



City Commission Regular Meeting Amended Agenda

Thursday, June 25, 2026 at 5:30 PM

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

All meeting items will be continued until meeting is complete.

1. **Call the meeting to order**
2. **Pledge of Allegiance followed by a moment of silence to honor our Veterans, members of the Armed Forces and First Responders**
3. **Proclamations and Awards**
 - a. April 29, 2026, Ocean Rescue — Lieutenant Greg Evans and Firefighter Matthew Malach
 - b. June 2, 2026, Ocean Rescue — Driver Engineer Kayla Mullen and Firefighter John Strickland
 - c. June 2, 2026, Ocean Rescue — Deputy Chief Michael Schoenbrod and Officer Emmett Luttrell
4. **Deletions and changes to the agenda**
5. **Public comments regarding items not on the agenda**

Citizens are encouraged to speak. However, comments should be limited to three minutes. A thirty-minute allocation of time for public comment on items not on the agenda. Each speaker has up to three-minutes to address the Chair, and one opportunity to speak, no time can be allotted to another speaker.
6. **Consent Agenda**
 - a. Approve the Regular Meeting Minutes of June 11, 2026.
 - b. Approve the Fiscal Year 2026/2027 Funding Agreement between the City of Flagler Beach and the Volusia-Flagler Transportation Planning Organization.
7. **General Business**
 - a. Resolution 2026-44. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving payment to Florida Power & Light Company for utility relocation services related to Work Request WR14657578, required due to the location of the City's new plant, in an amount not to exceed \$71,636.88; providing for conflict and an effective date.
 - b. Resolution 2026-50. A Resolution by the City Commission of the City of Flagler Beach, Florida, to engage Johnson Controls to install a city-wide camera system for a purchase price of \$109,859, payable with a 20% mobilization and progress billing to completion, with an annual subscription fee of \$47,815.80; providing for conflict and providing an effective date.
 - c. Resolution 2026-54. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2026-28 to comply with the requirements of HB 803 (building permits and inspections act) and to modify the temporary reduction of certain building permit fees; providing for legislative findings; providing for conflicts; providing for severability; and providing for an effective date.
8. **Public Hearings**

- a. Ordinance 2026-12. An Ordinance of the City of Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to credits and adjustments to utility bills; providing for severability, codification, conflicts, and an effective date (Second Reading).
- b. Ordinance 2026-13: An ordinance of the City of Flagler Beach, Florida, amending Chapter 9, Fire Protection and Prevention, to adopt by reference the current edition of the Florida Fire Prevention Code and provide for investigation guidelines; providing for codification, conflicts, and an effective date (First Reading).

9. Staff Reports

- a. City Attorney
- b. City Manager

10. Commission Comments

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

11. Adjournment

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



PROCLAMATION

WHEREAS, on the afternoon of April 29, 2026, just north of the pier in the City of Flagler Beach, an individual was in distress in the Atlantic Ocean, creating a dangerous and rapidly evolving emergency situation; and

WHEREAS, **Lieutenant Greg Evans and Firefighter Matthew Malach** responded without hesitation and entered the ocean under hazardous conditions in an effort to rescue the victim; and

WHEREAS, despite the significant personal risk to their own safety, **Lieutenant Evans and Firefighter Malach** demonstrated exceptional courage, selflessness, and commitment to their duty in carrying out rescue operations in the challenging surf environment; and

WHEREAS, their actions exemplified the highest traditions of the fire service, placing the welfare of another above their own personal safety and acting with professionalism and determination under extreme circumstances; and

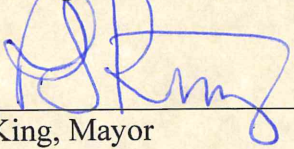
WHEREAS, the City of Flagler Beach recognizes that emergency response efforts are often conducted in uncertain and dangerous conditions, and that acts of valor are measured by the courage displayed rather than the ultimate outcome of an incident; and

WHEREAS, the actions of **Lieutenant Greg Evans and Firefighter Matthew Malach** reflect great credit upon themselves, the Flagler Beach Fire Department, and the community they proudly serve;

NOW, THEREFORE, BE IT PROCLAIMED that the City Commission of the City of Flagler Beach hereby recognizes **Lieutenant Greg Evans and Firefighter Matthew Malach** for their extraordinary courage, selfless actions, and devotion to duty during the ocean rescue response of April 29, 2026, and presents them with the Flagler Beach Fire Department Medal of Valor in recognition of their bravery while placing themselves at personal risk in an effort to save the life of another.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Flagler Beach to be affixed this **25th day of June, 2026**.

City of Flagler Beach, Florida


Patti King, Mayor



PROCLAMATION

WHEREAS, on the afternoon of June 2, 2026, just north of 8th Street North in the City of Flagler Beach, four individuals were in imminent danger in the Atlantic Ocean; and

WHEREAS, through the coordinated efforts of the Flagler Beach Fire Department, Flagler Beach Police Department, and Ocean Rescue personnel, all four victims were successfully rescued from the water; and

WHEREAS, Driver Engineer Kayla Mullen and Firefighter John Strickland demonstrated exceptional courage, professionalism, and commitment to public service by entering the water and assisting in the rescue efforts under hazardous conditions; and

WHEREAS, their actions directly contributed to the successful rescue of victims in distress and exemplified the highest traditions of the fire service, placing the safety and well-being of others above their own; and

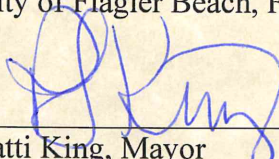
WHEREAS, the City of Flagler Beach recognizes that successful emergency operations are the result of teamwork among multiple agencies and commends all personnel involved in this rescue; and

WHEREAS, the actions of **Driver Engineer Kayla Mullen and Firefighter John Strickland** reflect great credit upon themselves, the Flagler Beach Fire Department, and the community they proudly serve;

NOW, THEREFORE, BE IT PROCLAIMED that the City Commission of the City of Flagler Beach hereby recognizes **Driver Engineer Kayla Mullen and Firefighter John Strickland** for their outstanding life-saving actions and presents them with the Flagler Beach Fire Department Life Saving Award in recognition of their courage, dedication, and service during the rescue of four individuals from the Atlantic Ocean on June 2, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Flagler Beach to be affixed this **25th day of June, 2026**.

City of Flagler Beach, Florida



Patti King, Mayor



PROCLAMATION

WHEREAS, on the afternoon of June 2, 2026, just north of 8th Street North in the City of Flagler Beach, four individuals were in imminent danger in the Atlantic Ocean; and

WHEREAS, through the coordinated efforts of the Flagler Beach Fire Department, Flagler Beach Police Department, and Ocean Rescue personnel, all four victims were successfully rescued from the water; and

WHEREAS, **Deputy Chief Michael Schoenbrod** and **Officer Emmett Luttrell** demonstrated exceptional courage, professionalism, and commitment to public service by entering the water and assisting in the rescue efforts under hazardous conditions; and

WHEREAS, their actions directly contributed to the successful rescue of victims in distress and exemplified the highest traditions of the police service, placing the safety and well-being of others above their own; and

WHEREAS, the City of Flagler Beach recognizes that successful emergency operations are the result of teamwork among multiple agencies and commends all personnel involved in this rescue; and

WHEREAS, the actions of **Deputy Chief Michael Schoenbrod** and **Officer Emmett Luttrell** reflect great credit upon themselves, the Flagler Beach Police Department, and the community they proudly serve;

NOW, THEREFORE, BE IT PROCLAIMED that the City Commission of the City of Flagler Beach hereby recognizes **Deputy Chief Michael Schoenbrod** and **Officer Emmett Luttrell** for their outstanding life-saving actions and presents them with the Flagler Beach Police Department Medal of Valor in recognition of their courage, dedication, and service during the rescue of four individuals from the Atlantic Ocean on June 2, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Flagler Beach to be affixed this **25th day of June, 2026**.

City of Flagler Beach, Florida

Patti King, Mayor





City Commission Regular Meeting Minutes

Thursday, June 11, 2026, at 5:30 PM

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

Present: Chairman Eric Cooley, Vice-Chair Scott Spradley, Commissioners John Cunningham, RJ Santore and James Sherman, City Attorney D. Andrew Smith, III, City Manager Dale L. Martin and City Clerk Penny Overstreet.

1. **Call the meeting to order:** Chair Cooley 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.** Commissioner Sherman led the pledge to the flag.
3. **Deletions and changes to the agenda.** None.
4. **Public comments regarding items not on the agenda.** Paul Eik spoke of the volume of e-bikes using the sidewalk to cross the bridge and would like clarification as to if they are allowed on the bridge sidewalk. Additionally, he asked what the survey stakes on Flagler Avenue are for. Daryl Reynolds asked that fees for special event applications for beach clean-ups be waived. Mr. Reynolds spoke of banners he purchased for the vehicles the Officials will use in the Fourth of July parade, he advised he also has a larger one for the fire truck; all are promoting “Keep Flagler Beach Beautiful”, lastly he spoke about utility marker Flags. Paul Mykytka feels that the special event application process should be less complicated for applicants. Chairman Cooley asked Chief Blanchette to address bicycles on the sidewalks. Attorney Smith suggested the ordinance be reviewed again, reminding the rules were eased for use on sidewalks and were banned only in the CRA area and the boardwalk. Discussion turned to FDOT’s maintenance (sweeping) of the bicycle lanes on the bridge. Mr. Martin stated he will contact FDOT and inquire about the schedule. The Commission reached a consensus to bring the E-bike Ordinance back for review. Mr. Martin reported the survey’s stakes are for FDOT’s Sun Trail. Mr. Martin updated the Officials reporting that the request to keep the Sun Trail adjacent to the beach and boardwalk area were declined. FDOT advised him that it was not feasible indicating they were already deep into the design phase of the project and running parallel to the shore would require additional environmental permitting. Mr. Reynolds requested one of the Officials participate in the July 5th beach clean-up. Commissioner Sherman indicated he would participate. Mr. Martin reported the utility marking flag concern is being addressed by staff.
5. **Consent Agenda**
 - a. Approve the Regular Meeting Minutes of May 28, 2026, and the Special Meeting Minutes of June 01, 2026. Motion by Commissioner Spradley to approve the consent agenda. Commissioner Sherman seconded the motion. The motion carried unanimously.
6. **Public Hearings**
 - a. Final Site Plan Application PMS26-0002: Flagler Beach Vacation Rentals, 1708 S. Ocean Shore Blvd.; Parcel ID: 18-12-32-2750-00030-0030; Applicant: Theodore Barnhill; Request for final site plan approval to construct a three-story, eight-unit, oceanfront vacation rental apartment building in the Tourist Commercial Zoning District. City Planner Lupita McClenning reviewed the history of the request, reporting the Commission at their March 26, 2026, meeting recommended the applicant revise the plan. The applicant modified the design to relocate parking to the front of the lot, with ingress and egress off SR A1A. The applicant also amended the

