary repairs or maintenance, including those areas for which Landlord has maintenance and repair obligations under this Lease.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Lease Agreement shall continue in full force and effect.

[Signature pages following]

"TENANT"

Signed, sealed and delivered in the presence of:

By: GRANDVIEW FLAGLER PARTNERS, LLC, a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Printed Name: Raymond Barshay
Its: Managing Member

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Raymond Barshay as Managing Member of GRANDVIEW FLAGLER PARTNERS, LLC. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No. _____

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

"LANDLORD"

Signed, sealed and delivered in the presence of:

THE CITY OF FLAGLER BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Patricia "Patti" King, Mayor

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Patricia King, Mayor of The City of Flagler Beach, Florida, a municipal corporation, on behalf of the City. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No: _____

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") is made and entered into this ____ day of _____, 2025, by and between the City of Flagler Beach, Florida, a municipal corporation (the "Landlord") and GRANDVIEW FLAGLER PARTNERS, LLC, a limited liability company, whose address is 215 S Oceanshore Blvd., Flagler Beach, FL 32136, and successor in interest to Raymond Barshay (the "Tenant").

WHEREAS, Landlord and Tenant, through their predecessor in interest, entered into that certain lease agreement dated August 30, 2011, attached hereto as Exhibit "A" (the "Lease Agreement"); and

WHEREAS, Landlord and Tenant seek to amend certain terms of the Lease Agreement to clarify maintenance responsibilities between the parties for the Leased Premises, as defined in the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to continue on with all other terms and conditions of the Lease Agreement not modified herein.

NOW, THEREFORE, in consideration of these premises and undertakings herein contained, Landlord and Tenant hereby amend the Lease Agreement upon the following terms and conditions:

Section 5 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

5. Effective Date of Lease; Calculation of Lease Term; Option to Extend. This Lease shall be effective upon execution by all parties hereto, including execution of the Consent to Early Termination clause by Katalin Myer (the "Commencement Date"). The original Lease Term shall end on the first calendar day exactly ten years after the first of the following to occur (the "Move-in Date"):

(a) Tenant opens the restaurant for service of customers;

(b) Tenant is issued a certificate of occupancy; or

(c) The 121st day after Tenant has applied for any building permit related to the Leased Premises except any permits related to construction of the deck described in Paragraph 15(b). Provided, however, Tenant may request the time provided in this subsection be extended up to 90 days if necessary permits have not yet been issued and Landlord shall not unreasonably deny any such request. Tenant shall apply for all building permits necessary to complete the repairs described in Paragraph 4, above, within 60 days from September 1, 2011 or the date Tenant receives confirmation, in a form acceptable to Tenant, that the State will allow construction of a deck as referenced in Paragraph 15, herein, whichever occurs earlier.

Within a reasonable time after the Move-in Date, the parties hereto shall execute an addendum to this Lease memorializing the Move-in Date. Failure by the parties, however, to execute such addendum shall in no way affect the validity of this paragraph or the calculation of the Move-in Date.

Tenant shall have the option to extend the original Lease Term for three (3) consecutive five (5) year terms, and then an additional option to extend for four (4) five-year (5 year) terms, upon completion of certain capital improvements to the property, as detailed herein (the "Term Extension"). Tenant shall exercise the First Option for an additional five (5) year term by written notice delivered to Landlord on or before nine months prior to the end of the original Lease Term. If Tenant exercises the First Option, the original Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the First Option, it shall, at the end of the term of the First Option, have an additional option to extend the term another five (5) years (the "Second Option"). Tenant shall exercise the Second Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the First Option period. If Tenant exercises the Second Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

If the Tenant exercises the Second Option, it shall, at the end of the term of the Second Option, have an additional option to extend the term another five (5) years (the "Third Option"). Tenant shall exercise the Third Option by providing written notice to Landlord of such exercise on or before nine months prior to the end of the Second Option period. If Tenant exercises the Third Option, the Lease Term will be extended upon the same terms and conditions as set forth herein.

Prior to expiration of the Third Option, Tenant shall have the right to provide written notice to the Landlord of their election to exercise the Term Extension detailed herein, provided that Tenant demonstrates to Landlord that the following capital improvements to the property subject to this Lease shall be made within twelve (12) months of issuance of the permits necessary for completion of the work – permits shall be submitted within one hundred and eight (180) days of approval of this First Amendment, with these timelines subject to the Force Majeure provisions set forth in Section 49 of the Lease Agreement (the "Capital Improvements"):

1. Front Façade Improvements to the structure, as detailed and illustrated in Exhibit A to this First Amendment, and including updated landscaping, painting of the full structure, new signage, and theme-based design elements; and
2. Deck Enclosure Construction, as detailed and illustrated in Exhibit B to this First Amendment.

The Capital Improvements detailed herein shall be leasehold improvements that are the responsibility of the Tenant. Tenant shall be responsible for installation, maintenance, and insurance over the Capital Improvements. General premises liability insurance coverage over these improvements shall name Landlord as an additional insured. Following the first written notice to utilize the Term Extension set forth herein, the extension periods shall automatically be exercised at the end of the preceding term, unless the Tenant provides written notice at least thirty (30) days

prior to the expiration of the then-current extension option providing notice of their election not to proceed with the additional term.

Notwithstanding the foregoing, Tenant shall have no right to exercise any Option if: a) Tenant is in default of any term of the Lease at the time Tenant attempts to exercise the Option; b) Tenant is in default of any term of the Lease on the date the Option becomes effective; or c) Tenant has regularly and habitually failed to fully comply with the terms and conditions of the Lease.

Section 13 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

13. Landlord's Maintenance and Repair Obligations. After completion of the repairs to be made by Tenant pursuant to Paragraph 4 of this Lease, except as provided in Paragraph 14, Landlord shall be responsible for maintenance, repair and restoration of the premises, including all structural portions of the Leased Premises including, but not limited to, the foundation, exterior walls, roof and for items that are related to the structural safety of the pilings and pier infrastructure. The Tenant shall have no responsibility for any maintenance or repair except as set forth in sections a) through c), below, and in paragraph 14 of this Lease.

a) **Issue and Response Resolution**. Tenant shall promptly report any issues that may affect the condition, safety, habitability, compliance, or any other material aspect of the Leased Premises to the City Manager and Chief Building Official via email. Such issues shall be classified as either Health & Safety Issues or Non-Health & Safety Issues, as defined below. Any notification of issues made in accordance with subsections i. and ii., below, shall initiate the 30-day cure period outlined in Paragraph 25 of this Lease regarding Landlord's obligation to cure any default.

i. **Health and Safety Issues**. As used in this Lease, Health and Safety Issues are conditions that present an imminent risk of harm or injury to the public or guests of the Leased Premises, or conditions that may lead to the closure of Tenant's business due to the imminent risk of harm or injury. Upon discovery of any Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within five (5) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

ii. **Non-Health and Safety Issues**. As used in this Lease, Non-Health and Safety Issues are any conditions that do not present an imminent risk of harm or injury to the public or guests, or that do not require immediate resolution for the Leased Premises to remain operational. Upon discovery of any Non-Health and Safety Issue, Tenant shall promptly notify the City Engineer via email. Tenant shall

deliver a written Resolution Plan to Landlord, including any contracts for repair or remediation, outlining the proposed timeline and specific steps for addressing and resolving the Health and Safety Issue. Landlord shall review the Resolution Plan and shall, unless subject to the financial limitations set forth in section iii. herein, issue all necessary authorizations for work to proceed within ten (10) days, or shall notify Tenant of Landlord's election to complete the work directly. In the event Landlord elects to complete the work, Landlord shall provide a Resolution Plan with a projected timeline to Tenant at the time of response.

iii. **Financial Limitations**. Notwithstanding the foregoing, in the event the Resolution Plan requires approval from the City Commission before Landlord can take action to remedy the Health and Safety Issue or Non-Health and Safety Issue, as applicable, Landlord shall have 45 days to obtain such approval, provided Landlord has responded to Tenant acknowledging this requirement within the prescribed timeline. Where a Resolution Plan as set forth herein includes good or services in excess of $5,000.00, Tenant shall provide a minimum of two (2) bids in their Resolution Plan to Landlord.

iv. **Processing Payment**. Following Completion of a Resolution Plan set forth herein, or during work contemplated and approved thereunder, Tenant shall provide Landlord with copies of any invoices within five (5) days of receipt, and Landlord shall be responsible for direct payment of such invoices within the proper timeframe. Landlord shall be fully responsible for payment of invoices under this section.

b) **Landlord's Failure to Respond**. Should Landlord fail to respond to Tenant's notification of a Health and Safety Issue or Non-Health and Safety Issue within the applicable timeframes set forth in Paragraph 13, subsection a), the Resolution Plan shall be deemed accepted and Tenant may proceed to completion of the worth set forth in the Resolution Plan on their own initiative. Tenant shall provide Landlord with certified documentation of all costs incurred to resolve the Health and Safety Issue or Non-Health and Safety Issue, which amount shall be allocated as a rent credit under this Lease. Should Tenant elect not to proceed with a contractor, Tenant shall share the contractor's findings with the City Manager via email and/or certified letter and request a status update on the Landlord's progress in resolving the issue.

c) **Onsite Coordination with City Staff or City Assigned Contractors; Project Management**. In the event Landlord is responsible for the performance of maintenance or repairs on the Leased Premises, Tenant's General Manager and Maintenance Supervisor shall serve as the designated points of contact for the Landlord to coordinate the scheduling of the work to be performed, and any scheduling conflicts or issues shall be addressed directly with the General Manager and Maintenance Supervisor. Throughout the course of the repairs, the General Manager and Maintenance Supervisor will manage the project to minimize any disruption to Tenant's business operations.

i. **Health and Safety Issues**. Landlord, including but not limited to Landlord's contractors, subcontractors, and any other agents or representatives hired by the Landlord to perform work related to Health and Safety Issues, shall be afforded immediate access to the Leased Premises for the performance of such work, in accordance with Paragraph 27 of the Lease.

ii. **Non-Health and Safety Issues**. Landlord shall provide two (2) working days' notice to Tenant's General Manager and Maintenance Supervisor prior to performing any work related to Non-Health and Safety Issues on the Leased Premises.

Upon completion of all work to be performed, Tenant's General Manager and Maintenance Supervisor shall conduct a final inspection to ensure that all work has been performed in a workmanlike manner in full compliance with all building codes, ordinances, rules, and regulations.

