# City of Palm Coast
# Agenda
## City Council Workshop

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoast.gov

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

**Tuesday, September 9, 2025** | **6:00 PM** | **City Hall - Jon Netts Community Wing**

**City Staff**
**Lauren Johnston, Acting City Manager**
**Marcus Duffy, City Attorney**
**Kaley Cook, City Clerk**

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Other matters of concern may be discussed as determined by City Council.
- If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- City Council Meetings are streamed live on YouTube at https://www.youtube.com/@PalmCoastFL.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session.
- Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter 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.

NOTICE: This meeting is being live streamed on the City of Palm Coast YouTube channel and audio recorded for public record and transparency.

**A CALL TO ORDER**

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

**C ROLL CALL**

**D PUBLIC PARTICIPATION**

Public Participation shall be held in accordance with Section 286.0114 Florida Statutes. And pursuant to the City Council's Meeting Policies and Procedures:

(1) This agenda item has a thirty (30) minute limit.

(2) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
(3) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
(4) Public speakers may address their comments to the Council as a whole, the Mayor, or to an individual Council Member
(5) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
(a) make their comments concise and to the point;
(b) not speak more than once on the same subject;
(c) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;
(d) obey the orders of the Mayor or the City Council; and
(e) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.
(6) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

Any speaker failing to comply, as cautioned, shall be barred from making any additional comments during the meeting and may be removed, as necessary, for the remainder of the meeting.

Members of the public may make comments during the public comment portion of the meeting. Please be advised that public comment will only be permitted during the public comment portions of the agenda at the times indicated by the Chair during the meeting.

**E PRESENTATIONS**

**1 DISCUSSION - CITY MANAGER SEARCH**

**2 PRESENTATION - THE SOUTHERN RECREATION CENTER**

**3 PRESENTATION - ADMINISTRATION OF THE CULTURAL ART GRANT PROGRAM AGREEMENT WITH FLAGLER COUNTY CULTURAL COUNCIL**

**4 PRESENTATION - ORDINANCE 2025-XX AMENDING CHAPTER 42, CREATING SECTION 42-7 OF THE CODE OF ORDINANCES PROVIDING FOR THE USE AND OPERATION OF BICYCLES AND ELECTRIC POWERED CYCLES**

**F PUBLIC PARTICIPATION**

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

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

**H DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA**

**I DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA**

**J ADJOURNMENT**

**5 AGENDA WORKSHEET AND CALENDAR**

# City of Palm Coast, Florida
# Agenda Item

**Agenda Date:** September 9, 2025

| | |
|---|---|
| **Department** HUMAN RESOURCES<br>**Division** | **Amount**<br>**Account #** |

**Subject:** DISCUSSION - CITY MANAGER SEARCH

**Presenter: Renina Fuller, Director of Human Resources**

**Attachments:**
1. List of top candidates

**Background:**

At the August 26, 2025, City Council Workshop, the Council decided to review top candidates at the September 9, 2025, workshop.

Direction Needed:

1. Scoring and Selection of Semi-Finalists
   - Narrow list from 25 to top 5 -8
   - Select an exercise to narrow down to semi-finalist

2. Interview Techniques for Final Candidate Selection
   - Council to discuss and provided direction on interview methods, which may include:
   - Structured panel interviews
   - Scenario-based questions and case studies
   - Community or stakeholder meet-and-greet sessions
   - One-on-one interviews with individual Council Members

**Recommended Action:**
**FOR PRESENTATION AND DIRECTION**

# City Manager Search

September 9, 2025

Posted May 16, 2025 - August 15, 2025

Received 112 applications

- Bachelors: 90 | Masters: 69
- ICMA: 1 | State Specific: 3
- 8 Years Experience: 22
- Department Head: 39
- Military: 17
- Budget: 36
- Florida Applicants: 64



# Top Candidates

Will add once we receive list from council

# Council Action

Narrow to top 5-8

Select assessment for semifinalists

# Next Steps/ Tentative Timeline

***Sept 23rd Workshop***
Review semifinalists
Select candidates for interview

***Special Workshop***
Interviews

***October Business Meeting***
Selection of City Manager

# City of Palm Coast, Florida
# Agenda Item

**Agenda Date:** September 9, 2025

| | | | |
|---|---|---|---|
| **Department** | PARKS & RECREATION | **Amount** | |
| **Division** | SOUTHERN RECREATION CENTER | **Account #** | |