building design to include dormers to follow the design guidelines. Ms. McClenning stated staff recommend approval of the site plan under the following conditions: the parking space apron should be reduced to the maximum length of 24' not 26' as shown on the site plan, replace the proposed six-foot wooden fence on the south side with a six-foot masonry fence, screen the sanitation and HVAC units, and label the rear delivery parking area. Commissioner Santore inquired about screening in the rear service space. Ms. McClenning stated they would look at the code and see what could be done, stating that is the delivery area. Mr. Barnhill reviewed the amendments to the building and site plan that he has made to be compliant with the Land Development Code and the wishes of the Officials. He stated there is plenty of room in the back for service vehicles or loading/unloading. Commissioner Spradley asked Ms. McClenning the reason for the composition (masonry) of the wall. Ms. McClenning responded the code requires the wall. Commissioner Cunningham asked are the parking lots open cell pavers. Attorney Smith suggested including a condition in the motion that the driveway pavers must be open cell pervious pavers. Commissioner Sherman inquired about the material that is being used on Oak Place. Mr. Martin stated those are "Geo Cells" we can share the product information with the applicant. Commissioner Santore addressed his concern about the wall, inquiring why it is on the South property line, is there any room to move that so it is off set. Mr. Barnhill responded the footer is required to be on the property line. Commissioner Santore understands the code requires hardscape screening, expressing opinion that screening should be added to the apron. Mr. Barnhill I have done everything the Commission and PARB have requested, screening was not requested/required for that area. Ms. McClenning stated the code says screening from vehicular use, that area is for delivery use not normal car traffic. Chair Cooley opened public comment. Bob Harms, Mike Archer, Bret Splitani, and Charles Balassone, spoke in opposition to the project. Chair Cooley closed public comment. Mr. Barnhill responded to the public comments, stating nine spaces were required, we have 10. Regarding access, there is a concrete unobstructed walkway, or you can go to the front door and access the building. Between 17th and 18th street in the alleyway, you will see there are several houses with parking garage access from the alley. The wall is required between commercial and residential, the code distinguishes by use, not the zoning. Commissioner Spradley suggested clarifying the factual info on required parking. Ms. McClenning reviewed the formula and stated he is required to have 10 total including the ADA spot. Commissioner Sherman spoke about the narrowness of the alley and thinks the service area spot should be removed. Discussion ensued about the alley. Chair Cooley inquired about the architectural height, asking if the code allows construction above 35'. Attorney Smith responded they are allowed below the hard cap of 42'. Chair Cooley asked the Planner if the wall placement is following our code. Ms. McClenning responded, and discussion ensued. Lupita responded. Motion by Commissioner Spradley to table the item to the July 9th meeting. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

- b. Site Plan Application PMS26-0003: House of Crego, 2205 N. Oceanshore Blvd.; Parcel ID: 36-11-31-5630-00020-0110 ; Applicant: Brent and Evelyn Crego; Request Final Site Plan approval to construct a mixed-use building in the Tourist Commercial Zoning District outside the A1A Retail Corridor Boundary and Mixed-Use Overlay District. City Planner Lupita McClenning reviewed the history of the request, reporting that the Planning Board unanimously denied the application at their May 5, 2026, meeting. Staff recommends the Commission deny the site plan and request the applicant submit a site plan in accordance with permitted uses for Tourist Commercial, Section 2.04.02.8; and/or submit site plan in accordance with permitted uses in Medium Density Residential as noted in district standards. Mr. Crego reviewed his request and introduced his general contractor Rick Daniels. Mr. Crego stated he has been in this process for six months. Richard Daniels, Project Manager, Paul Culver Construction, advised they are seeking site design access modification. Mr. Crego stated he and his wife are seeking to build a residence with a small boutique shop on the first floor, and that the statutes allow for home-based businesses in a residential dwelling. Attorney Smith responded yes, you can come back later and have a home-based business sure, with this design, likely not, it must meet

code. Discussion ensued. Attorney Smith advised the Officials the question before you tonight is does this submitted site plan meet your code, we are here for site plan approval. Commissioner Spradley read from the code. In no case shall automotive access to such lots be provided from Central Avenue. All automotive access for guests, residents, or customers shall be provided from State Road A1A., Commissioner Spradley additionally commented this property is outside of the mixed-use boundary. Chair Cooley asked how we got to this point. Ms McClenning reviewed the interaction with the applicant speaking of the meetings with Technical Review Committee and the Planning Board. Ms. McClenning reported there were two (2) technical Review meetings, first the applicant did not bring with him preliminary plans that could be reviewed. At the second meeting, the applicant brought plans however he led the discussion to be about encroachment by the neighboring property, and the applicants civil and code enforcement concerns. The Officials inquired about the City's responsibility. Attorney Smith reported it is civil, if the city permitted it then it is not code enforcement. Chair Cooley opened public comment. Paul Mykytka expressed opinion that this project is a good fit for Tourist Commercial zoning but understands the code does not allow this use outside of the Mixed-Use District. Chair Cooley closed public comment. Mr. Crego wants approval to park in the rear of the property from N. Central Avenue. Commissioner Spradley read from the code again, "In no case shall automotive access to such lots be provided from Central Avenue. All automotive access for guests, residents, or customers shall be provided from State Road A1A"; he added he understands the heartburn the applicant has. However, we simply cannot just wipe the code, your application is not strictly residential use, nor is it strictly commercial use. If the application presented meets the code, motion to approve. If it does not meet code, cite the reasons in your motion to deny. Motion by Commissioner Sherman that we approve the site plan for Application PMS26-0003 and provide the parking in the rear access is limited to residential not commercial use. The motion died for lack of a second. Motion by Commissioner Spradley to table to see if the parties can get something brought before us to meet our code. Commissioner Santore seconded the motion. The motion and the second were amended to include the application go back before the Planning and Architectural Review Board based on the evidence today it seems there is a dispute of facts. The motion carried four to one, with Commissioner Sherman voting no.

- c. Ordinance 2026-08. An Ordinance of the City of Flagler Beach, Florida, relating to littering regulations; amending Chapter 14, Offenses and Miscellaneous Provisions; adopting more stringent littering regulations; restricting the use of plastic and metallized party decorations outside on public properties; providing for penalties and enforcement; providing for appeals and payment of citations; providing for conflicts; providing for severability; and providing and effective date (Second [Final] Reading). Attorney Smith read the title of the Ordinance into the record. Commissioner Cunningham inquired if the amendment was made to have enforcement performed by the Police or Code Enforcement. Attorney Smith responded yes that direction was provided at first reading and it has been implemented into this version on second reading. Chair Cooley opened public comments. Daryl Reynolds felt the violations should be strengthened, and that confetti cannons should be banned. Chair Cooley closed public comments. Commissioner Spradley reminded this does not prohibit a lifeguard or anyone else from calling the police. Mr. Martin indicated staff would ramp up public awareness of the ordinance. Motion by Commissioner Spradley to approve Ordinance 2026-08. Commissioner Sherman seconded the motion. The motion carried unanimously, after a roll call vote.

7. Staff Reports

- a. City Attorney: Reported Mr. Reynolds keeps bringing up drafting of the ordinance that would make the business owners responsible for maintaining their own ROW for litter, overgrowth etc. Attorney Smith inquired to the Officials; do you want me to bring that forward to you. The Commission reached a consensus to have the City Attorney send the draft to the CRA Director for distribution to FB3 and placement on a CRAAB agenda for discussion/review.

- b. City Manager. Mr. Martin reported his conversation with Representative Greco related to the funding request. Mr. Martin congratulated Colleen Kuhn, Deputy City Clerk on her graduation from Flagler County Leadership Academy. Mr. Martin reported three articulated umbrellas have been ordered to provide some shade setting for Veterans Park and the Fourth of July events.

Police Chief: Chief Blanchette reported the increasing number of altercations related to E-Bikes. The Commission directed the City Attorney and Police Chief to work together to develop regulations that will satisfy the concerns.

City Planner: Ms. McClenning reported Code Enforcement staff are attending a conference. Reported the PARB are headed to Keystone Heights for training. The event is hosted by the American Planning Association.

City Clerk: Ms. Overstreet thanked the Officials for the opportunity to attend the Florida Association of City Clerks Summer Academy. Congratulated Colleen on her accomplishment

8. Commission Comments

- a. Commission comments, including reports from meetings attended. Commissioner Santore reported he attended the Elected Municipal Officials Training. Commissioner commented on a Joint Resolution related to the Save Our Homes Act. Commissioner Santore requested Attorney Smith send him a summary of the ordinances he is working on.

Commissioner Spradley reported his attendance at the County meeting on renourishment where it was reported the project has been amended to 16% less sand than previously announced and they still have 17 holdouts who have yet to sign the required easement. Commissioner Spradley reported he has noticed a lot of time and money utilized to say the property tax exemption is a good idea, but his concern is what alternative revenues will be supported because the lost revenue must be replaced.

Commissioner Sherman reported his attendance at the ILA meeting.

Commissioner Cunningham expressed his opinion that the laterals on private property need to be repaired sooner rather than later. Commissioner Cunningham reported a maintenance issue with the swales on S. Flagler Avenue where they run into Smith Creek. He stated the grade of the swales needs to be corrected so the stormwater can flow. Commissioner Cunningham inquired about a parcel on the 2700 block of S. Daytona that has tall fencing blocking the drainage easement, he questioned if permitted.

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

9. Adjournment. Commissioner Sherman put forth a motion to adjourn the meeting at 8:42 p.m.

Eric D. Cooley, Chairman

Attest:

Penny Overstreet, City Clerk



Staff Report

City Commission Regular Meeting

June 25, 2026

To: City Commission
From: poverstreet poverstreet, City Clerk
Meeting Date: June 25, 2026
Item Name: Approve the Fiscal Year 2026/2027 Funding Agreement between the City of Flagler Beach and the Volusia-Flagler Transportation Planning Organization.

Background:

The Volusia-Flagler Transportation Planning Organization (TPO) collects funding annually from each member to support the organization's functions necessary to achieve the desired role in planning the transportation system. The FY 2026/27 member assessments were calculated at ten (10) cents per capita using the 2025 official population estimate from the Bureau of Economic and Business Research.