Section 14 of the Lease Agreement is amended in part to read as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

14. Tenant's Maintenance and Repair Obligations. Tenant's maintenance and repair obligations shall include, without limitation: (a) maintenance, repair and replacement of the non-structural interior improvements to the Leased Premises including partition walls, floor coverings, wall coverings, interior doors, and ceilings; (b) disposal of all rubbish, trash, garbage, and other waste from the Leased Premises in a clean and sanitary manner; (c) maintenance, repair, and replacement of all utility installations exclusively serving the Leased Premises ~~only~~that lie between the meter location and internal receptacles, which are not the express obligation of Landlord, provided, however, that the replacement of the grease trap, interceptor, and any associated infrastructure is the express obligation of the Landlord, along with all sewer system improvements located outside of the structure; (d) maintenance, repair and replacement of all exterior window and door glass and screens; (e) maintenance, repair and replacement of the HV AC system which serves the buildings located on the Leased Premises; (f) repair of any damage caused to the Leased Premises caused by the negligence or intentional acts or omissions of Tenant or Tenant's employees, agents, invitees or guests; (g) Tenant is also responsible for all termite and pest control of the Leased Premises; (h) Tenant is responsible for maintenance and upkeep of the grease trap and interceptor, and will keep this improvement is a clean and orderly manner. If Tenant fails to fulfill its maintenance obligations hereunder, Landlord shall have the right, but not the obligation, to perform such maintenance and repair on behalf of Tenant and to charge Tenant the full cost thereof which will become immediately due and payable as additional rent. Landlord shall conduct regular quarterly inspections of the Leased Premises in coordination with Tenant's Maintenance Supervisor or manager on duty ("Regular Inspections"). Regular Inspections shall include, but are not limited to, inspecting the condition of the Leased Premises and identifying any necessary repairs or maintenance, including those areas for which Landlord has maintenance and repair obligations under this Lease.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Lease Agreement shall continue in full force and effect.

[Signature pages following]

"TENANT"

Signed, sealed and delivered in the presence of:

By: GRANDVIEW FLAGLER PARTNERS, LLC, a Florida limited liability company

_____
Witness 1

_____
Print Name of Witness 1

By: _____
Printed Name: Raymond Barshay
Its: Managing Member

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by Raymond Barshay as Managing Member of GRANDVIEW FLAGLER PARTNERS, LLC. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No. _____

IN WITNESS WHEREOF, the parties hereto attached their hands and seals on the dates set forth below.

"LANDLORD"

Signed, sealed and delivered in the presence of:

THE CITY OF FLAGLER BEACH, FLORIDA, a Florida municipal corporation

_____
Witness 1

By: _____
Patricia "Patti" King, Mayor

_____
Print Name of Witness 1

_____
Witness 2

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025 by Patricia King, Mayor of The City of Flagler Beach, Florida, a municipal corporation, on behalf of the City. He or she is [_] personally known to me or [_] produced _____ as identification and did not take an oath.

_____
Notary Public
Commission No: _____

Funky Pelican Sales 2025 over $1.0M

Invoice Date	Sales Tax Month Ended	Monthly Total	YTD Total	Excess $1,000,000	3% due to the City	INCREASE IN JANUARY
3/1/2025	January 31, 2025	296,431.05	296,431.05			
4/1/2025	February 28, 2025	404,262.97	700,694.02			
5/1/2025	March 31, 2025	514,929.96	1,215,623.98	215,623.98	6,468.72	**May Invoice**
6/1/2025	April 30, 2025	416,269.66	1,631,893.64	416,269.66	12,488.09	**June**
7/1/2025	May 31, 2025	371,050.23	2,002,943.87	371,050.23	11,131.51	**July**
8/1/2025	June 30, 2025	384,457.57	2,387,401.44	384,457.57	11,533.73	**August**
9/1/2025	July 31, 2025	361,955.58	2,749,357.02	361,955.58	10,858.67	**September**
10/1/2025	August 31, 2025	299,016.19	3,048,373.21	299,016.19	8,970.49	**October**
11/1/2025	September 30, 2025	227,320.38	3,275,693.59	227,320.38	6,819.61	**November**
12/1/2025	October 31, 2025	266,094.40	3,541,787.99	266,094.40	7,982.83	**December**
1/1/2026	November 30, 2025		3,541,787.99	-	-	billed on January Invoice
2/1/2026	December 31, 2025		3,541,787.99	-	-	billed on February Invoice
		3,541,787.99		-		

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
4,031.80	4,152.75	124.58	2025

2024

$ 1,000,000.00

INCREASE IN JANUARY

Ray needs to inform us if he wants to take the next 5 year option by 3/31/23
In year 5 on (1/1/18) increase 2.5% to 3%

Invoice Date	Sales Tax Month Ended	Monthly Total	YTD Total	Excess $1,000,000	3% due to the City	
3/1/2024	January 31, 2024	334,156.60	334,156.60			
4/1/2024	February 28, 2024	440,510.43	774,667.03			
5/1/2024	March 31, 2024	579,889.24	1,354,556.27	354,556.27	10,636.69	**May Invoice**
6/1/2024	April 30, 2024	476,916.71	1,831,472.98	476,916.71	14,307.50	**June**
7/1/2024	May 31, 2024	457,185.50	2,288,658.48	457,185.50	13,715.57	**July**
8/1/2024	June 30, 2024	495,136.28	2,783,794.76	495,136.28	14,854.09	**August**
9/1/2024	July 31, 2024	489,153.12	3,272,947.88	489,153.12	14,674.59	**September**
10/1/2024	August 31, 2024	296,408.17	3,569,356.05	296,408.17	8,892.25	**October**
11/1/2024	September 30, 2024	299,124.39	3,868,480.44	299,124.39	8,973.73	**November**
12/1/2024	October 31, 2024	287,517.69	4,155,998.13	287,517.69	8,625.53	**December**
1/1/2025	November 30, 2024	336,644.19	4,492,642.32	336,644.19	10,099.33	billed on January Invoice
2/1/2025	December 31, 2024	279,424.24	4,772,066.56	279,424.24	8,382.73	billed on February Invoice
		4,772,066.56		-		

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
3,914.37	4,031.80	221.75	2024
	Effective 06/01	120.95	

2023

$ 1,000,000.00

Invoice Date	Sales Tax Month Ended	Monthly Total	YTD Total	Excess $1,000,000	3% due to the City	
3/1/2023	January 31, 2023	313,973.17	313,973.17			
4/1/2023	February 28, 2023	397,523.08	711,496.25			
5/1/2023	March 31, 2023	517,290.41	1,228,786.66	228,786.66	6,863.60	May Invoice
6/1/2023	April 30, 2023	465,088.00	1,693,874.66	465,088.00	13,952.64	June
7/1/2023	May 31, 2023	409,984.56	2,103,859.22	409,984.56	12,299.54	July
8/1/2023	June 30, 2023	432,154.55	2,536,013.77	432,154.55	12,964.64	August
9/1/2023	July 31, 2023	445,710.64	2,981,724.41	445,710.64	13,371.32	September
10/1/2023	August 31, 2023	361,349.86	3,343,074.27	361,349.86	10,840.50	October
11/1/2023	September 30, 2023	335,075.42	3,678,149.69	335,075.42	10,052.26	November
12/1/2023	October 31, 2023	353,577.61	4,031,727.30	353,577.61	10,607.33	December
1/1/2024	November 30, 2023	309,280.54	4,341,007.84	309,280.54	9,278.42	billed on January Invoice
2/1/2024	December 31, 2023	315,517.02	4,656,524.86	315,517.02	9,465.51	billed on February Invoice
		4,656,524.86		-		

INCREASE IN JANUARY

Ray needs to inform us if he wants to take the next 5 year option by 3/31/23
In year 5 on (1/1/18) increase 2.5% to 3%

Increase Base Rent by 3% every January 1

Previous Rent	Plus 3%	Sales Tax	For Year
3800.36	3,914.37	215.29	2023

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	Lupita McClenning, Planner
Meeting Date:	December 11, 2025
Item Name:	Application PVAR26-0001: Variance - 202 S. Daytona Avenue. Applicant is requesting a variance from Appendix A — Land Development Regulations, Article II, Section 2.04.02.12. Drive-through type businesses are prohibited in Downtown General Commercial, Mixed Use Overlay. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District.

Background:

This parcel is located on the SW corner of S. Daytona Avenue and S. 2nd St. The property is 50' x 150', 7500 square-foot lot. A demolition permit was approved in June, 2025. The applicant submitted plans for a 3-story commercial building with a one-way, one-lane, drive-through for a financial institution. The applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. *Design Guidelines*, Drive-through type businesses that have a drive-in component as part of their operation are a prohibited use. Financial institutions with a drive-through component are only permitted by Special Exception in the Highway Commercial District.

An updated set of plans for a commercial structure without a drive-through component were submitted for Technical Review Committee consideration on October 10, 2025. The proposed updated plans meet with Land Development Regulations and design guidelines.

On November 4, 2025, the Planning and Architectural Review Board unanimously recommended to deny the proposed variance request.

Fiscal Impact:

N/A

Staff Recommendation:

The request to permit a drive-through does not meet Section 8.05.01, standards for "undue hardship." The granting of variance does not deprive the applicant of rights enjoyed by other properties in the same zoning district. The Downtown Design Guidelines designated three

downtown planning areas: Downtown Mixed-Use District, Downtown A1A Core Retail Corridor, and Residential Neighborhoods. The Downtown Mixed-Use District prioritizes the public realm and encourages street-level pedestrian activity. Allowing a drive-through in the downtown area runs counter to the goals of the Downtown Mixed-Use District as drive-throughs contribute to auto-oriented designs and lifestyles. Following the Planning and Architectural Review Board recommendation to deny the requested variance, Staff continues to recommend that the City Commission deny the variance to allow a drive-through in the Downtown Mixed-Use district.