**Subject:** PRESENTATION - THE SOUTHERN RECREATION CENTER

**Presenter: James Hirst, Director of Parks & Recreation**

**Attachments:**
1. Presentation - City
2. Presentation - USTA

**Background:**

**UPDATED BACKGROUND FROM THE AUGUST 26, 2025, WORKSHOP MEETING:**
City Council requested to move this item to the September 9, 2025, Workshop Meeting. No changes have been made to the item.

**UPDATED BACKGROUND FROM THE DECEMBER 10, 2024, WORKSHOP MEETING:**
At the June 17, 2025, Business Meeting, City Council requested that City staff prepare a presentation on the Southern Recreation Center. The presentation will include an overview of current operations, programming, and community use of the facility. Additionally, the USTA will provide a presentation outlining a proposed role in the facility's management.

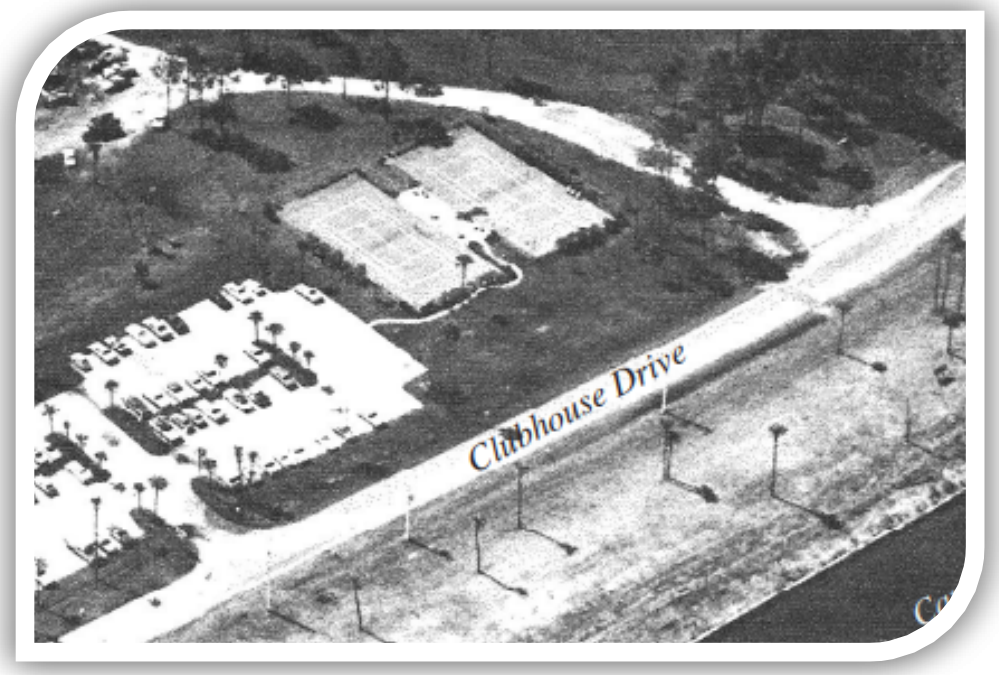
**ORIGINAL BACKGROUND FROM THE DECEMBER 10, 2024, WORKSHOP MEETING:**
As part of the USTA grant awarded to the Southern Recreation Center, the USTA will provide a presentation on the grant, a program and serviced approach, and future opportunities.

**Recommended Action:**
**FOR PRESENTATION**

# Southern Recreation Center

Current Operations

# History and Background




Originally home to the Palm Coast Tennis Center which opened in 2008 and received the United States Tennis Association (USTA) Outstanding Facility Award in 2010.

Has played host to a number of tennis greats, including Andre Agassi, Michael Chang, Monica Seles, Jimmy Connors, and Reilly Opelka.