This year's member assessment is \$573.00.

Fiscal Impact:

Funds for the membership are included in the Commission budget line 001-5111-305400.

Staff Recommendation:

Staff recommends approval of the agreement.

Attachments:

1. 26-27 Funding Agreement Volusia Flagler TPO0001
2. 26-27 Funding Agreement Invoice0001

**CITY OF FLAGLER BEACH/VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION
FY 2026/2027 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of ____ 2026, by and between the **CITY OF FLAGLER BEACH**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **VOLUSIA-FLAGLER TRANSPORTATION PLANNING ORGANIZATION (TPO)**, a metropolitan planning organization created under the provisions of Sections 163.01 and 339.175, Florida Statutes (hereinafter "**Volusia-Flagler TPO**").

WITNESSETH

WHEREAS, the Volusia-Flagler TPO is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for the Urbanized Areas within Volusia and Flagler Counties; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations (MPOs) are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, federal laws and Florida Statutes provide MPOs with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the Volusia-Flagler TPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY enters into this Agreement with the Volusia-Flagler TPO to provide it with funding to support the functions necessary to achieve the Volusia-Flagler TPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the Volusia-Flagler TPO agree as follows:

SECTION 1. RECITALS. The CITY and the Volusia-Flagler TPO hereby declare that the recitals set forth above are true and correct and incorporated herein.

SECTION 2. FISCAL YEAR 2026/27 FUNDING REQUIREMENTS. The CITY shall allocate **\$573.00** to the Volusia-Flagler TPO. Such funds shall be paid to the Volusia-Flagler TPO upon receipt of an invoice from the Volusia-Flagler TPO to the CITY. The payment shall be used for the Volusia-Flagler TPO fiscal year (FY) 2026/27 budget effective July 1, 2026. The funding provided to the Volusia-Flagler TPO by the CITY is equal to ten cents (\$.10) per capita based on the 2025 BEBR estimates of population within each local government's jurisdiction as provided by the Bureau of Economic and Business Research, University of Florida.

SECTION 3. EFFECTIVE DATE AND TERMS. The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2027.

SECTION 4. INTERPRETATION. The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.

SECTION 5. MISCELLANEOUS

- A. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
- B. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision, and such holding shall not affect the validity of the remaining portions hereto.

- C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.

SECTION 6. CONTROLLING LAWS

- A. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City Manager now in effect and those hereinafter adopted.
- B. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
- C. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.

SECTION 7. BINDING NATURE OF AGREEMENT. This Agreement shall be binding only between the CITY and the Volusia-Flagler TPO and inure to the benefit of the successors or assigns of the parties.

SECTION 8. NOTICES. All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Flagler Beach
105 South 2nd. Street
Flagler Beach, FL 32136

Volusia-Flagler TPO: Executive Director
Volusia-Flagler TPO
1540 Cornerstone Blvd., Suite 240
Daytona Beach, FL 32117

SECTION 9. AUDIT AND RECORD KEEPING PROCEDURES. The Volusia-Flagler TPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

SECTION 10. PROVISIONS NOTWITHSTANDING. Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the Volusia-Flagler Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

VOLUSIA-FLAGLER TPO

CITY OF FLAGLER BEACH

Colleen Nicoulin
Signature

Signature

Print Name: Colleen Nicoulin

Print Name: Patti King

Title: Executive Director

Title: Mayor

ATTEST:

ATTEST:

Melanie Pruneau
Signature

Signature

Print Name: Melanie Pruneau

Print Name: Penny Overstreet

Title: Administrative Assistant

Title: City Clerk

(CORPORATE SEAL)

Volusia-Flagler TPO

1540 Cornerstone Blvd., Ste. 240
Daytona Beach, FL 32117
386-271-0249

INVOICE

INVOICE NO: FL2027

DATE: June 09, 2026

DUE: July 10, 2026

Mr. Dale Martin, City Manager
City of Flagler Beach
105 South 2nd Street
Flagler Beach, FL 32136

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Volusia-Flagler TPO FY 26/27 Member Assessment		\$573.00
TOTAL DUE			\$573.00

Make all checks payable to: Volusia-Flagler Transportation Planning Organization

If you have any questions concerning this invoice, please call: Mariel Lemke, 386-271-0249 ext. 3.

THANK YOU FOR YOUR PARTICIPATION!



Staff Report

City Commission Regular Meeting

June 25, 2026

To: City Commission
From: William Freeman, City Engineer/Public Works Administrator
Meeting Date: June 25, 2026
Item Name: Resolution 2026-44. A Resolution by the City Commission of the City of Flagler Beach, Florida, approving payment to Florida Power & Light Company for utility relocation services related to Work Request WR14657578, required due to the location of the City's new plant, in an amount not to exceed \$71,636.88; providing for conflict and an effective date.

Background:

The City of Flagler Beach is in the process of constructing a new Wastewater Treatment Plant (WWTP) facility to support long-term utility and operational needs. During project planning and site layout, it was determined that an existing Florida Power & Light (FPL) utility pole located at 2000 Avenue A is positioned within the footprint of the new plant. Because the pole directly conflicts with the building placement, access points, and required construction clearances, FPL must relocate the pole to allow the project to move forward safely and in compliance with utility requirements.

The relocation work provided by FPL delivers several key project outcomes, including:

- Removal of the existing pole from the new plant's impact zone.
- Installation of a newly positioned utility pole at a location that meets all safety, electrical, and construction clearances.
- Reconfiguration and reconnection of the electrical infrastructure supported by the pole, ensuring uninterrupted service and proper integration with the new plant layout.
- Clearance of the construction footprint, enabling foundation work, equipment installation, and site access to proceed without obstruction.

This relocation is essential to avoid construction delays, maintain project compliance, and ensure that all utilities are safely and properly routed to support the new plant.

Fiscal Impact:

The total cost for the utility pole relocation is \$71,636.88. Funding for this work will be drawn from the Wastewater Treatment Plant Facility Capital Fund.

Staff Recommendation:

Staff recommends approval of Resolution 2026-44, authorizing payment to Florida Power & Light Company in the amount of \$71,636.88 for the relocation of the utility pole associated with Work Request WR14657578.

Attachments:

- 1. 2026-44 Power Pole Relocate
- 2. WR14657578_INV1800545735_MAY_21_2026
- 3. Power pole map
- 4. E2.0 electrical site plan

RESOLUTION 2026-44

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, APPROVING PAYMENT TO FLORIDA POWER & LIGHT COMPANY FOR UTILITY RELOCATION SERVICES ASSOCIATED WITH WORK REQUEST WR14657578, NECESSITATED BY THE CONSTRUCTION OF THE CITY'S NEW PLANT, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Flagler Beach requires Florida Power & Light Company (FPL) to relocate an existing utility pole located at 2000 Avenue A due to its conflict with the placement and construction area of the City's new plant facility; and,

WHEREAS, FPL has provided the City with an invoice for the required relocation work associated with Work Request WR14657578; and,

WHEREAS, the total cost of the relocation work is \$71,636.88; and,

WHEREAS, Staff finds that relocation of this utility pole is necessary to support the construction of the new plant and is therefore in the best interest of the City.

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 payment in the amount of \$71,636.88 to Florida Power & Light Company for the utility pole relocation associated with Work Request WR14657578.

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 25th day of June, 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

PAYMENT COUPON

/4115006400263000354164180054573540007163688

CITY OF FLAGLER BEACH
2000 AVENUE A
FLAGLER BEACH FL 32136

Cust. No.: 3000354164 Bill No.: 1800545735	
Payment Due Upon Receipt	Amount Due This Bill \$ 71,636.88
Reference# 1J.D00014657578	

Your payment may be eligible to be paid online. Visit www.fpl.com/construction to learn more. You can also mail a check payable to FPL in USD to the FPL address listed below right. Please mail the top portion of the coupon with your check.

FPL
General Mail Facility
Miami FL 33188-0001

Please retain this portion for your records.

Florida Power & Light Company
Federal Tax Id.#: 59-0247775
Customer Name and Address

Customer Number: 3000354164
Reference Number: 1J.D00014657578
Bill Number: 1800545735
Bill Date: 05/21/2026

CITY OF FLAGLER BEACH
2000 AVENUE A
FLAGLER BEACH FL 32136

CURRENT CHARGES AND CREDITS
Customer No: 3000354164 Bill No: 1800545735

Description	Amount
RMV/RELOC/2000 AVENUE A Reference# 1J.D00014657578	71,636.88
For Inquiries Contact: Jason Ratay 386 5866419	Total Amount Due \$71,636.88 Payment Due Upon Receipt