Attachments:

1. VARIANCE_PVAR26_0001_ 202 S Daytona Ave_Findings
2. APPLICATION_VARIANCE_PVAR26-0001
3. Legal Ad Affidavit
4. SURVEY_VARIANCE_PVAR26-0001
5. SITE PLAN_BARWICK BANK VARIANCE_UPDATED
6. Schematic Drawing revised 11072025

City of Flagler Beach

P.O. Box 70 ● 116 3rd Street South
Flagler Beach, Florida 32136
Phone (386) 517-2000 ● Fax (386) 517-2016

Date: October 22, 2025

To: Planning and Architectural Review Board (PARB)

From: Lupita McClenning, City Planner

RE: 202 S. Daytona Avenue, Flagler Beach, FL
Request for a Variance PVAR25-0002

Land Use Data

Applicant: Joseph Pozzuoli, Architect
Owner: Barwick Banking Company

Property Address: 202 S. Daytona Avenue, Flagler Beach, FL

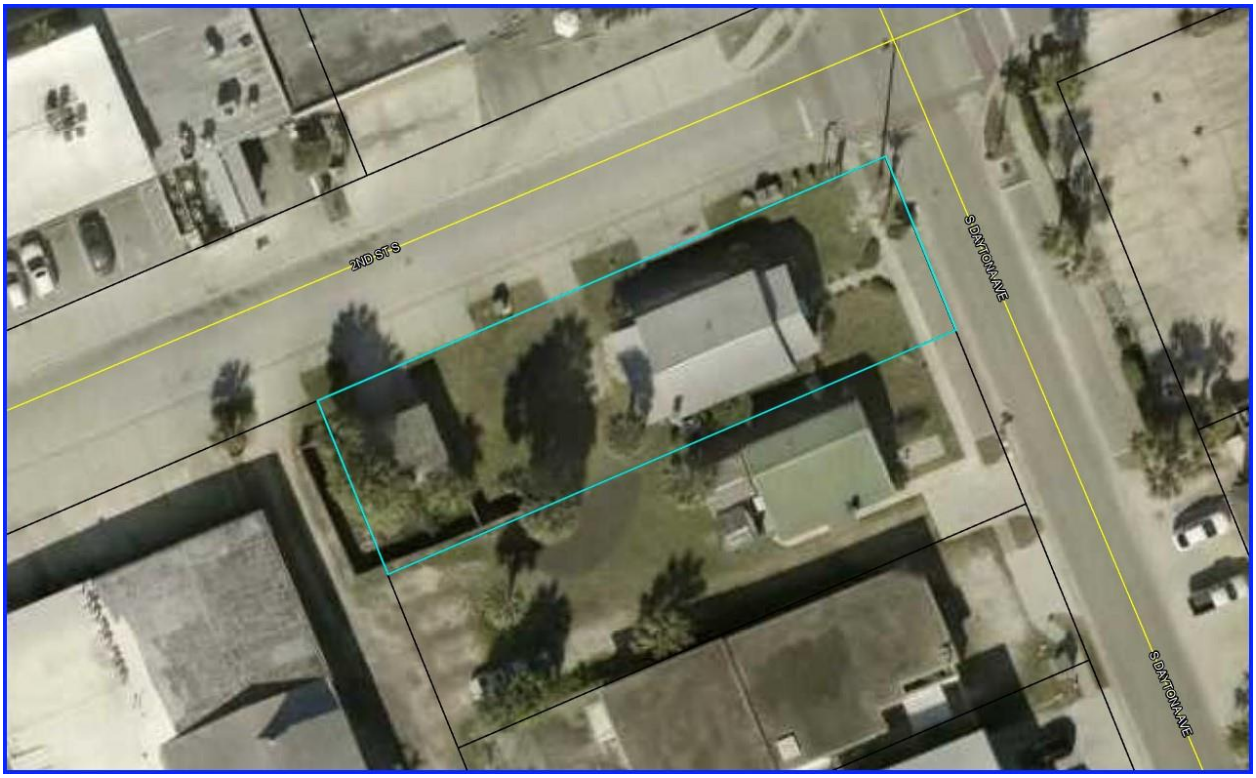
Parcel ID: 12-12-31-4500-00500-0010
.19 of an acre

FLUM: Commercial

Zoning: General Commercial
Overlay: Downtown Mixed-Use Overlay

Section 2.04.02 The urban design goals for the Downtown Mixed Use Overlay district are:

1. Enhance the pedestrian scale environment while retaining the eclectic beach town character.
2. Develop strong linkages between the residential neighborhoods and the Downtown.
3. Create a harmonious character that incorporates the City's historical and cultural heritage.
4. Provide flexible site development principles while maintaining a high level of aesthetic element.
5. Maintain a sense of connection with the traditional single-family houses while accommodating a mix of residential and beach oriented commercial uses.



Building Design

The built environment is vital in maintaining an area's visual integrity and unique character. Traditionally sized and smaller scaled buildings help to establish a pedestrian scale and also maintain the character of the Downtown. The guidelines in this section are applicable to properties located in the Downtown Mixed-Use Overlay District.

Guidelines

1. All new development, additions and/or renovations should reflect the traditional development patterns and strive to encourage an efficient pedestrian oriented environment.
2. New buildings should incorporate a clear division between street level and upper floors through a change of architectural elements, materials, and/or color.

Background:

A demolition permit for existing building on 202 S. Daytona was approved June 2025.

Proposal

Applicant attended the Technical Review Committee (TRC) meeting to gather technical feedback for:

- a three-story commercial building
- a one-way, one-lane drive-through for a bank

- ground floor proposes a 2,010 SQFT, with 2,313 SQFT of offices each for the 2nd floor and 3rd floors.
- Open covered areas include 897 SQFT on the ground floor, and 542 SQFT of open balconies on the 2nd and 3rd floors.

Variance Request

Section 02.04.02

Applicant is requesting a variance from the Land Development Code, Article II, Section 2.04.02. *Design Guidelines*, Drive-through type businesses that have a drive-in component as part of their operation is a prohibited use.

Applicant requests relief from the land development code minimum standards to allow for a one-way, one-lane drive through.

Financial institutions with a drive-through component **are only permitted by special exception in Highway Commercial district.**

Planning and Architectural Review Board Section 8.05.13

The Planning and Architectural Review Board (PARB) may recommend to grant variances only upon finding that the request meets the six standards set forth in Appendix A, Land Development Regulations, Section 8.05.13.

In advocating any variance, the Planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is advocated, shall be deemed a violation of this ordinance.

The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review Board advocate a variance to permit use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district.

No nonconforming use of neighboring lands, structures or buildings in the same zoning district, and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocation of a variance.

Staff Analysis Appropriate Conditions and Safeguards Section 8.05.13

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other structures or buildings in the same zoning district.

a. *No special conditions or circumstances exist which are peculiar to the land which are not applicable to other commercial buildings in the same zoning district. No commercial properties within the Downtown Mixed Use Overlay district are permitted to have a drive-through component.*

2. That the special conditions and circumstances do not result from the actions of the applicant.
   a. *The circumstances are the result from the actions of the applicant/owner to develop the property with a drive-through component.*
   b. *The applicant recently submitted a revised set of plans to the TRC eliminating the drive-through and replacing with two (2) walk-up ATM's. Eliminating the drive-through component eliminated the request to remove existing ROW public parking to accommodate an additional curb cut for egress of the drive-through along S. Daytona Avenue*
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district.
   a. *The granting of this variance confers special privileges which is denied to other commercial property in the mixed-use overlay zoning district.*
4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
   a. *The granting of variance does not deprive the applicant of rights enjoyed by other properties in the same zoning district.*
5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure,
   a. *The minimal granting of a variance will not make possible the reasonable use of the land.*
   b. *A 3-story commercial structure **without** a drive-through component was submitted for review at the TRC on 10/16/2025 which can be built in accordance with land development regulations and design guidelines.*
6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
   a. *The project proposes a drive-through in the heart of the downtown mixed-use district. The code and guidelines prescribe pedestrian-scale developments, with strong linkages between neighborhood and*

downtown, maintaining a sense of connection among mix of residential and beach oriented commercial uses.

b. *A drive-through in the heart of downtown with pedestrian activity is potentially injurious or otherwise detrimental to the public.*

Planning Staff Recommendation

The request to permit a drive-through does not meet the standards for "practical difficulty" or "undue hardship." Granting the variance for a drive-through undermines the guidelines and code for a mixed-use district and negatively impacts public safety, pedestrian activity in the downtown and surrounding neighborhood.

Staff recommends the Planning and Architectural Review Board recommend to the City Commission to deny the variance based on the following conditions:

1. An economic disadvantage or a desire for convenience is not sufficient to demonstrate undue hardship. According to Florida case law, a variance cannot be granted for self-created hardships. A hardship must be unique to the property; not conditions and standards applicable to other properties that are similarly zoned (general commercial with mixed-use overlay.)

2. Sites with drive-throughs can have several features that detract from a pedestrian-oriented streetscape. The drive-through component poses a safety risk, potentially impacting pedestrian flow, with a high possibility of congestion for vehicles entering and exiting the drive-through.

3. The Downtown Mixed-use district prioritizes the public realm and encourages street-level pedestrian activity. Allowing a drive-through in the downtown area would run counter to the goals of the Mixed-use district as drive-throughs contribute to auto-oriented designs and lifestyles.

4. The applicant bears the burden of proof to justify the need for the variance by providing supporting documentation including a study demonstrating the unique circumstance and the impact of denying the variance request. If applicant fails to provide sufficient evidence, the variance request can justifiably be denied.

   The applicant did not demonstrate how a drive-through would or would not present negative land use and/or transportation impacts on the surrounding area including:

   - off-site queuing that could block the sidewalk, bike lane, or traffic lane;
   - drive-throughs contribute directly to air pollution via vehicle idling that occurs as customers await service in a one-way drive;

- noise from drive through speakers can negatively impact residential neighbors;
- Additionally, consumers increasingly use self-service digital apps for many low-level routine financial transactions which reduces the need for drive-throughs and provides institutions with opportunity to focus on high-value services like mortgages and financial planning (which are not done in a drive-through scenario).