New Pole

New Pole

New Pole

GRANDVIEW LANE

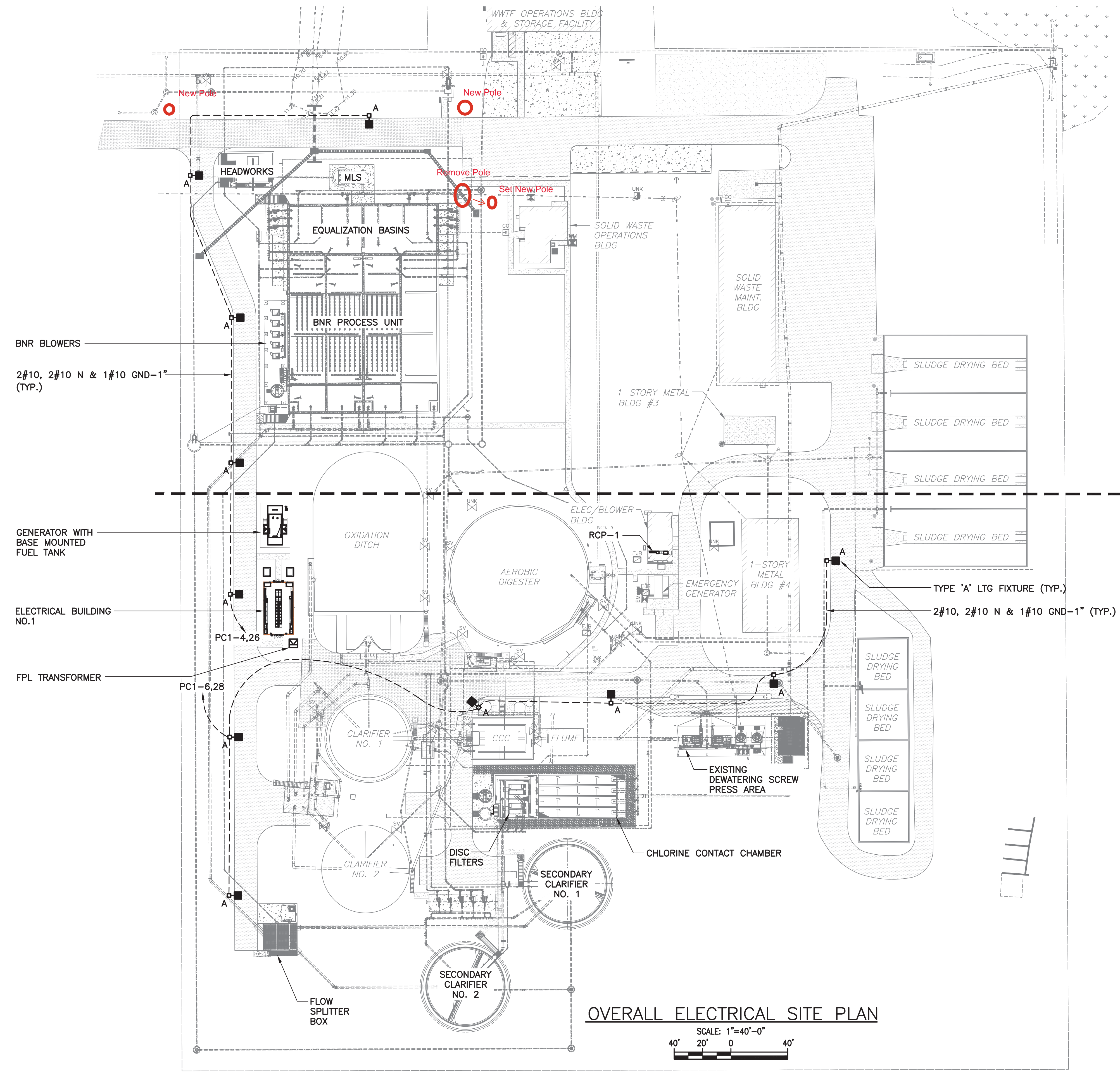
AVENUE

Remove Pole

Exist to remain

Set new pole

NOTES:
 ① DESIGN OF ELECTRICAL DUCTBANKS AND CONDUIT SECTIONS SHALL BE RESPONSIBILITY OF CONTRACTOR. IN ADDITION TO SECTIONS PROVIDED ON THIS SHEET, REFER TO SINGLE LINES, CONTROL RISER DIAGRAMS AND PANEL SCHEDULES FOR CONDUIT/WIRE REQUIREMENTS. CONDUITS WITH 480V POWER CIRCUITS SHALL BE LOCATED TO OUTSIDE ON DUCTBANK/CONDUIT SECTION. EMPTY CONDUITS SHALL BE LOCATED AT TOP OF CONDUIT/DUCTBANK SECTION.

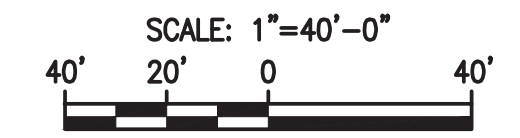


SEE E3.0 FOR DETAILS
 SEE E4.0 FOR DETAILS

TYPE 'A' LTG FIXTURE (TYP.)
 2#10, 2#10 N & 1#10 GND-1" (TYP.)

SITE ADDRESS:
 2000 AVE A,
 FLAGLER BEACH, FL 32136

OVERALL ELECTRICAL SITE PLAN



10620 GRIFFIN ROAD, SUITE 202
 COOPER CITY, FLORIDA 33328
 PHONE: (954) 448-7930
 C.O.A. NO. 6783
 Stephen E. Bailey, P.E.
 Florida P.E. No. 42461



100% SUBMITTAL REV 1

No.	Date	Revision	No.	Date	Revision

cph A Full Service A & E Firm
 500 West Fulton Street
 Sanford, FL 32771
 Ph: 407.322.8841
 www.cphcorp.com © 2024

Plans Prepared By:
 CPH, Inc.
 State of Florida Licenses:
 Engineer No. 3215
 Surveyor No. LB7143
 Architect No. AA26000926
 Landscape No. LC000298

Designed by: DRM
 Drawn by: KRG
 Checked by: SEB
 Date: 08/29/24
 Job No. F15901

**FLAGLER BEACH WWTF
 BNR IMPROVEMENTS**
 CITY OF FLAGLER BEACH, FLORIDA

**OVERALL ELECTRICAL
 SITE PLAN**

Sheet No.
E2.0



Staff Report

City Commission Regular Meeting

June 25, 2026

To: City Commission
From: Daniel Impson, IT Coordinator
Meeting Date: June 25, 2026
Item Name: Resolution 2026-50. A Resolution by the City Commission of the City of Flagler Beach, Florida, to engage Johnson Controls to install a city-wide camera system for a purchase price of \$109,859, payable with a 20% mobilization and progress billing to completion, with an annual subscription fee of \$47,815.80; providing for conflict and providing an effective date.

Background:

The City of Flagler Beach has previously identified a need for expanded video surveillance at strategic outdoor locations to enhance public safety and support City operations. A reserve account has received annual contributions from the General Fund for implementing this project.

Mr. Daniel Impson solicited and reviewed several proposals:

- Flock Safety (limited to license plate reader use only)
- CDW-G (no response)
- Verkada (no response)

Based upon the technology limitations and non-responsiveness, Mr. Impson recommends accepting the Johnson Controls proposal.

Fiscal Impact:

\$109,859 for implementation and \$47,815.80 annually

Staff Recommendation:

Staff recommends approval of Resolution 2026-50.

Attachments:

1. CITY OF FLAGLER BEACH VIDEO SYSTEM WITH CLOUD HOSTING 6-2-26




CITY OF FLAGLER BEACH

Video cameras and Cloud Hosting Service

June 2, 2026

Thank you for the opportunity to provide a proposal. JCI is pleased to submit this document along with Bill of Materials and Markups for your evaluation and approval. While JCI can indeed meet the requirements described in the following pages, JCI can add value where appropriate due to our expertise and experience as a provider of building and security integrations for many years.

Project Location	City of Flagler Beach
To:	<p>CITY OF FLAGLER BEACH COMPLEX</p>  <p>Daniel Impson Information Technology Coordinator Office: (386) 517-2000 ext. 240 Cell: (386) 318-5811 105 S. 2nd Street, Flagler Beach FL 32136 www.cityofflaglerbeach.com City of Flagler Beach Facebook My Flagler Beach App</p>
Solution Navigat or Project Name	City of Flagler Beach Cloud Hosted Camera system
Site Hours of Operati on	8:00 am – 5:00 pm / Monday – Friday

Jennifer A Webb
Jennifer A Webb
 Account Executive Security & Fire
 Johnson Controls
jennifer.a.webb@jci.com

Sergio Reyes
Sergio Reyes
 Account Executive Security & Fire
 Johnson Controls
sergio.reyes@jci.com

SYSTEM OPERATION

Customer Objective

City of Flagler Beach is looking for JCI expertise in providing a new “Cloud Hosted Video Solution” to provide video surveillance in strategic locations. We understand the City of Flagler Beach is looking for the system to be user-friendly and cost competitive.

List Document References

Link with Pins for camera locations provided by Daniel Impson, May 11, 2026.

https://www.google.com/maps/@29.4788241,-81.1331214,16z/data=!4m3!1m2!2sBxy1AxOnBAKITEBadBGU1syL91KOg!3e3?entry=tu&g_ep=EgoyMDI2MDUxMy4wIKXMDSoASAFQAw%3D%3D

Proposed Solution

JCI has reviewed your request and has based this proposal on our understanding of City of Flagler Beach requirements. If any points need clarification, or if you would like to discuss the proposal further, please contact your JCI representative for prompt attention.

JCI Proposal Solution: JCI will provide a Turnkey solution Video Solution, consisting of 15 Cabinets each with 2 180' cameras, pole mounting hardware, solar panel for each cabinet, installation, testing, Commissioning, training, and the first year annual subscription includes cellular modem & data plan, cloud hosting for 30 day storage retention at 4MP resolution.

Additional details:

- **Video Surveillance System**
 - JCI will provide for software and licenses:
 - 30 Cloud IP channel licenses - 1year 15 180 cameras x 2 for each location
- **Generalities**
 - The Submittal package price is included in this proposal. This price will include:
 - Drawings
 - Cover
 - Floor Plan (owner to provide drawing in electronic format via autocad)
 - Risers
 - Head End Typical Wiring Only
 - Field Devices Typical
 - Typical Door Elevations
 - Data booklet
 - Operation Manuals
 - JCI will include training hours in this proposal
 - JCI will include programming in this proposal
 - JCI will not provide per diem and permit fees in this proposal
 - JCI will provide a lift for installation
 - JCI will not provide conduit in this proposal
 - JCI will provide cabling, installation of all devices, and terminations

Video System Equipment Details

Fifteen (15) EN-SS213WCS-2DX01 EAGLE EYE "ANYWHERE" CAMERA DIRECT CABINET 2XDX01
Fifteen (15) EN-SZ004 Solar Panels
Fifteen (15) EN-M40-1 CELLULAR MODEM MM01 Management Annual
Fifteen (15) EN-DPMM-001-1 CELLULAR MODEM DATA PLAN NA FOR MM01 ANNUAL
(LIMITED TO 2 DIRECT CAMERAS 2MP OR 8 CAMERAS)
Thirty (30) EN-HD4-D30 Cloud Recording subscription

SITE CONDITIONS

Work Hours and Labor Rates

- All work is to be performed during normal working hours, Monday-Friday between 8:00 am to 5:00 pm excluding local and national holidays. If it is required that work be done at any other time except normal working hours, a change order will be presented to the owner's representatives with a schedule of costs. Upon acceptance of the change order, the work will be done, and additional charges will be added to the total charge to the customer.
- All work performed is estimated utilizing standard JCI Integrated Security Labor Rates. Should Prevailing Wage, or A-Rate Labor apply, the customer is required to pay a variance.

Other Trades/Contractor's Exposure

- General Contractor, Electrical Contractor, Door Hardware, IT Department

Building Status and Type

- Existing

Ceiling Height and Ceiling Type

- Outdoor light poles
Requires a lift with two techs

Foreseen Obstacles

- Roadway Traffic will require proper safety area tie off during installation

Special equipment/training needs

- The site requires safety training prior to the commencement of work.
- Proper Personal Protection Equipment is needed.
- safety area tie off during installation.
- High lift with platform (2 techs)

PROGRAMMING

Video System Programming

Programming Details

Manufacture

- Brivo

Hardware

- Cameras
 - JCI will program Cameras with an IP Address to communicate with NVR/Cloud Appliance.

Software

- NVR Configurations
 - Retention Storage – 30 Days Storage
 - Frames Per Second – 4
 - Motion Recording
 - Interior – 6 hours
 - Exterior – 8 Hours
 - Compression: 4MP



HD4-30 Cloud storage

storage

calculation

<https://www.een.com/product/cloud-vms-subscriptions/>

The Eagle Eye Security Camera VMS is delivered via Eagle Eye subscription plans. An Eagle Eye Bridge or an Eagle Eye CMVR is required. The subscription plans are priced per camera per month and vary based on camera resolution and desired retention period. All plans include web and mobile access, 24/7 operational monitoring, and unlimited alerts.

<https://www.een.com/product/cloud-vms-subscriptions/>

Testing and Commissioning

JCI Certified Technician to perform the following:

- JCI to confirm with the customer the camera's field of view and final placement before installation.

BILL OF MATERIAL

Bill of Material Installation		
part number	Description	quantity
EN-SS213WCS-2DX01	EAGLE EYE "ANYWHERE" CAMERA DIRECT CABINET 2XDX01 (Two 180' Cameras) per unit	15
EN-SZ004	EAGLE EYE "ANYWHERE" SHADE FIGHTER SOLAR PANEL SZ04 120W W/POLE MOUNT	15
Annual Subscription		
EN-M40-1	Verizon CELLULAR MODEM MM01 Management Annual	15
EN-DPMM-001-1	Verizon CELLULAR MODEM DATA PLAN NA FOR MM01 ANNUAL LIMITED TO 2 DIRECT CAMERAS 2MP OR 8 CAMERA#	15
HD4-30	Cloud Recording subscription per camera	30

GENERAL INFORMATION AND CLARIFICATIONS

Proposal

- Pricing included in this quotation is valid for 30 days from the date of this proposal.
- This proposal does not include permits or fees for the installation of the systems.
- This quote includes estimated sales tax only. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Labor Rates

- All work performed is estimated utilizing standard JCI Integrated Security Labor Rates.
- Should Prevailing Wage, or A-Rate Labor apply, the customer is required to pay a variance.

Site Safety

- The location of all proposed equipment is assumed to be installed outside of any Hazardous Areas. It will be the responsibility of the Customer to advise prior to installing if any area hazards exist.
- Asbestos testing, removal & drilling are not included in this proposal.

Coordination

- JCI will coordinate an estimated project schedule with the client prior to the start of the project. Any subsequent scheduling changes, additions, or deletions must be mutually agreed upon prior to the change. Any changes may result in additional charges.

Expected Work Hours

- Normal Business is 8:00 am to 5:00 pm excluding local and national holidays.

Engineering

- Any re-engineering of the original scope of work that can compromise the functionality of the system may require a change order and result in additional charges.

Electrical

- This proposal does not include the provision or installation of 120v A/C power.
- This proposal does not include Grounding and Bonding Systems.
- The work and/or cost for the provision and installation of electrical conduits, junction boxes, wire ways, cable trays, or raceways are not included in this proposal.

Johnson Controls, Inc.
4820 Executive Park Court, Suite 109
Jacksonville, Fl. 32216

Format Version:250508

- This proposal does not include trenching, excavations, core drilling, backfilling, roof penetrations, or dewatering.

Network Communications

- The customer is to supply all data communication network connections that shall be dedicated exclusively for the bi-direct transfer of data between host/server and workstations at designated panel locations.
- The Customer must provide network bandwidth sufficient to carry data streams required by the system.

Tariff Impact Disclaimer

- This quote includes estimated sales tax only. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.
- For updates or questions, please contact your JCI Sales Representative or Account Manager.

CUSTOMER RESPONSIBILITIES

Video System

Field Equipment

- Safety personnel to control traffic during installation
- Pictures of light poles with identification marked to confirm proper mounting hardware.
- Any Power on light poles shutdown prior to installation

Testing and Commissioning

- Any re-aiming of the camera after owner has signed off will be a change order to the original job.

CUSTOMERS EXPECTATIONS

- JCI will contact the customer prior to the scheduled installation date to ensure free & clear access is provided.
- JCI technician will check in with the customer's designated contact at the start & finish of each workday.
- JCI will schedule in advance the installation on a date that is acceptable to the customer.
- The customer expects the JCI technician to arrive with the tools, parts, scope of work, layout, and other supporting documents required to complete a successful installation in a positive, professional manner.
- The customer expects to receive a call from the installation coordinator within five business days from the date that the job is booked by the sales representative. JCI Installation Department shall coordinate according to the timeline that is provided by City of Flagler Beach in a positive, professional manner.
- Plan all site preparation and accommodation that need to be made at arrival with the site contact or operations manager, which shall include but not be limited to facility operating hours, parking, equipment staging, reasonable access to areas where work is to be performed.
- Clean all workspace prior to departure to remove any packaging, debris, or other items that may have resulted from installation work.
- Communicate with the site manager or operations manager prior to departure, which shall include but not be limited to the following: a summary of work that has been performed, any hindrances that result in an inability to continue work, a summary of work that still needs to be completed, anticipated return date.

KEY CONTACTS

Jennifer A Webb

Account Executive Security & Fire
Johnson Controls
jennifer.a.webb@jci.com

Sergio Reyes

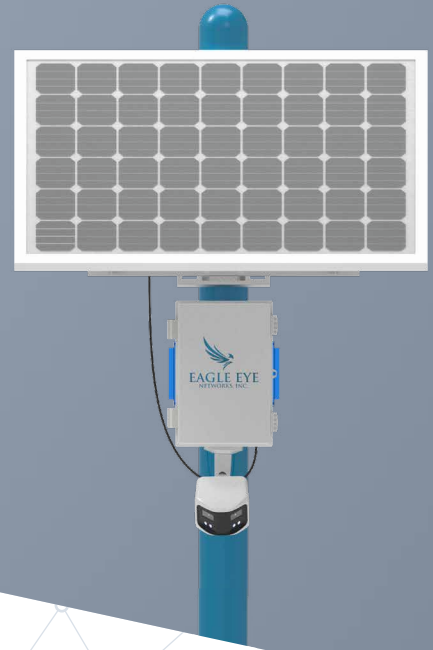
Account Executive Security & Fire
Johnson Controls
sergio.reyes@jci.com

TRAINING EXPECTATIONS

Prior to completion of the job. Coordinate with the designated contact person and employees who will need to be trained on the provided system. The training will be performed by a Certified Technician. It will consist, but not be limited to:

Video System Software

- Typical User End Navigation (General Overview)
- Viewing Live and Recorded Video
- Searching and Export Video



DIRECT-TO-CLOUD SURVEILLANCE

Eagle Eye Anywhere Cabinet System Data Sheet

Add video surveillance anywhere – connect to the cloud with no wired internet or power

Key features:

Person & Vehicle



Detection: Know when a person (on foot or in a vehicle) crosses a property line, enters a sensitive area, or is waiting for assistance.

License Plate Recognition



(LPR): Use AI to read license plates so you can know what cars are present and when. (DB14 only)

Location flexibility:



Connect cameras to the Eagle Eye Cloud VMS in any location, without a wired network connection.

Weather resistance:



Protect your system in a rugged enclosure to survive a wide range of environmental conditions.

Reduced

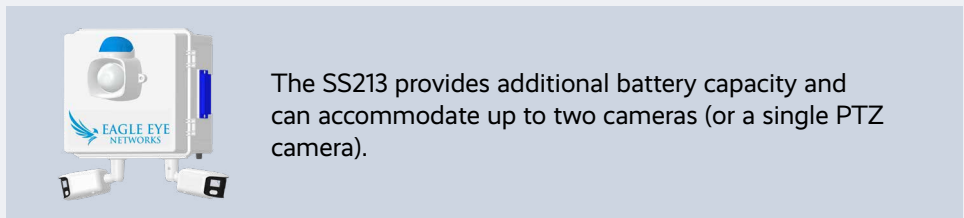
installation costs:



Eliminates the need for trenching and wiring, which can save thousands of dollars.

Eagle Eye cloud video surveillance without any wires

Eagle Eye Anywhere Cabinet Systems connect directly to the Eagle Eye Cloud VMS with an included cellular connection. This outdoor solution also includes a solar battery and controller to connect to a solar panel, providing a video surveillance solution for customers without accessible power or network. In locations with available wired power, the Eagle Eye Anywhere External Power Supply can drive battery-backed continuous operations without a solar panel.



The SS213 provides additional battery capacity and can accommodate up to two cameras (or a single PTZ camera).

APPLICATIONS FOR EAGLE EYE ANYWHERE CAMERA CABINET SYSTEMS

Add security in remote locations where power and internet are not feasible, including property perimeters and agricultural sites. Curb illegal dumping, theft, and other criminal behavior.

- Parks and outdoor recreational facilities
- Construction: site surveillance and perimeter security
- Property management: parking lots, gates, dumpsters
- Farming and cannabis: fields, greenhouses, and equipment storage
- Parking or perimeter areas
- Power infrastructure, oil and gas, water treatment facilities
- Warehouses and lots, equipment/fleet parking

Anywhere Cabinet System SS212

SS212 Part Numbers

Cabinet hardware	
EN-SS212	Eagle Eye “Anywhere” Camera Direct Cabinet, Cellular Battery, for 1 camera (Does not include camera or solar panel)
EN-SS212wcs-1DB13	Eagle Eye “Anywhere” Camera Direct Cabinet DB13 Cellular Battery
EN-SS212wcs-1DB13	Eagle Eye “Anywhere” Camera Direct Cabinet DB13 Speaker/Siren Cellular Battery
EN-SS212wcs-1DX01	Eagle Eye “Anywhere” Camera Direct Cabinet DX01 Cellular Battery
EN-SS212wcs-1DX01	Eagle Eye “Anywhere” Camera Direct Cabinet DX01 Speaker/Siren Cellular Battery
EN-SS212wcs-1DB14	Eagle Eye “Anywhere” Camera Direct Cabinet DB14 Cellular Battery
EN-SS212wcs-1DB14	Eagle Eye “Anywhere” Camera Direct Cabinet DB14 Speaker/Siren Cellular Battery
EN-SS212wcs-1DT03	Eagle Eye “Anywhere” Camera Direct Cabinet DT03 Cellular Battery
EN-SS212wcs-1DT03	Eagle Eye “Anywhere” Camera Direct Cabinet DT03 Speaker/Siren Cellular Battery
Subscriptions and accessories	
*EN-M40-1	Eagle Eye VMS M40 Cellular Modem MM01 Management Monthly
**EN-DPMM-001-1	Eagle Eye Cellular Modem Data Plan NA U001 for MM01 Monthly
***EN-SZ004	Eagle Eye Anywhere Solar Panel 120W w/Pole Mount
***EN-SZ002	Eagle Eye Solar Panel Y Connector for optional 2nd solar panel
***EN-SZ003	Eagle Eye Anywhere Cabinet Ext Power Supply 150w 90-305VAC IP67 for use with external power source instead of a solar panel

* Required subscription

** Recommended data plan subscription, can be replaced with customer provided data plan

*** At least one solar panel, or power adaptor, is required (not included); this can be replaced with a customer-provided solar panel.