CITY OF FLAGLER BEACH
BUILDING AND PLANNING DEPARTMENT

GENERAL APPLICATION			
☐	*Final Site Plan*	☐	*Preliminary Plat*
☐	*Master Site Plan*	☐	*Final Plat*
☐	*Site Development Plan(s)*	☐	*Plat Vacating*
☐	*Rezoning*	☐	*Subdivision Master Plan*
☐	*Comprehensive Plan Amendment*	☐	*Non-statutory Land Division/Parcel Reconfiguration*
☐	*Future Land Use Map Amendment*	☐	*Site Plan Modification (Post approval)*
☐	*Special Exception*	☐	*Development Order Modification*
☑	*Variance*	☐	*Wireless Communication Facility (new structure)*

RECEIVED
SEP 24 2025

Application Submittal Date: _____

PVAR26-0001

Fee Paid: $_____. Date Received: _____

Employee Accepting Application (print name): _____

Rejected Date: _____. Rejected by: _____

Reason for Rejection: _____

A. PROJECT NAME: Barwick Banking Company - Flagler

B. LOCATION OF SUBJECT PROPERTY (PHYSICAL ADDRESS): 202 S Daytona Ave, Flagler Beach, FL 32136

C. PROPERTY APPRAISER'S PARCEL ID NUMBER(s): 12-12-31-4500-00500-0010

D. LEGAL DESCRIPTION: George Moody Subdivision Name; ~~Block 50 Lot~~

Section; _____ Block(s); 50 N 50 Lot(s); 1, 2, & 3

E. SUBJECT PROPERTY ACRES / SQUARE FOOTAGE: 8,251.942

F. FUTURE LAND USE MAP DESIGNATION: Commercial EXISTING ZONING DISTRICT: Flagler Beach Redevelopment Area

OVERLAY DISTRICT: District 22

G. FLOOD ZONE: X FEMA COMMUNITY PANEL NUMBER: _____ DATE: _____

H. CURRENT USE OF PROPERTY: Vacant, Previously Retail.

I. DESCRIPTION OF REQUEST/PROPOSED DEVELOPMENT (ATTACH ADDITIONAL SHEETS)

Request for a variance of a 1 lane Drive Thru on the South side of the property. Ingres into the parking lot on N side (S 2nd St.), Egres onto S Daytona Ave.

J. PROPOSED NUMBER OF LOTS (If Applicable): _____ Development Phasing: *Yes* ☐ *No* ☑

K. LIST BELOW ANY APPLICATIONS CURRENTLY UNDER REVIEW OR RECENTLY APPROVED ASSOCIATED WITH THIS APPLICATION:

L. WATER/SEWER PROVIDER: _____

M. EXISTING MORTGAGE? Yes ☐ No ☑

OWNER: Barwick Banking Company	*APPLICANT/AGENT:* Same - Barwick Banking Co.
Name: Barwick Banking Company	Name:
Mailing Address: 101 Marina Cove Dr. St, Aug, FL	Mailing Address:
Phone Number: 386-569-3505	Phone Number:
E-mail Address: sgrinstead@barwickbank.com	E-mail Address:

MORTGAGE HOLDER:	*ENGINEER OR PROFESSIONAL:* JPA
Name:	Name: Joseph Pezzuti
Mailing Address:	Mailing Address: 314 Moody Blvd, Flagler Beach
Phone Number:	Phone Number: 386-439-5650
E-mail Address:	E-mail Address: jpa@JPAFlorida.com

SURVEYOR: Stephenson, Wilcox & Associates	*LANDSCAPE ARCHITECT:* JPA
Name:	Name:
Mailing Address: P.O Box 196, Bunnell, FL	Mailing Address:
Phone Number: 386-437-2363	Phone Number:
E-mail Address:	E-mail Address:

PLANNER: JPA	*TRAFFIC ENGINEER:*
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

ATTORNEY OF RECORD:	*DEVELOPER:* ~~ACLA~~ TBD
Name:	Name:
Mailing Address:	Mailing Address:
Phone Number:	Phone Number:
E-mail Address:	E-mail Address:

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS APPLICATION IS CORRECT:

Signature of owner OR person authorized to represent this application:

Signature(s): _____ _____

Printed or typed name(s): Silas Grinstead James Bange

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization this 24 day of, Sept 2025 by Silas Grinstead & James Bange individual submitted by ✓ Personal Knowledge ___ Satisfactory Evidence: Type DL

Gracie M Lee
Signature of Notary Public, State of Florida

(SEAL) GRACIE M. LEE
Notary Public
State of Florida
Comm# HH689928
Expires 8/23/2027

VARIANCE APPLICATION
INFORMATION PACKET

City of Flagler Beach
P.0. BOX 70 800 S. DAYTONA AVENUE
FLAGLER BEACH, FL 32136
Phone (386) 517-2000 Fax (386) 517-2016

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REQUIREMENTS

The following provides the requirements involving a variance request

1. **Application Checklist**
   Information needed to complete the variance application includes:

   A. A description of the variance request.

   B. The property owner's name, address, telephone number and email address.

   C. If the owner is not the applicant, the applicants name, address, telephone number and email address.

   D. Tax parcel number and address of parcel.

   E. Parcel size.

2. **ADDITIONAL REQUIRMENTS CHECKLIST**
   The completed application must be returned to the Planning and Building Department with the following:

   _ A. A filing fee of $700.00 plus $35.00 Intake Fee. Additional fees for mailing notifications to adjoining property owners and public notices in newspaper. **All of these fees are non-refundable.**

   _ B. A notarized authorization form from the owner or the attorney representing the owner.

   _ C. A copy of the legal description.

   _ D. A signed and sealed survey of the property prepared by a Florida Registered Land Surveyor that shows the location and dimensions of existing and proposed structure(s) and distances of existing and proposed structure(s) from all lot lines and proposed improvement for which the variance is requested.

   _ E. A completed signed written petition for a variance.

City of Flagler Beach
P.O. Box 70 *800 S Daytona Avenue
Flagler Beach, Florida 32136
Phone (386) 517-2000 Fax (386) 517-2016

Zoning Variance Application

Date: 9/8/2025

Applicant: Barwick Banking Company Email: sgrinstead@barwickbank.com

Address: 101 Marina Cove Dr. Phone#: 386-569-3505

St. Augustine, FL 32080

Owner of Subject Property: 202 S Daytona Ave, Flagler Beach, FL 32136

Address: 101 Marina Cove Dr. Email: sgrinstead@barwickbank.com

Saint Augustine, FL 32080 .Phone# 386-569-3505

Applicant Status: _ Owner ✓ Agent for Owner_ Attorney for Owner_ Contract Purchaser

This is a request for a Variance for a 1 lane Drive Thru on the South side of the subject property.

on GC zoned property. The Comprehensive Plan Future Land Use designation is Commercial

Size or Parcel 8,250 sqft or .189 acres Tax Parcel# 12-12-31-4500-00500-0010

Address of Property 202 S Daytona Ave, Flagler Beach

4

APPLICATION WILL NOT BE ACCEPTED UNLESS ALL OF THE FOLLOWING ARE TTACHED:

A. A filing fee of $700.00 + $35.00 intake fee, plus additional fees for mailing notifications to adjoining property owners and public notices in newspaper. **All of these fees are non-refundable.**
B. A notarized authorization form from the owner or the attorney representing the owner.
C. A copy of the legal description.
D. A signed and sealed survey of the property prepared by a Florida Registered Land Surveyor that shows the location and dimensions of existing and proposed structure(s) and distances of existing and proposed structure(s) from all lot lines and proposed improvement for which the variance is requested.
E. A completed signed written petition for a variance.

THIS IS TO CERTIFY THAT I AM THE OWNER OF THE SUBJECT PROPERTY DESCRIBED IN THIS VARIANCE PETITION. I HAVE READ THIS PETITION AND THE STATEMENTS CONTAINED HEREIN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.
SIGNATURE OF PETITIONER: _____ DATE: 9/24/25

Owner Authorization

Property Address: 202 S Daytona Ave
Flagler Beach, FL

Parcel Id: 12-12-31-4500-00500-0010

AS OWNER, I AUTHORIZE Silas Grinstead TO ACT AS MY AGENT IN THIS MATTER.
PRINT NAME, ADDRESS AND PHONE NUMBER OF REPRESENTATIVE, IF APPLICABLE.

NAME: Silas Grinstead ADDRESS: 3 Booton Lane, Palm Coast, FL 32137

PHONE: 386-569-3505

STATE OF FLORIDA,
County of Flagler

Subscribed and Sworn to (or affirmed) before me by

SIGNATURE OF OWNER - James Benge

Berwick Banking Company
OWNER'S NAME (Print/Type)

101 Marina Cove Dr, St Augustine 904-484-7674
ADDRESS (Street, City) & Phone Number

This 24 day of September 2025. Who is personally known to me or has produced DL as identification.

HH689928 8.23.2027
Commission Number & Expiration

Gracie M Lee
Notary Public

GRACIE M. LEE
Notary Public
State of Florida
Comm# HH689928
Expires 8/23/2027

VARIANCE APPLICATION -ATTACHMENT A

VARIANCE STANDARDS

The Planning and Architectural Review Board may grant variances only upon finding that the request meets the six standards set forth in Appendix A, Land Development Regulations, Section 8.05.13. Describe how your request meets each requirement.

1. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other structures or buildings in the same zoning district;

2. That the special conditions and circumstances do not result from the actions of the applicant;

3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this ordinance to other lands, buildings or structures in the same zoning district;

4. That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant;

5. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure;

6. That the grant of the variance will be in harmony with the general intent and purpose of this ordinance, and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

In advocating any variance, the planning and Architectural Review Board may prescribe appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is advocated, shall be deemed a violation of this ordinance. The Planning and Architectural Review Board may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed or both. Under no circumstances except as permitted above shall the Planning and Architectural Review board advocate a variance to permit use not generally or by special exception permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures or buildings in other zoning districts shall be considered grounds for the advocation of a variance.

Barwick Banking Company
EST 1907

For Locals. By Locals.