SS212 System Specifications

MODEL	SS212wcs	SS212wcs-1
Camera Model	1 × DB13, DX01, DT03, or DB14	1 × DB13, DX01, DT03, or DB14
Connectivity	Wifi or 4G LTE (T-Mobile)	Wifi or 4G LTE (T-Mobile)
Bandwidth	2 Mbps on Eagle Eye data plan	2 Mbps on Eagle Eye data plan
Data Plan	Unlimited data plan offered by Eagle Eye Networks	Unlimited data plan offered by Eagle Eye Networks
Battery Capacity	30 Ah (360 Wh)	30 Ah (360 Wh)
Typical Power Consumption	5W (supports up to 3 days without solar charging) Requires 4–6 hours of direct sunlight or up to 24 hours of partial sunlight to fully charge the battery	5W (supports up to 3 days without solar charging) Requires 4–6 hours of direct sunlight or up to 24 hours of partial sunlight to fully charge the battery
Charging Temperature	-5 to 50 °C (23 to 122 °F)	-5 to 50 °C (23 to 122 °F)
Operating Temperature	-20 to 50 °C (-4 to 122 °F)	-20 to 50 °C (-4 to 122 °F)
SD Card Storage	64 GB	64 GB
Deterrence	Flashing LEDs	Flashing LEDs & Siren
Cabinet Dimensions	11.8 × 7.9 × 6.7 in (300 × 200 × 170 mm)	11.8 × 7.9 × 6.7 in (300 × 200 × 170 mm)
Solar Panel Dimensions	41.8 × 20.9 × 1.4 in (1062 × 530 × 35 mm)	41.8 × 20.9 × 1.4 in (1062 × 530 × 35 mm)
Cabinet Weight	13.0 lbs (5.9 kg)	13.0 lbs (5.9 kg)
Solar Panel Weight	14.1 lb (6.4 kg)	14.1 lb (6.4 kg)
Solar Panel Power	120W	120W
Operating Humidity Range	0-70%	0-70%
Ingress Protection	IP 65	IP 65
Mounting Accessories	Includes cabinet and solar panel mounting brackets with flexible steel pole clamps (990mm)	Includes cabinet and solar panel mounting brackets with flexible steel pole clamps (990mm)

Anywhere Cabinet System SS213

SS213 Part Numbers

Cabinet hardware	
EN-SS213wcs-2DX01 *EN-SS213wcsh-2DX01	Eagle Eye Anywhere Camera Direct Cabinet System 2x DX01 Wifi+Cellular+Battery(or Siren)+Solar Power (solar panel not included)
EN-SS213wcs-1DT03-1DB14 *EN-SS213wcsh-1DT03-1DB14	Eagle Eye Anywhere Camera Direct Cabinet System DB13 & DT03 Wifi+Cellular+Battery(or Siren)+Solar Power (solar panel not included)
EN-SS213wcs-1DZ05 *EN-SS213wcsh-1DZ05	Eagle Eye Anywhere Camera Direct Cabinet System DZ05 Wifi+Cellular+Battery(or Siren)+Solar Power (solar panel not included)
Subscriptions and accessories	
**EN-M40-1	Eagle Eye VMS M40 Cellular Modem MM01 Management Monthly
***EN-DPMM-001-1	Eagle Eye Cellular Modem Data Plan NA U001 for MM01 Monthly
****EN-SZ004	Eagle Eye Anywhere Solar Panel 120W w/Pole Mount
****EN-SZ002	Eagle Eye Solar Panel Y Connector for optional 2nd solar panel
***EN-SZ003	Eagle Eye Anywhere Cabinet Ext Power Supply 150w 90-305VAC IP67 for use with an external power source instead of a solar panel

* Use the EN-SS213wcsh- part numbers to order the siren

** Required subscription

*** Recommended data plan subscription, can be replaced with customer provided data plan

**** At least one solar panel, or power adaptor, is required (not included); this can be replaced with a customer-provided solar panel.

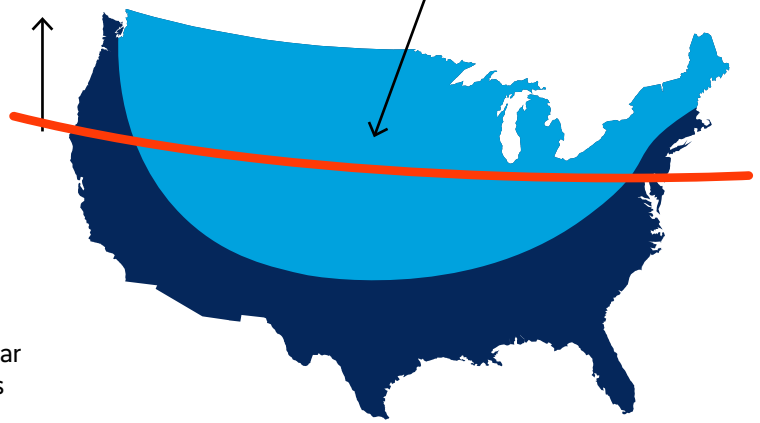
SS213 System Specifications

MODEL	SS213wcs-2DX01	SS21w3wcsh-2DX01	SS213wcs-1DT03-1DB14	SS213wcsh-1DT03-1DB14	SS213wcs-1DZ05	SS213wcsh-1DZ05
Camera Model	2 × DX01	2 × DX01	1 × DT03 + 1 × DB14	1 × DT03 + 1 × DB14	1 × DZ05	1 × DZ05
Connectivity	Wifi or 4G LTE (T-Mobile)					
Data Plan	2 Mbps on Eagle Eye data plan					
Battery Capacity	100 Ah (900 Wh)					
Typical Power Consumption	10W (supports up to 3 days without solar charging) Requires 4–6 hours of direct sunlight or up to 24 hours of partial)					
Charging Temperature	-5 to 50 °C (23 to 122 °F)					
Operating Temperature	-20 to 50 °C (-4 to 122 °F)					
SD Card Storage	64GB ea camera					
Deterrence	Flashing LEDs	Flashing LEDs & Siren	Flashing LEDs	Flashing LEDs & Siren	Flashing LEDs	Flashing LEDs & Siren
Cabinet Dimensions	14.0 × 14.0 × 11.5 in (356 × 35 × 292 mm)					
Cabinet Weight (without battery)	13.0 lbs (5.9 kg)					
Battery Weight	23.1 lbs (10.5 kg)					
Solar Panel Dimensions	41.42 × 22.76 × 1.18 in (1052 × 578 × 30 mm)					
Solar Panel Weight	19.1 lbs (8.7 kg)					
Solar Panel Power	120W					
Operating Humidity Range	0-70%					
Ingress Protection	IP 65					
Mounting Accessories	Includes cabinet and solar panel mounting brackets with flexible steel pole clamps (990mm)					



Two panels recommended

Winter conditions may limit battery charging



Solar panel considerations

Solar panel must be properly mounted and not blocked by trees or other items that will shadow it. System will achieve 99% uptime in areas with strong sunlight. The solar panel needs 4–6 hours of direct sunlight or up to 24 hours of partial sunlight to fully charge the battery. Areas with limited sunlight will have lower performance and may need a second solar panel. Consider an external power supply in these areas. Please see the FAQs for more information.

Only available in the United States.



All Cabinet Systems are available as Eagle Eye Complete

Eagle Eye Complete subscriptions eliminate upfront capital costs and include Lifetime Repair and Replace. Bundle all you need and gain peace of mind with an Eagle Eye Complete subscription. Complete subscriptions include all needed hardware, the cellular modem management subscription (M40), and cellular modem data plan subscription (DPMM-001). Camera subscriptions are not included.

SS212

EN-CSS212wcs-0	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS212 (includes solar panel) Setup
EN-CSS212wcs-1	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS212 (includes solar panel) Monthly w/1Year Commit
EN-CSS212wcsh-0	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS212wcsh (includes solar panel) Setup
EN-CSS212wcsh-1	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS212wcsh (includes solar panel) Monthly w/1Year Commit

SS213

EN-CSS213wcs-0	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS213 (includes solar panel or ext power supply) Setup
EN-CSS213wcs-1	Eagle Eye Anywhere Camera Direct Cabinet System Complete CSS213 (includes solar panel or ext power supply) Setup Monthly w/1Year Commit
EN-CSS213wcsh-0	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS213wcsh (includes solar panel or ext power supply) Setup
EN-CSS213wcsh-1	Eagle Eye Anywhere Camera Direct Cabinet Complete CSS213wcsh (includes solar panel or ext power supply) Setup Monthly w/1Year Commit

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APACsales@een.com

INVESTMENT

The purchase price is \$109,859, payable with 20% mobilization and progress billing to completion.

A full one-year warranty is included for all parts and labor.

Annual Subscription is required. \$47,815.80

Additional fees for additional cameras.

The Terms and Conditions of Sale shown on the attached as a part hereof

<i>The Terms and Conditions of Sale shown on the attached are a part hereof</i>	
Proposal accepted: Johnson Controls, Inc. is authorized to proceed with The work as proposed, subject to Customer credit approval.	Proposal Submitted: Johnson Controls, Inc.
Purchaser	Seller: Johnson Controls, Inc.
By	By Luis Leitao
Title	Title Installation Manager
Date	Date

Thank you for your interest in Johnson Controls, Inc's products and services.