Variance Standards

1. **Redevelopment Priority Area**
   This property is situated diagonally across from the new Compass Margaritaville Hotel and falls within the highest priority redevelopment area as designated in the 2006 CRA Master Plan. Its strategic location presents a unique opportunity to contribute meaningfully to the revitalization of this specific district.
2. **Special Conditions Not Resulting from Applicant Actions**
   The unique conditions of this site and its intended use under the CRA vision are not the result of any actions by the applicant. Rather, the applicant is positioned to enhance and support the CRA's redevelopment efforts in this area.
3. **No Special Privileges Granted**
   Approval of the requested variance for a drive-through lane does not constitute a special privilege. There are already two former bank locations within the CRA district that include drive-through lanes. Furthermore, other businesses in the district do not rely on drive-through facilities to enhance their services, underscoring that the request is consistent with existing precedents.
4. **Prevention of Hardship and Preservation of Rights**
   Denial of this variance would deprive the applicant of rights commonly enjoyed by similar businesses within the CRA district. It would also impose a hardship by limiting Barwick Banking Company's ability to serve its clients effectively. Additionally, it would adversely affect numerous customers and Flagler Beach residents who face challenges entering and exiting vehicles, thus restricting access to essential banking services.
5. **Consistent with Zoning and Intended Use**
   The property is zoned for general commercial use, which permits operation as a local community bank. The requested variance would enable Barwick Bank to utilize the site more effectively and deliver the highest level of service expected of a financial institution.
6. **No Detriment to Public Welfare**
   Granting this variance would not negatively impact the surrounding area or public welfare. The drive-through would operate only during regular business hours (Monday–Friday, 8:00 AM–5:00 PM) and would remain closed on weekends and holidays, thereby minimizing any potential traffic or noise concerns.

CHECKLIST OF REQUIRED ITEMS

The information and attachments requested as part of this application are the minimum necessary to determine compliance with the requirements of the City of Flagler Beach Zoning Ordinance. The City may require additional information, or waive certain requirements, at any time during the application process depending upon the nature of the variance request.

ATTACHMENTS CHECKLIST:

DESCRIPTION OF HOW THIS APPLICATION MEETS THE SIX VARIANCE STANDARDS (Complete Attachment A, "Variance Standards")

WARRANTY DEED

OWNER'S AUTHORIZATION

OTHER AGENCY PERMITS (Certified statement re: required permits and copy of applications/ permits)

LOCATION MAP

SITE DEVELOPMENT PLAN (1"=20')

CURRENT SURVEY - To include:

- Wetlands jurisdiction line and wetlands buffer delineation (if applicable)
- Elevations relative to the National Geodetic Vertical Datum (NGVD)
- Spot elevations at property corners, and at least two intermediate points along side property lines and the high & low points along centerline of the property
- Proposed finished floor elevation
- Finished floor elevation of adjacent residences (if applicable)

DRAINAGE PLAN OR VERIFICATION OF EXISTING DRAINAGE IMPROVEMENTS (Wetlands, Mirror Lake Overlay District, Coastal Construction Zone (Additional Information as applicable or required)

BUILDING ELEVATIONS (Front, back, and side, showing height and setback compliance)

EXISTING / PROPOSED PLAN

12 COMPLETE SETS OF ALL REQUESTED MATERIALS

Instrument No: 2025019333 5/7/2025 11:05 AM BK: 2958 PG: 351 PAGES: 2 DOCTAX PD $5,320.00 -
RECORDED IN THE OFFICIAL RECORDS OF Tom Bexley, Clerk of the Circuit Court & Comptroller Flagler, FL

PREPARED BY & RETURN TO:
Susan Flanagan
Covenant Closing & Title Services
4879 Palm Coast Parkway NW, Suite 4
Palm Coast, FL 32137

Incident to the fulfillment of conditions contained
in title insurance commitment issued by it.

Tax ID #: 12-12-31-4500-00500-0010
File #: 25-207391

WARRANTY DEED

This Warranty Deed made this 28th day of April, 2025 by **Christopher Anthony Lewis and Sarah Alma Lewis, husband and wife**, whose post office address is: 1301 North Ocean Shore Blvd., Flagler Beach, FL 32136, hereinafter called the grantor,

to: **Barwick Banking Company, a Georgia Corporation**, whose post office address is: 101 Marina Cove Drive, Saint Augustine, FL 32080, hereinafter called the grantee,

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: that the grantor, for and in consideration of the sum of **$760,000.00**, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in **Flagler** County, Florida, viz:

The North 50 feet of Lot 1, the North 50 feet of Lot 2, and the North 50 feet of the Easterly 35 feet of Lot 3, Block 50, Moody Subdivision of Flagler Beach, Flagler County, Florida as recorded in Plat Book 1, Page 24, Public records of Flagler County Florida. Together with any and all rights, title, and interest that the grantor may have in and to the Westerly 15 feet of the North 50 feet of Lot 3, Block 50, Moody Subdivision of the Flagler County, Florida as recorded in Plat Book 1, Page 24, Public Records of Flagler County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) nor any members of the household of Grantor(s) reside thereon.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in **FEE SIMPLE** forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in **FEE SIMPLE**; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **2025**, reservations, restrictions and easements of record, if any.

Unofficial Copy

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Susan Flanagan
Witness #1 Sign

SUSAN FLANAGAN
Witness #1 Print

COVENANT CLOSING
Witness #1 Address
Palm Coast, FL 32137

Witness #1 City, State and Zip

Christopher Anthony Lewis

Sarah Alma Lewis

Tracy Callahan Hennessey
Witness #2 Sign

Tracy Callahan Hennessey
Witness #2 Print

312 N 11th St
Witness #2 Address

Flagler Beach FL 32136
Witness #2 City, State and Zip

****TWO DIFFERENT WITNESSES REQUIRED****

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 28th day of April, 2025 by **Christopher Anthony Lewis and Sarah Alma Lewis,** who are personally known to me, or who have provided valid government issued identification.

(NOTARY SEAL)

SUSAN LEIGH FLANAGAN
Notary Public - State of Florida
Commission # HH 492228
My Comm. Expires Mar 10, 2028
Bonded through National Notary Assn.

Susan Flanagan
Notary Public

My Commission Expires: _____

Unofficial Copy

FLAGLER COUNTY PROPERTY APPRAISER

Parcel ID	12-12-31-4500-00500-0010	Owner	BARWICK BANKING COMPANY	Land Value	$199,500	Last 2 Sales			
Prop ID	78912		101 MARINA COVE DRIVE	Ag Land Value	$0	Date	Price	Reason	Qual
Class Code	STORES, 1 STORY		SAINT AUGUSTINE, FL 32080	Building Value	$68,422	4/28/2025	$760000	I	U
Taxing District	22	Physical Address	202 S DAYTONA AVE	Misc Value	$590	7/15/2024	0	I	U
GIS sqft	8,251.942			Just Value	$268,512				
				Assessed Value	$268,512				
				Exempt Value	$0				
				Taxable Value	$268,512				

Date created: 9/24/2025
Last Data Uploaded: 9/24/2025 7:19:56 AM

Developed by SCHNEIDER GEOSPATIAL

Serial Number
25-00387F

Observer
You. Your Neighbors. Your Neighborhood.
PalmCoastObserver.com

Palm Coast Observer
Published Weekly
Palm Coast, Flagler County, Florida

COUNTY OF FLAGLER

STATE OF FLORIDA

Before the undersigned authority personally appeared Nancy Kay Raymond who on oath says that he/she is Publisher's Representative of the Palm Coast Observer a weekly newspaper published at Palm Coast, Flagler County, Florida; that the attached copy of advertisement,

being a Notice of Public Hearing

in the matter of November 4th and November 13th

in the Court, was published in said newspaper by print in the

issues of 10/23/2025

Affiant further says that the Palm Coast Observer complies with all legal requirements for publication in chapter 50, Florida Statutes.

*This Notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

N. Kay Raymond

Nancy Kay Raymond

Sworn to and subscribed, and personally appeared by physical presence before me,

23rd day of October, 2025 A.D.

by Nancy Kay Raymond who is personally known to me.

LESLINE CUMMINGS-HARRISON
Notary Public, State of Florida
Commission # HH 661748
My Comm. Expires Apr 8, 2029
Bonded through National Notary Assn.

Notary Public, State of Florida
(SEAL)

CITY OF FLAGLER BEACH
PUBLIC HEARING NOTICE

Variance Application PVAR26-0001 - 202 S. Daytona Avenue. An application has been submitted requesting a variance from Appendix A - Land Development Regulations, Article II, Section 2.04.02.12. The request is to include a drive-thru window service element to a proposed, new commercial financial institution building.

The subject property is identified as GEORGE MOODY SUB DIV BLOCK 50 N 50 FT OF LOTS 1,2,3 AND ANY RIGHTS IN ABUTTING ALLEY and has Tax Parcel ID No. 12-12-31-4500-00500-0010.

A PUBLIC HEARING IS SCHEDULED TO BE HELD AT CITY HALL, 105 S. 2ND STREET, FLAGLER BEACH, FLORIDA AS FOLLOWS:

PLANNING AND ARCHITECTURAL REVIEW BOARD: TUESDAY, NOVEMBER 4, 2025, AT 5:30 P.M.

CITY COMMISSION: THURSDAY, NOVEMBER 13, 2025, AT 5:30PM OR AS SHORTLY THEREAFTER.

ALL INTERESTED PARTIES ARE INVITED TO ATTEND.

PLEASE DIRECT ANY QUESTIONS TO THE CITY OF FLAGLER BEACH AT 386-517-2000 EXT. 231.

The public hearings may be continued to a future date or dates. The times and dates of any continuances of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida.