Standard Terms and Conditions – U.S.A. and Canada

“JC” or “Johnson Controls” shall mean Johnson Controls Building Solutions, LLC for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JC’s offer and form the basis of any agreement (the “Agreement” resulting from JC’s proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JC and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JC, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. “In-line” duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JC, shall be distributed and installed by others under JC’s supervision but at no additional cost to JC. Purchaser agrees to provide JC with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JC agrees to keep the job site clean of debris arising out of its own operations. JC’s obligation is limited to the scope of work set forth in JC’s proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JC be required to perform any work JC reasonably believes is outside the scope of work without a written change order signed by Purchaser and JC. In the performance of the work, if JC encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JC shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JC’s costs of, or time required for, performance of any part of the work, JC shall be entitled to and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JC for any costs or expenses without JC’s written consent unless specifically noted in the statement of the scope of work or services undertaken by JC under this Agreement, JC’s obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JC shall not operate to compel JC to perform any work relating to such hazards or substances without JC’s express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JC pursuant to the progress billing schedule of values set forth in JC’s proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JC will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JC progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms. Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the work or services to be provided by JC are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to JC’s work or services, JC reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser’s default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JC’s obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JC and will give JC, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JC’s obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JC’s costs of collection, including (1) actual out of pocket expenses and (2) charge Purchaser a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JC’s election to continue providing future services does not, in any way diminish JC’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JC shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring work or JC otherwise performs work or services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JC’s efforts to collect payment, Purchaser shall immediately notify JC in writing and explain the basis of the dispute. JC may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices may be adjusted by JC prior to shipment or installation to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. “Trade Restrictions” means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). In the event JC is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Purchaser hereby agrees that JC may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. JC may terminate the work immediately upon notice to the Purchaser if JC, in its sole discretion, determines that the premises are unsafe to be accessed by JC’s employees or subcontractors.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JC, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JC shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore. Orders for materials or equipment included may be cancelled or modified by Purchaser only with JC’s express written consent. If cancellation or modification is allowed, Purchaser agrees to pay to JC all expenses incurred and damage sustained by JC on account of such cancellation or modification, plus a reasonable profit. At a minimum, Purchaser agrees to pay the following cancellation charges if JC consents to cancellation in writing of equipment manufactured by JC: For stock units, Purchaser will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, cancelled by Purchaser after release to fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = $(X + 0.1) \times \text{custom equipment sell price} / Y$, where X = number of weeks from date of release for

fabrication to the date of Purchaser notice of cancellation and Y = number of weeks for delivery as offered at the time of the contract. JC shall also be entitled to recover for all on site labor performed up to cancellation, plus reasonable demobilization costs.

(4) LIMITED WARRANTY. JC warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) months from delivery of said equipment, or if installed by JC, for a period of twelve (12) months from installation, whichever occurs first. No warranty is provided for third-party products and equipment installed or furnished by JC. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JC will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JC, if Purchaser provides written notice to JC of any such defect within thirty (30) days after the appearance or discovery of such defect, JC shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JC shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JC makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JC and its affiliates and their respective personnel, suppliers and vendors ("JC Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JC Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JC for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Purchaser, unless Purchaser presents an exemption certificate acceptable to JC and the applicable taxing authorities. If JC is required to pay any such Taxes or other charges, Purchaser shall reimburse JC on demand. If any such exemption certificate is invalid, then Purchaser will immediately pay JC the amount of the Taxes, plus penalties and interest.

(7) SCHEDULE. JC and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JC, JC shall be entitled to a change order equitably adjusting the compensation of JC to account for the increased costs associated with such schedule changes.

(8) DELAYS. JC shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JC's control, including, but not limited to Force Majeure Events, conditions of the premises, acts or omissions of the Purchaser, Owner or other contractors or delays caused by suppliers or subcontractors of JC.

(9) COMPLIANCE WITH LAWS. JC shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(10) DISPUTES. JC shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JC and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JC, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. Purchaser will pay all of JC's reasonable collection costs (including legal fees and expenses) as provided in Section 2. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims by JC for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JC's standard limits will be furnished when requested and required. No credit will be given or premium paid by JC for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JC and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JC shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JC prompt written notice of any such Claim, (ii) Purchaser gives JC full authority to defend or settle any such Claim, and (iii) Purchaser gives JC proper and full information and assistance, at JC's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JC will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES**

OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JC does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JC, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JC, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JC and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JC's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JC secure Network access for providing its work or services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the work, services or products.

(16) FORCE MAJEURE. JC shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JC to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JC, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, virus, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JC. If JC's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JC shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JC is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JC will be entitled to extend the relevant completion date by the amount of time that JC was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JC's cost to perform the services, Purchaser is obligated to reimburse JC for such increased costs, including, without limitation, costs incurred by JC for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JC in connection with the Force Majeure Event.

(17) FAR. In the United States, JC supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JC will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JC provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JC's cloud-hosted software applications. Customer consents to and grants JC the right to collect, transfer, ingest and use such data to enable JC and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JC products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JC secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JC software and related equipment installed at Customer facilities and JC cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use. Certain equipment sold hereunder includes by default JC's Connected Equipment Services. Connected Equipment Services is a data-analytics and monitoring Software platform that uses a cellular or network connection to gather equipment performance data to assist JC in advising Purchaser on (and Purchaser in better understanding) such equipment's health, performance or potential malfunction. **If Purchaser's equipment includes Connected Equipment Services, such services will be on by default and the remote connection will continue to connect to Purchaser's Equipment through the full equipment lifecycle, unless Purchaser specifically requests in writing that JC disable the remote connection, or Purchaser discontinues or removes such remote connection.**

(19) JC DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JC's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms collectively, the "Software Terms"). Specifically, the JC General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JC Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generalatos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JC and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription

term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JC as Processor.* Where JC factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JC as Controller.* JC will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JC's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Purchaser acknowledges JC's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JC is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ASSIGNMENT. This Agreement is not assignable by the Purchaser except upon written consent of JC first being obtained. JC shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Purchaser.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

(23) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

T&C Version: 10/01/2025

Johnson Controls Standard Service Terms: One PSA

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services ("**Covered Equipment**"). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("**Laws**"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer; or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any

necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors (“JCI Parties”) are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

[END OF DOCUMENT]

Johnson Controls Standard Service Terms: One PSA, version 6.12.2025



Staff Report

City Commission Regular Meeting

June 25, 2026

To: City Commission
From: Dale Martin, City Manager
Meeting Date: June 25, 2026
Item Name: Resolution 2026-54. A Resolution by the City Commission of the City of Flagler Beach, Florida, amending Resolution 2026-28 to comply with the requirements of HB 803 (building permits and inspections act) and to modify the temporary reduction of certain building permit fees; providing for legislative findings; providing for conflicts; providing for severability; and providing for an effective date.

Background:

At the May 28th meeting, Attorney Smith advised this resolution would be forthcoming to address the legislation adopted to overhaul the building permit fee rules in the State of Florida. The changes signed into law by Governor DeSantis take effect July 1.

A summary of these changes are:

Valuation-Based Fees Capped: Local governments are prohibited from charging inspection fees based on the total cost/valuation of a project. Inspection fees must be restricted to the agency's actual cost to perform and approve the inspection.

Exemption for Smaller Projects: Permits and their associated fees are no longer required for single-family residential projects valued at less than \$7,500 (though electrical, plumbing, mechanical, gas, and structural work remain exceptions).

Private Provider Fee Reductions: If you use a private provider for commercial plan reviews or inspections, local governments are mandated to reduce your permit fees by specified percentages (50% for full private provider services or 25% for partial).

HOA Permit Bans: The bill prevents local Homeowner Associations (HOAs) from demanding a building permit as a prerequisite for their architectural reviews.

Section 2 of Resolution 2026–54 amends Resolution 2026-28. Adopted April 23, 2026, Resolution 2026-28 reduced the building permit fees collected by 75% (such that the applicants paid for 25% of the Residential/Commercial Permit Fees). The amendment retains a reduction from the adopted fees but replaces the 75% reduction with a 25% reduction (such that the applicants pay for 75% of the Residential/Commercial Permit Fees).

Fiscal Impact:

The amendment updates the City’s permit fee provisions to comply with HB 803 and reduces applicable permit fees by 25%. The reduction is expected to decrease building permit fee revenues; however, the exact fiscal impact will depend on future permitting activity and development trends.

Staff Recommendation:

Staff recommends approval of Resolution 2026-54.

Attachments:

- 1. 2026-54 with exhibit

RESOLUTION 2026-54

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING RESOLUTION NO. 2026-28 TO COMPLY WITH THE REQUIREMENTS OF HB 803 (BUILDING PERMITS AND INSPECTIONS ACT) AND TO MODIFY THE TEMPORARY REDUCTION OF CERTAIN BUILDING PERMIT FEES; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission adopted Resolution No. 2026-28 on April 23, 2026, providing for a temporary reduction in certain building permit fees; and

WHEREAS, subsequent to the adoption of Resolution No. 2026-28, the Florida Legislature enacted HB 803, which amended provisions of Florida law relating to local government building permit fees and building code enforcement revenues; and

WHEREAS, the City Commission desires to ensure that its building permit fee structure and administration remain consistent with the requirements of HB 803 and applicable Florida law; and

WHEREAS, the City Commission has further reviewed the Building Department's projected revenues, expenditures, and reserve balances and finds it appropriate to modify the temporary fee reduction established by Resolution No. 2026-28; and

WHEREAS, the City Commission finds that the amendments contained herein are in the best interests of the health, safety, and welfare of the citizens of the City of Flagler Beach.

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

SECTION 1. LEGISLATIVE FINDINGS

The foregoing WHEREAS clauses are hereby ratified and incorporated herein as legislative findings.

SECTION 2. Amendment to Resolution No. 2026-28

Section 2 of Resolution No. 2026-28 is hereby amended to provide that, during the Reduction Period of July 1, 2026 through June 30, 2027 the fees charged by the City for the following application fee categories shall be reduced by twenty-five percent (25%), such that applicants shall pay seventy-five percent (75%) of the fees described in "Exhibit A – Residential / Commercial Permit Fees."

Except as amended herein, the Building Department Fee Schedule attached as Exhibit "A" and Resolution No. 2026-28 shall remain in full force and effect.

SECTION 3. Compliance with HB 803.

The City Commission hereby directs that all building permit fee revenues, expenditures, accounting practices, reporting requirements, and related administrative procedures be implemented and administered in accordance with HB 803 and applicable Florida law. The City Manager, Finance Director, and Building Official are authorized to take all actions necessary to ensure such compliance.

SECTION 4. Ratification.

Except as expressly amended by this Resolution, all provisions of Resolution No. 2026-28 shall remain in full force and effect and are hereby ratified and confirmed.

SECTION 5. Conflicts.

All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

SECTION 6. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Resolution.

SECTION 7. Effective Date.