If a person decides to appeal any decision made with respect to any matter considered at the above referenced hearings, he/she will need a record of the proceedings. For such purposes, it may be necessary to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

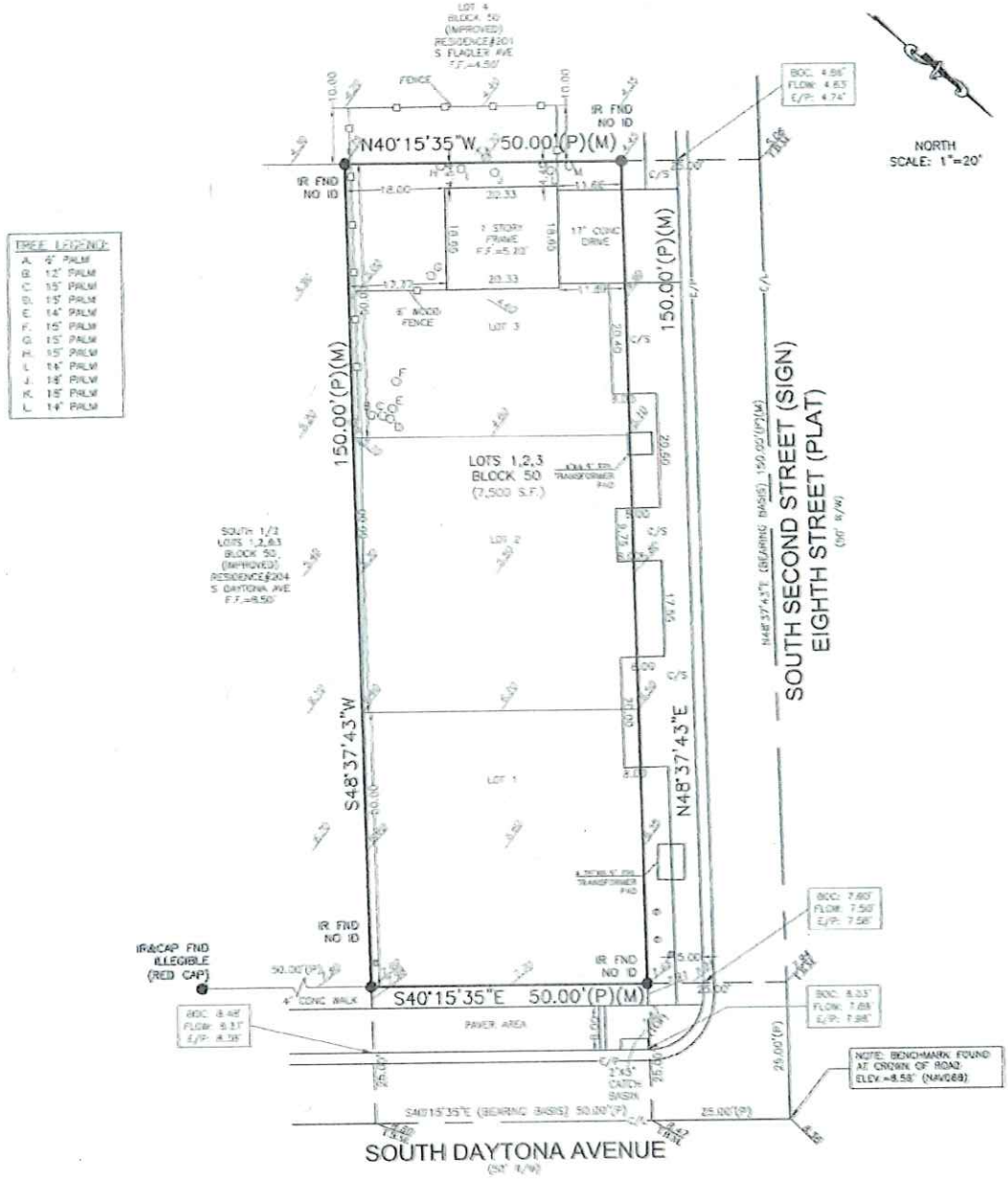
In accordance with the *Americans with Disabilities Act*, persons needing assistance to participate in any of these proceedings should contact the City Clerk's Office at 386-517-2000 Ext. 233 at least 48 hours prior to the meeting.

For further information about this request, please call the Planning & Zoning Department at (386) 517-2000 Ext. 231. More detailed information may be inspected by the public at the Planning & Zoning Department, 800 S. Daytona Avenue, Flagler Beach, during office hours.

Oct. 23 25-00387F

ADDRESS: 202 SOUTH DAYTONA AVENUE

JOB #25-2662



REVISIONS:

—

TYPE OF SURVEY: BOUNDARY / LOCATION / TOPOGRAPHIC

NOTE: THIS SURVEY IS VALID NO MORE THAN 90 DAYS FROM DATE OF LAST FIELD WORK

DESCRIPTION: LOTS 1, 2 & 3, BLOCK 50, MOODY SUBDIVISION, FLAGLER BEACH, A SUBDIVISION AS RECORDED IN MAP BOOK 1, PAGE 24, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

LEGEND:

⊙ Ø	1/2" Iron Rod set "SWA"	(D)	Deed Bearing & Distance	P.T.	Point of Tangency	A/C	Air Conditioner Pad
● IR	5/8" Iron Rod found	(P)	Plat Bearing & Distance	P.I.	Point of Intersection	EQP	Pool Equipment Pad
● IP	1/2" Iron Pipe	(M)	Measured Bearing & Distance	U.E.	Utility Easement	ENC	Encroachment Offset
⊙ N/S	Nail and Disk set "LB7672"	(C)	Calculated Bearing & Distance	D.E.	Drainage Easement		Pumping Tank
● N/S	Nail and Disk found	C/L	Center Line	L.E.	Landscape Easement	O/E	Overhead Electric
■ P/K	Parker-Kalon Nail found	N.G.V.D.	National Geodetic Vertical Datum			P.P.	P.P. – Power Pole
■ CM	Concrete Monument set	N.A.V.D.	North American Vertical Datum			MH	Manhole
■ PCP	Permanent Control Point	W/L	Mean Tide Level			T	Telephone Riser
□ CM	Concrete Monument set	B.M.	Bench Mark			CATV	Cable Television Riser
■ CM	Concrete Monument found	T.B.M.	Temporary Bench Mark			FO	Fiber Optic Riser
PRM	Permanent Reference Monument	TOB	Top Of Bank			WM	Water Meter
FND	Found	TOE	Toe of Slope			EM	Electric Meter
LB	Licensed Business	F.F.	Finish Floor Elevation			FH	Fire Hydrant
LS	Licensed Surveyor	CH	Chord Bearing			WV	Water Valve
PSM	Professional Surveyor & Mapper	CH	Chord Distance				Wood Fence
O.R.	Official Records Book	P.C.	Point of Curvature	C.B.S.	Concrete Block & Stucco		Vinyl Fence
PG	Page	P.R.C.	Point of Reverse Curvature	CONC.	Concrete		Wire Fence
		N.R.	Non-Radial Curve	C/S	Concrete Slab		Split Rail Fence

NOTES:

1. The solid lots are recorded in Map Book 1, Page 24.
2. Elevations refer to N.A.V.D. 1988 datum and reference local datum.
3. Underground improvements and utilities not located.
4. Bearings refer to plat datum and to the centerline of SOUTH DAYTONA AVENUE as being S40°15'35"E.
5. Property lies in Flood Zone "X" & "X" (annual chance flood = 0.2%), with reference to Map No. 12035C0223E, Effective Date: June 6, 2018. This location is based on maps prepared by the Federal Emergency Management Agency. Flood location and flood zone determination must with said agency and based on N.A.V.D. 1988 datum.
6. Description provided by client.
7. No search for encumbering instruments was made by surveyor.
8. Error of closure meets or exceeds 1:7500 feet.
9. Fences shown are located with an accuracy of ±0.2'.

CLIENT INFO:

BARWICK BANKING COMPANY
101 MARINA COVE DRIVE
ST. AUGUSTINE, FL 32080

SWA STEPHENSON, WILCOX & ASSOCIATES, INC. CA#0726-LB#7672
2729 E. Moody Blvd., Ste. 409
PO Box 146 Bunnell FL 32110
Phone: 386.437.2363 - Email: info.swa@gmail.com
CIVIL ENGINEERS · LAND SURVEYORS · CONSULTANTS · PLANNERS

JOB TYPE:	FIELD DATE	OFFICE DATE	JOB NO.	BY:
Boundary	06/13/25	06/18/25	25-3663	BAS
Site Plan				
House Stake				
Formboard				
Foundation				
Final				

I hereby certify that the survey represented hereon meets or exceeds the minimum standards established pursuant to Section 472.027 Florida Statutes and adopted in Chapter 5J-17 Florida Administrative Code.

06/18/2025

DAN A. WILCOX JR., PSM No. 5749, PE No. 57633

Not valid without the signature and the original raised seal of a Florida Licensed surveyor and mapper

SHEET 1 of 1

SQUARE FOOTAGE:	
FIRST FLOOR A/C	2,010 SQ. FT.
COVERED DRIVE THROUGH	891 SQ. FT
TOTAL FOOTPRINT	2,911 SQ. FT.
2ND FLOOR A/C	2,048 SQ. FT.
OPEN BALCONY	528 SQ. FT.
TOTAL	2,576 SQ. FT.
3RD FLOOR A/C	2,044 SQ.FT.
OPEN BALCONY	528 SQ.FT.
TOTAL	2,572 SQ. FT.
TOTAL A/C	6,112 SQ.FT.

PROPERTY INFO:

ZONED:
GC- COMBINED USE

OVERLAY DISTRICT:
DOUNTOWN OVERLAY

FLUME:
COMMERCIAL

SITE DATA

FRONT SETBACK	10'-0'	
SIDE STREET SETBACK	5'-0'	
REAR / SIDE SETBACK	0'-0'	
TOTAL LOT SQUARE FEET	= 11,500 100%	SQ.FT.
ALLOWABLE IMPERVIOUS	= 6,150 90%	SQ.FT.
BUILDING FOOTPRINT	= 2,010 27%	SQ.FT.
PARKING/WALKS	= 3,211 43%	SQ.FT.
PROPOSED IMPERVIOUS	= 5,231 76%	SQ.FT.
PROPOSED PERVIOUS	= 7,263 30%	SQ.FT.