This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Flagler Beach, Florida, this 25th day of June 2026.

CITY OF FLAGLER BEACH, FLORIDA

PATTI KING, MAYOR

ATTEST:

PENNY OVERSTREET, CITY CLERK

Exhibit A

BUILDING DEPARTMENT

All Residential / Commercial Permit Fees	\$	110.00 Minimum Base Fee + number of inspections and plans review fee
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~~* Plan review Fees are applied for SFR and commercial projects~~

Plan Review Fees

Plan Review		
Residential/Commercial/ Revision	\$	65.00 per hour
Certificates and Inspections		
Inspection Fee / Re-inspection Fee	\$	65.00
Utility Reconnect Inspection Fee	\$	100.00

NOTE: All fees must be paid at time of submittal unless otherwise noted.

All fees are non-refundable unless an error has been made by city staff.

BUILDING DEPARTMENT

Other Miscellaneous Fees

Education Fee (State of Florida F.S. 553.721 and F.S. 468.631)	\$	2.50 plus .01% of the Valuation
Technology Fee (State of Florida F.S. 553.721 and F.S. 468.631)	\$	2.50 plus .01% of the Valuation

BUILDING DEPARTMENT

90 Day Permit Extension	\$	35.00
Archive Copies	\$	0.15 per one sided legal size or smaller, \$0.20 per two sided legal size or smaller or actual cost of duplication of record Free up to five 8.5 x 11 pages; \$0.50 per page < 11 x 17, \$1.00 per 11 x 17 and larger page, truss packages \$25.00 or \$0.50 per page, whichever is less.
Scanning	\$	\$0.50 per page, whichever is less.
Prints of Scanned Large Format Documents - per page	\$	7.00



Staff Report

City Commission Regular Meeting

June 25, 2026

To: City Commission
From: Crystal Nobre, Utility Billing Manager
Meeting Date: June 25, 2026
Item Name: Ordinance 2026-12. An Ordinance of the City of Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to credits and adjustments to utility bills; providing for severability, codification, conflicts, and an effective date (Second Reading).

Background:

Ordinance 2026-12 passed 1st reading unanimously, at the May 28, 2026, Regular Meeting.

Ordinance 2026-12 establishes standardized criteria and procedures for both residents and staff in the evaluation and approval of adjustments related to utility billing, service impacts, repairs, and customer-incurred costs. By replacing unrestricted requests with clearly defined guidelines, the Ordinance promotes consistent, efficient, and equitable review of adjustment requests.

Through the establishment of eligibility criteria, defined processes, and updated operational tools, the City seeks to enhance transparency, accountability, and overall service delivery.

Fiscal Impact:

No fiscal impact.

Staff Recommendation:

Staff recommends approval of Ordinance 2026-12 on second / final reading.

Attachments:

1. 2026-12 2nd Reading
2. 2026-12 Affidavit

36 (b) Adjustments for unique circumstances.

37
38 Notwithstanding subsection (a), above, the City may, of its sole discretion,
39 authorize a billing adjustment when all of the following conditions are met:

40 (1) The increased usage or billing impact is directly attributable to a failure
41 within infrastructure owned or maintained by the City;

42 (2) The condition resulted in measurable and abnormal consumption or charges
43 associated with a specific customer account;

44 (3) The City failed to correct the issue within a reasonable timeframe after
45 discovery or notification; and

46 (4) The customer did not contribute to, cause, or exacerbate the condition.

47 Any adjustment issued under this subsection shall be limited to the portion of
48 charges determined to be directly attributable to the failure within the City-owned
49 infrastructure and shall be consistent with all other applicable City policies
50 governing specific utility components.

51 (c) Repairs and Customer-Incurred Costs.

52 Credits or reimbursements for costs incurred by customers for private
53 plumbing repairs, leak detection, or related services shall not be considered unless
54 expressly authorized by the City Commission or as required by law.

55 (d) Burden of Proof.

56 The party requesting the adjustment bears the responsibility of providing
57 sufficient documentation to support, by competent substantial evidence, any
58 request for adjustment, including but not limited to repair invoices, photographs, or
59 third-party verification, where applicable.

60 (e) Administrative Authority.

61 The City Manager or designee is authorized to review all requests and
62 determine eligibility for adjustments in accordance with this Section.

63 **SECTION 3. Conflicts.** All ordinances or parts of ordinances in conflict with this
64 ordinance are hereby repealed to the extent of such conflict.

65 **SECTION 4. Codification.** It is the intent of the City Commission of the City of Flagler
66 Beach that the provisions of this Ordinance shall be codified. The codifier is granted broad and
67 liberal authority in codifying the provisions of this Ordinance.

Observer

PALM COAST OBSERVER; Published Weekly

Palm Coast Flagler County FLORIDA

PUBLISHER'S AFFIDAVIT OF PUBLICATION
STATE OF FLORIDA
COUNTY OF FLAGLER

Before the undersigned authority, Brandon Bressner, personally appeared, who under oath, says he/she is a registered representative of Palm Coast Observer, a weekly newspaper published at Palm Coast in Flagler County, Florida, that the attached copy of advertisement, being a
Municipal - Public Hearing

in the matter of
NOTICE OF PUBLIC HEARING-ORDINANCE 2026-12

was published in said newspaper by print in the issue(s) of:
June 11, 2026

and by publication on the newspaper's publicly available website, if authorized, on June 11, 2026

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

(Signature of Affiant)

Sworn to and subscribed before me this
This 11th day of June, 2026.

(Signature of Notary Public)



(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally known or produced identification _____

Type of identification produced _____

**THE CITY OF FLAGLER BEACH
PROPOSES TO ADOPT THE
FOLLOWING ORDINANCES**

**ENTITLED:
ORDINANCE 2026-12**

Ordinance 2026-12. An Ordinance of the City of Commission of the City of Flagler Beach, Florida, amending the Code of Ordinances of the City of Flagler Beach related to credits and adjustments to utility bills; providing for severability, codification, conflicts, and an effective date

Public Hearings will be conducted to consider the amendments as follows:

City Commission: Thursday, June 25, 2026, at 5:30 p.m. or soon thereafter

The public hearings may be continued to a future date or dates. The times and dates of any continuance of a public hearing shall be announced during the public hearing without any further published notice. The request will be heard at 5:30 PM, or as soon thereafter as possible, in the City Commission Chambers located at 105 South Second Street, Flagler Beach, Florida. If a person 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.

7763-348144



Staff Report

City Commission Regular Meeting

June 25, 2026

To: City Commission
From: Dale Martin, City Manager
Meeting Date: June 25, 2026
Item Name: Ordinance 2026-13: An ordinance of the City of Flagler Beach, Florida, amending Chapter 9, Fire Protection and Prevention, to adopt by reference the current edition of the Florida Fire Prevention Code and provide for investigation guidelines; providing for codification, conflicts, and an effective date (First Reading).

Background:

This ordinance updates the City of Flagler Beach Code of Ordinances to adopt by reference the current edition of the Florida Fire Prevention Code. The existing code references an outdated fire code that is no longer utilized in Florida. This amendment ensures the City's ordinances remain consistent with current state-adopted fire prevention and life safety standards and automatically align with future updates to the Florida Fire Prevention Code.

Fiscal Impact:

Minimal fiscal impact. This ordinance updates the City's Code of Ordinances to reference the current Florida Fire Prevention Code and does not require additional funding unless additional copies were purchased for availability to staff. Costs associated with obtaining updated fire code reference materials are minimal, typically ranging from \$200 to \$500 per edition, with replacements occurring on a three-year adoption cycle.

Staff Recommendation:

Staff recommends approval of Ordinance 2026-13 at First Reading.

Attachments:

1. Fire Code Reference Update (2026)

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ORDINANCE 2026-13

AN ORDINANCE OF THE CITY OF FLAGLER BEACH, FLORIDA, AMENDING CHAPTER 9, FIRE PROTECTION AND PREVENTION, TO ADOPT BY REFERENCE THE CURRENT EDITION OF THE FLORIDA FIRE PREVENTION CODE AND PROVIDE FOR INVESTIGATION GUIDELINES; PROVIDING FOR CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the Florida Fire Prevention Code provides standards and regulations related to fire prevention and protection; and

WHEREAS, the City Commission finds it appropriate and necessary to ensure the Code of Ordinance references the current edition of the Florida Fire Prevention Code; and

WHEREAS, the City Commission also finds it appropriate to specify that investigations shall be consistent with NFPA 921.

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

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Commission pertaining to this Ordinance.

SECTION TWO. Chapter 9, “Fire Protection and Prevention,” of the Code of Ordinances is hereby amended as set forth below:

Sec. 9-1. Fire code adopted.

This chapter adopts the ~~Standard Fire Code, 1991 edition, as published by the Southern Building Code Congress International.~~ Florida Fire Prevention Code, current edition. The same is hereby adopted and incorporated as fully as if set out at length in this chapter. Not less than one copy of the adopted issue of the fire code shall be filed in the office of the city clerk and the provisions thereof shall be controlling within the limits of the city. This code shall be known as the City of Flagler Beach Fire Prevention Code.

* * *

Sec. 9-8. Investigations.

The fire chief or his designee shall investigate the cause, origin and circumstances of every fire occurring in the city by which property has been destroyed or damaged and, so far as possible, shall determine whether the fire is the result of carelessness or design. Such investigations shall begin immediately upon the occurrence of such a fire. The fire inspectors shall assist the fire chief or his designee with the investigation of fires. All investigations shall align with the methodology set forth in the National Fire Protection Association (NFPA) 921.

SECTION THREE. Codification. It is the intent of the City Commission of the City of

44 Flagler Beach that the provisions of this Ordinance shall be codified. The codifier is granted
45 broad and liberal authority in codifying the provisions of this Ordinance.

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47 **SECTION FOUR. Conflicts.** Conflicts. In any case where a provision of this Ordinance
48 is found to be in conflict with a provision of any other ordinance of this City, the provision
49 which establishes the higher standards for the promotion and protection of the health and
50 safety of the people shall prevail.

51
52 **SECTION FIVE. Effective date.** This Ordinance shall take effect immediately upon
53 adoption as provided by the Charter of the City of Flagler Beach.

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55 PASSED ON FIRST READING THIS ____ DAY OF _____, 2026.

56
57 PASSED AND ADOPTED THIS ____ DAY OF _____, 2026.

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60 CITY OF FLAGLER BEACH, FLORIDA
61 CITY COMMISSION

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64 _____
Patti King, Mayor

65 ATTEST:
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67 _____
68 Penny Overstreet, City Clerk