SITE PARKING CALCULATIONS

COMMERCIAL PARKING REQUIRED: 1 SPACE FOR EVERY 350 SQ. FT.
TOTAL FLOOR AREA = 8,065 / 6,112 SF (A/C)
132 SPACES PER 800 SQ. FT. ON SITE

PROPOSED PARKING:

COMMERCIAL SPACES REQUIRED: +/- 8,065 SQ. FT. / 350 = 23 SPACES REQUIRED
+/- 8,065 SQ. FT. / 800 x 132 = 14 SPACES REQUIRED

COMMERCIAL SPACES PROVIDED:
- 6 SPACES ON SITE (14 SPACES REQUIRED ON SITE)
- 5 STANDARD SPACES
- 1 ADA SPACE
- WILL NEED 11 ADDITIONAL FROM PARKING POOL

(50' R/W)

SOUTH SECOND STREET (SIGN)
EIGHTH STREET (PLAT)

N48°37'43"E (BEARING BASIS) 150.00'(P)(M)

BOC: 4.86'
FLOW: 4.63'
E/P: 4.74'

5.08 T.B.M.

C/L

25.00'

7.94 T.B.M.

8.56

NOTE: BENCHMARK FOUND AT CROWN OF ROAD ELEV.=8.56' (NAVD88)

BOC: 7.60'
FLOW: 7.50'
E/P: 7.58'

BOC: 8.03'
FLOW: 7.89'
E/P: 7.98'

50'-0" SITE LINE

EXISTING 5' CONC WALK

4'X4.5' FPL TRANSFORMER PAD

S48°37'43"W 150.00'(P)(M)

4.75'X4.5' FPL TRANSFORMER PAD

STOP SIGN

IR FND NO ID

LANDSCAPING

5' SETBACK

18'-0" 18'-0" 24'-7 1/2" 20'-0" 5'-0" 69'-0"

H.C. RAMP

UP

DN

LOTS 1,2,3 BLOCK 50 (15,150 SF)

PROPOSED 3-STORY COMMERCIAL BUILING

10' SETBACK

S40°15'35"E 50.00'(P)(M)

LIGHT POLE

2'X5' CATCH BASIN

EXISTING PARKING

S40°15'35"E (BEARING BASIS) 50.00'(P)

C/L

SOUTH DAYTONA AVENUE
(50' R/W)

8.47 T.B.M.

8.60 T.B.M.

25.00'

LOT 4 BLOCK 50 (IMPROVED) RESIDENCE #201 S FLAGLER AVE F.F.=4.50'

N40°15'35"W 50.00'(P)(M)

4" CONC CURB

TRASH

PERVIOUS PAVER DRIVE THROUGH

S48°37'43"W 150.00'(P)(M)

50.00' LOT 3

50.00' LOT 2

50.00' LOT 1

EXISTING 4' CONC WALK

50.00'(P)

SOUTH 1/2 LOTS 1,2,&3 BLOCK 50 (IMPROVED) RESIDENCE #204 S DAYTONA AVE F.F.=8.50'

IRICAP FND ILLEGIBLE (RED CAP)

BOC: 8.48'
FLOW: 8.27'
E/P: 8.38'

SCHEMATIC SITE PLAN

SCALE: 1/8" = 1'-0"

JPA
JOSEPH PIZZUTI ARCHITECTS
314 MOODY BLVD
FLAGLER BEACH FLORIDA 32136
(386) 439-3003
AA 26001767/AR 13178/ID 1043

A NEW BUILDING FOR:

BARWICK BANK

SCHEMATIC PRESENTATION I

PROJECT # 225115

DATE: 10.04.2025

SQUARE FOOTAGE:	
FIRST FLOOR A/C	2,020 SQ. FT.
COVERED DRIVE THROUGH	891 SQ. FT
TOTAL FOOTPRINT	2,911 SQ. FT.
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TOTAL	2,572 SQ. FT.
TOTAL A/C	6,112 SQ.FT.

PROPERTY INFO:	
ZONED: GC- COMBINED USE	
OVERLAY DISTRICT: DOWNTOWN OVERLAY	
FLUMS: COMMERCIAL	

SITE DATA			
FRONT SETBACK	10'-0"		
SIDE STREET SETBACK	5'-0"		
REAR / SIDE SETBACK	0'-0"		
TOTAL LOT SQUARE FEET	= 7,500	100%	SQ.FT.
ALLOWABLE IMPERVIOUS	= 6,750	90%	SQ.FT.
BUILDING FOOTPRINT	= 2,020	27%	SQ.FT.
PARKING/WALKS	= 3,271	43%	SQ.FT.
PROPOSED IMPERVIOUS	= 5,231	70%	SQ.FT.
PROPOSED PERVIOUS	= 2,269	30%	SQ.FT.

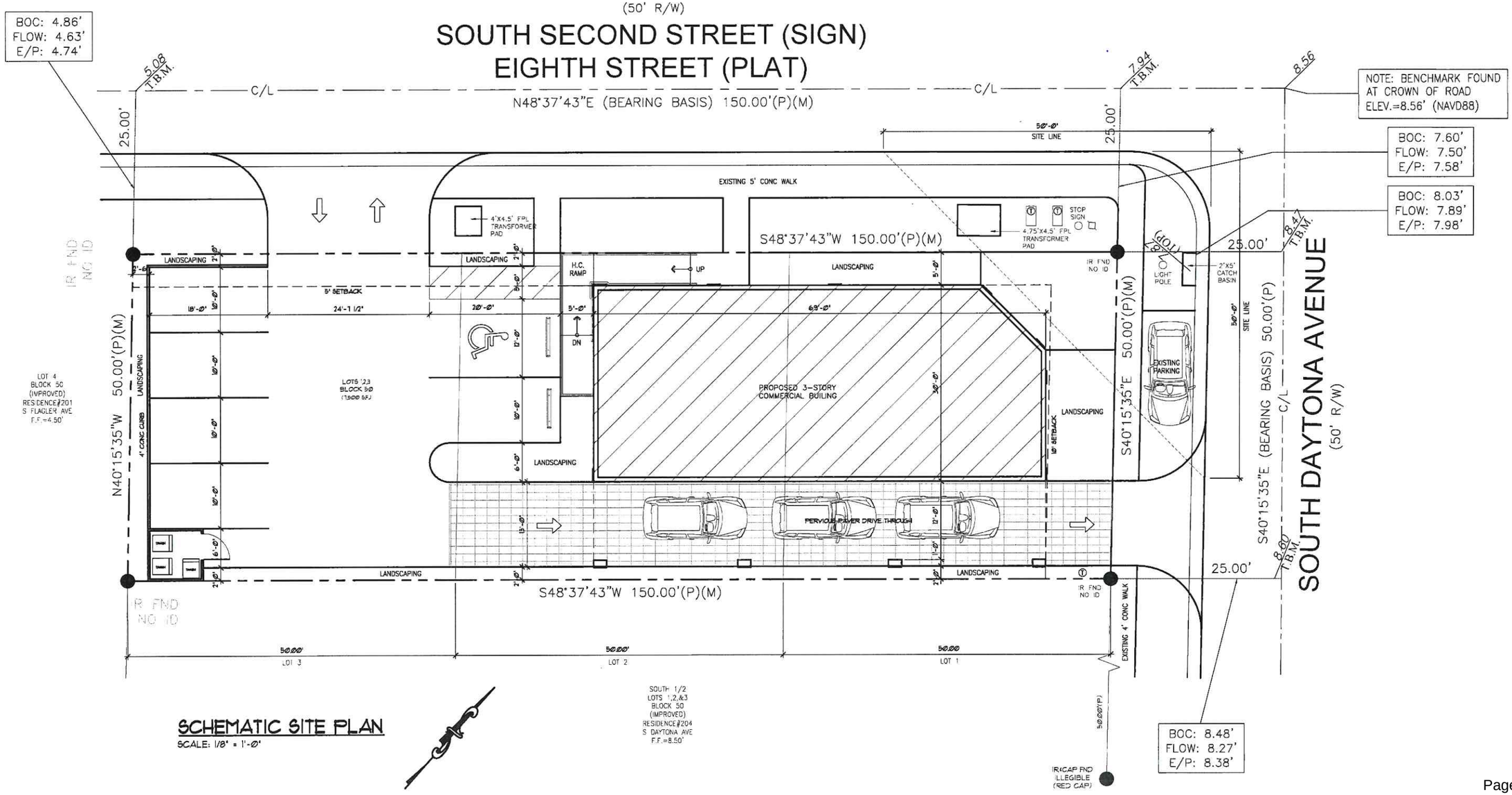
SITE PARKING CALCULATIONS

COMMERCIAL PARKING REQUIRED	1 SPACE FOR EVERY 350 SQ. FT. TOTAL FLOOR AREA = 8,065 / 6,112 SF (A/C) 132 SPACES PER 800 SQ. FT. ON SITE
PROPOSED PARKING:	
COMMERCIAL SPACES REQUIRED:	+/- 8,065 SQ. FT. / 350 = 23 SPACES REQUIRED +/- 8,065 SQ. FT. / 800 x 132 = 14 SPACES REQUIRED
COMMERCIAL SPACES PROVIDED:	- 6 SPACES ON SITE (14 SPACES REQUIRED ON SITE) - 5 STANDARD SPACES - 1 ADA SPACE - WILL NEED 11 ADDITIONAL FROM PARKING POOL

(50' R/W)

SOUTH SECOND STREET (SIGN)
EIGHTH STREET (PLAT)

N48°37'43"E (BEARING BASIS) 150.00'(P)(M)



SCHEMATIC SITE PLAN

SCALE: 1/8" = 1'-0"

JPA

A NEW BUILDING FOR:

BARWICK BANK

SCHEMATIC PRESENTATION I

PROJECT # 2251115

DATE: 10.04.2025

Staff Report

City Commission Regular Meeting

December 11, 2025

To:	City Commission
From:	Drew Smith, City Attorney
Meeting Date:	December 11, 2025
Item Name:	Ordinance 2025- 29. An Ordinance of the City of Flagler Beach, Florida, relating to the Land Development Regulations; amending the Code of Ordinances to add Section 8.06.01 to Appendix "A," "Land Development Regulations," establishing a process for the review of reasonable accommodation requests for certified recovery residences pursuant to Florida Statutes Section 397.487; providing for conflicts; providing for codification; providing for severability; and providing an effective date (First Reading).

Background:

Chapter 2025-182, Laws of Florida, which was formerly known as Senate Bill 954, establishes new regulatory requirements for certified recovery residences in Florida, effective July 1, 2025. Pursuant to Section 397.487, Florida Statutes, "By January 1, 2026, the governing body of each county or municipality shall adopt an ordinance establishing procedures for the review and approval of certified recovery residences within its jurisdiction. The ordinance must include a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence." These facilities, commonly known as sober homes, offer structured, supportive living environments for individuals recovering from substance-use disorders. Typically operated as group living arrangements, recovery residences can present zoning and land use challenges related to occupancy limits, neighborhood compatibility, and use classifications. In the 2025 legislative session, the Florida Legislature passed Senate Bill 954, which requires local governments to adopt an ordinance to establish a process for applicants seeking reasonable accommodations from land use regulations that serve to prohibit the establishment of a certified recovery residence. On June 25, 2025, Governor DeSantis approved Senate Bill 954, and Senate Bill 954 was codified into law as Chapter 2025-182. The proposed LDC amendment complies with the statutory requirements of Section 397.487, Florida Statutes.

An applicant shall not be entitled to a reasonable accommodation if the requested accommodation is incompatible with surrounding uses and structures in the zoning district, is not substantially similar to surrounding uses and structures expressly permitted in the zoning district, and the city has not otherwise routinely waived the applicable ordinance, rule, policy, practice or procedure. A requested increase in density shall not be considered reasonable

accommodation. The applicant shall demonstrate that the proposed accommodation does not impose an undue financial or administrative burden on the city.

Fiscal Impact:
No fiscal impacts are anticipated.

Staff Recommendation:
Staff recommends approval of Ordinance 2025-29 on first reading.

Attachments:
1. 2025-29

ORDINANCE NO. 2025-29

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, RELATING TO THE LAND DEVELOPMENT REGULATIONS; AMENDING THE CODE OF ORDINANCES TO ADD SECTION 8.06.01 TO APPENDIX "A," "LAND DEVELOPMENT REGULATIONS," ESTABLISHING A PROCESS FOR THE REVIEW OF REASONABLE ACCOMMODATION REQUESTS FOR CERTIFIED RECOVERY RESIDENCES PURSUANT TO FLORIDA STATUTES SECTION 397.487; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 397.487(15)(a), Florida Statutes, mandates that each municipality and county in the State of Florida must adopt an ordinance establishing procedures for the review and approval of certified recovery residences; and

WHEREAS, Section 397.487(15)(a), Florida Statutes, further mandates the inclusion within such ordinance of a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, Section 397.487(15)(b), Florida Statutes, provides that the regulation of the establishment of certified recovery residences must be consistent with the Fair Housing Amendments Act of 1988 (42 U.S.C. §§ 3601 et seq.) and Title II of the Americans with Disabilities Act (42 U.S.C. §§ 12131 et seq.); and

WHEREAS, the City of Flagler Beach Planning and Zoning Board held a public hearing, with all required public notice, to provide recommendations to the City Commission on this Ordinance to amend the Land Development Code and recommend that the City Commission adopt the Ordinance; and

WHEREAS, adoption of this Ordinance ensures that the City of Flagler Beach complies with Section 397.487(15), Florida Statutes, and that the best interest of ~~the public~~public health, safety, and welfare is served.

NOW THEREFORE, BE IT ENACTED BY THE CITY OF FLAGLER BEACH FLORIDA:

Section 1. The findings set forth in the recitals above are adopted and fully incorporated herein by reference.

Section 2. Appendix "A," Article 8, Section 8.06.01, "Requests for Accommodations by Certified Recovery Residences" of Appendix "A" to the City of Flagler Beach Code of Ordinances, is hereby created to read as follows (Note: additions indicated by underscore; deletions indicated

by ~~strikethrough~~; and text that shall remain unaltered that is not reproduced here is indicated by ellipses (***)):

8.06.01. - REQUESTS FOR ACCOMMODATIONS BY CERTIFIED RECOVERY RESIDENCES.

(A) Purpose and applicability. The purpose of this section is to establish procedures for review and approval of reasonable accommodation requests to the City's land use and zoning ordinances, rules, regulations, policies, and procedures that may prohibit establishment of certified recovery residences pursuant to section 397.487, Florida Statutes. Facilitating reasonable accommodation requests ensures that individuals with a disability and/or handicap have equal opportunity to use and enjoy dwellings, buildings or structures, or to provide accessibility in another manner, as provided by the Federal Fair Housing Amendments Act (42 U.S.C. §§ 3601 et seq. ("FHA") and Title II of the Americans with Disabilities Amendments Act (42 U.S.C. §§ 12131 et seq. ("ADA"). For purposes of this section, a "disabled" person is an individual who qualifies as disabled and/or handicapped under the FHA and/or ADA. Any person who is disabled (or qualifying entities) may request a reasonable accommodation with respect to the City's Land Development Code, Code of Ordinances, rules, regulations, policies, or procedures as provided by the FHA and the ADA pursuant to the procedures set out in this section.

(B) Applicant. Any person who is disabled or a provider of services to disabled individuals qualifying for a reasonable accommodation, collectively referred to as "Applicant" in this subsection, may request a reasonable accommodation to the City's land use and zoning ordinances, rules, regulations, policies, and procedures that prohibit establishment of certified recovery residences. It is the responsibility of the Applicant to establish that they, or those who are being provided recovery services, are protected individuals under the FHA and/or ADA by demonstrating that the proposed accommodation is reasonable and necessary to afford the Applicant, or those who are being provided services, an equal opportunity to use and enjoy a residential dwelling.

(C) Application Procedure. A request for reasonable accommodation shall be made to the City Planner. An application for reasonable accommodation must, at a minimum, provide the following:

(1) Name and contact information of the Applicant or the Applicant's authorized representative;
(2) Property address and parcel identification number of where the reasonable accommodation is being requested. If the Applicant is not the owner of the property, then the contact information for the owner and an owner's authorization form is also required;
(3) A description of the accommodation and the specific regulation(s) and/or procedures from which the accommodation is sought;
(4) Reasons the accommodation may be necessary for the Applicant or those who are being provided services;

(5) A description of the qualifying disability or handicap;
(6) A certification signed by the Applicant stating: I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED IN THIS REQUEST IS TRUE AND CORRECT. I UNDERSTAND THAT IF I KNOWINGLY PROVIDE FALSE INFORMATION WITH THIS REQUEST, MY REQUEST SHALL BECOME NULL AND VOID;
(7) A verification of disability status form executed by someone with personal knowledge of the Applicant's, or those who are being provided services', disability, such as a medical or social services professional;
(8) Any additional information or documentation the Applicant feels is necessary to supplement the request for reasonable accommodation.
(9) Signature of the Applicant and date.

The City Planner will date-stamp the application upon receipt and notify the Applicant, in writing, within 30 days if additional information is required. The Applicant must provide the additional information within 30 days. Failure of the Applicant to provide a response within 30 days will result in the application being denied, unless the Applicant requests an extension of time in writing.

(D) Review. Within 60 days of receiving a completed application, the City Planner, or designee, shall review the request for reasonable accommodation and make a determination consistent with the FHA and/or ADA, after considering all of the following:

(1) Whether the Applicant has established that they are protected under the FHA and/or ADA by demonstrating that they or those being provided recovery services, are handicapped or disabled, as defined in the FHA and/or ADA. To do this, the following must be shown:

(a) A physical or mental impairment which substantially limits one (1) or more major life activities;
(b) That they are regarded as having such impairment; and
(c) A record of having such impairment.

(2) Whether the requested accommodation is reasonable and necessary to afford the Applicant an equal opportunity to use and enjoy the dwelling, building or structure, or provides accessibility in another manner.
(3) Whether the requested accommodation would impose an undue financial or administrative burden on the City.
(4) Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the City.

If the City Planner, or designee, finds that the requested accommodation will impose an undue financial or administrative burden on the City or will require a fundamental alteration in the nature of the City's land use and zoning regulation, they may consider whether an alternative reasonable accommodation exists which would effectively meet

the disability-related need. An alternative reasonable accommodation may be the requested accommodation with conditions. In conducting the review, the City Planner, or designee, may make a site visit to the property where the reasonable accommodation is being requested.

(E) Determination. Once review of the request is complete, the City Planner, or designee, will make a determination in writing to:

(1) Approve the reasonable accommodation request in whole or in part, with or without conditions; or
(2) Deny the reasonable accommodation request, in accordance with state and federal law, and state the objective evidence-based reasons for denial and identify any deficiencies or actions necessary for reconsideration.

The written determination by the City Planner, or designee, shall also include the Applicant's right and method to appeal the determination. If the written determination is not issued within 60 days after receipt of the completed application, the reasonable accommodation request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(F) Appeals. Applicant shall have 30 days from the date of the City Planner or designee's, written determination to appeal the determination or any conditions included therein, to the City Planner. Appeals must be made in writing and include the name of the Applicant, address and contact information, a written summary of the reason for the appeal, and an explanation of why the determination or condition is in error. Appeals shall be submitted to the City Planner. The City Planner shall issue a final decision on the appeal within 45 days of submitting the appeal to City Planner.

(G) No Fee. There shall be no fee imposed by the City for the reasonable accommodation request process outlined in this section.

(H) Stay of Enforcement. While a request for reasonable accommodation, or its appeal, is pending, the City will not enforce any applicable land use and zoning ordinances, rules, regulations, policies, and procedures against the Applicant.

(I) Expiration of Approvals. Approval of requests for reasonable accommodation shall expire within one hundred eighty (180) days if not implemented.

(J) Revocation of Reasonable Accommodation. Any reasonable accommodation received shall be deemed revoked if the Applicant or the property upon which the accommodation is granted is found in violation of any conditions of the approval granting the reasonable accommodation by a court of law or by the special magistrate hearing code enforcement cases. Failure to obtain state certification or a required state license, or failure to maintain state certification or a required state license or alternate certification permitted by this section, shall result in revocation of the reasonable

accommodation and cessation of operations within sixty (60) days of termination of the license or certification.

(K) Confidential Information. Should the information provided by the Applicant to the City include medical information or records, including records indicating the medical condition, diagnosis, or medical history of the disabled individual(s), such individual(s) may, at the time of submitting such medical information, request that the City, to the extent allowed by law, treat such medical information as confidential information of the disabled individual(s).

(L) General Provisions. The following general provisions are applicable to all reasonable accommodation requests:

(1) The Applicant may apply for a reasonable accommodation on their own behalf or may be represented at all stages of the reasonable accommodation process by an attorney, legally appointed guardian, or other person designated by Applicant as a power of attorney.
(2) In the event that a reasonable accommodation is granted, the Applicant shall continue to comply with any and all other applicable building and/or permitting processes required by the City's Code of Ordinances and Land Development Code and all other state and federal laws.
(3) A reasonable accommodation is specific to the Applicant and does not run with the subject property.

Section 3. Conflicts. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Codification. The City Planner shall cause the Code of Ordinances of the City of Flagler Beach to be amended as provided by this Ordinance and may renumber, re-letter, and rearrange the codified parts of this Ordinance if necessary to facilitate the finding of the law.

Section 5. Severability. Should any word, phrase, sentence, subsection, or section be held by a court of competent jurisdiction to be illegal, void, unenforceable, or unconstitutional, then that word, phrase, sentence, subsection, or section so held shall be severed from this Ordinance and all other words, phrases, sentences, subsections, or sections shall remain in full force and effect.

Section 6. Effective Date. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED ON FIRST READING THIS ____DAY OF _____ 2025.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2026~~5~~.

CITY OF FLAGLER BEACH, FLORIDA

_____

Patti King, Mayor

ATTEST:

_____

Penny Overstreet, City Clerk