In February 2024, the facility was expanded to become the Southern Recreation Center and added a permanent community building and 12 pickleball courts.

# Hours of Operation

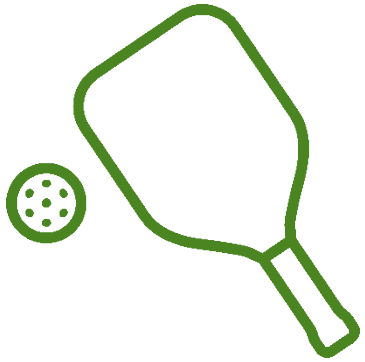
**Monday-Saturday:** 8am-9pm

**Sunday:** 8am-2pm

Limited holiday closures based on attendance statistics



# Court Schedules



**Pickleball**

Offers court times, instructional programs, private and group lessons, tournaments, league play, youth programs, and open play.

**Tennis**

Offers court times, daily match settings, instructional clinic options, workouts, private and group lessons, hitting sessions, league play, and a robust junior program. Court reservations are also available.



# Admission Rates

**Pickleball**

Adult Annual — $250

Junior Annual — $100

Monthly Annual — $25

Limited Monthly — $15

Punch Pass — $60/10 visits

Daily Visit — $7

**Tennis**

Adult Annual — $550

Junior Annual — $175

Monthly Annual — $50

Limited Monthly — $30

Punch Pass — $100/10 visits

Daily Visit — $12

**Combination**

Adult Annual — $650

Junior Annual — $225

Monthly Annual — $70

Limited Monthly — $40

Punch Pass — $150/20 visits



# Current Operations

- All Parks & Recreation staff work community events

- Staffing
  - Southern Recreation Center Supervisor
  - Customer Service Representative
  - Maintenance Worker
  - 5 Seasonal Facility & Guest Attendants
  - Tennis and Pickleball Instructors (contracted)




# Pickleball Programs

**Youth Programs**
Youth Pickleball League, Youth Camps
**Adult Programs**
Welcome to Pickleball, Step Up Your Game (Intermediate Skills), Doubles Tactics, Drilling, Stacking, Specialized Shots, Adult Camps, Team Camps
**Social Play**
Mixers, Round Robins
**Private Lesson**
Individual, Group Lessons
**Inclusive Programs**
Special Olympics
**Leagues**
Ladder League, Top Dog Day League
**Tournaments**
Pink and Pickle, Luck of the Pickle, Mother’s Day



# Tennis Programs

**Youth Programs**
Rookie Rallies (4-5), Red (6-8), Orange (8-11), Green Ball (11-14), Junior Development (15+), Junior Academy (High level), Youth Camps

**Adult Programs**
Group Skills, Adult Camps, Welcome to Tennis

**Social Play**
Court Reservations, Round Robins

**Private Lessons**
Individual, Group Lessons

**Inclusive Programs**
Adaptive Tennis, Special Olympics

**Leagues**
GVTL (Greater Volusia Tennis League), FTL (Flagler Tennis League), USTA Summer League

**Tournaments**
Sanctioned USTA +18, USTA Juniors, UTR



# Classes/Social Activities

- Zumba
- Yoga
- Fit For Life
- Belly Dancing
- Garden Talks
- Senior Living/Memory Care
- Support Groups
- Trivia Night



# Rentals

- **Church/Religion**
- **Parties** - Birthdays, Graduation, Baby Showers
- **Community Groups** - American Legion, Rotary, Kiwanis
- **Education** - Private Tutoring, City of Palm Coast, Senior Living
- **Fitness/Drama** - Youth Dance, Theater Practice, Youth Karate
- **Events** - Fitness Expo, Small Business Expo, Holiday Parties

# Community Impact

**Number of Activities**

- 482

**Number of Rentals**

- 156

**Check-ins**

- 61,411

**Pass Holders - 1,292 total**

- Combo – 65
- Pickleball – 919
- Tennis - 308




*based on FY24-25 (Q1-Q3)

# Community Impact

**User Groups/Partnerships**

Redefined Food Co.

Friends of Tennis

Florida Pickleball League

Pickleballerz

Tournaments

Chamber of Commerce

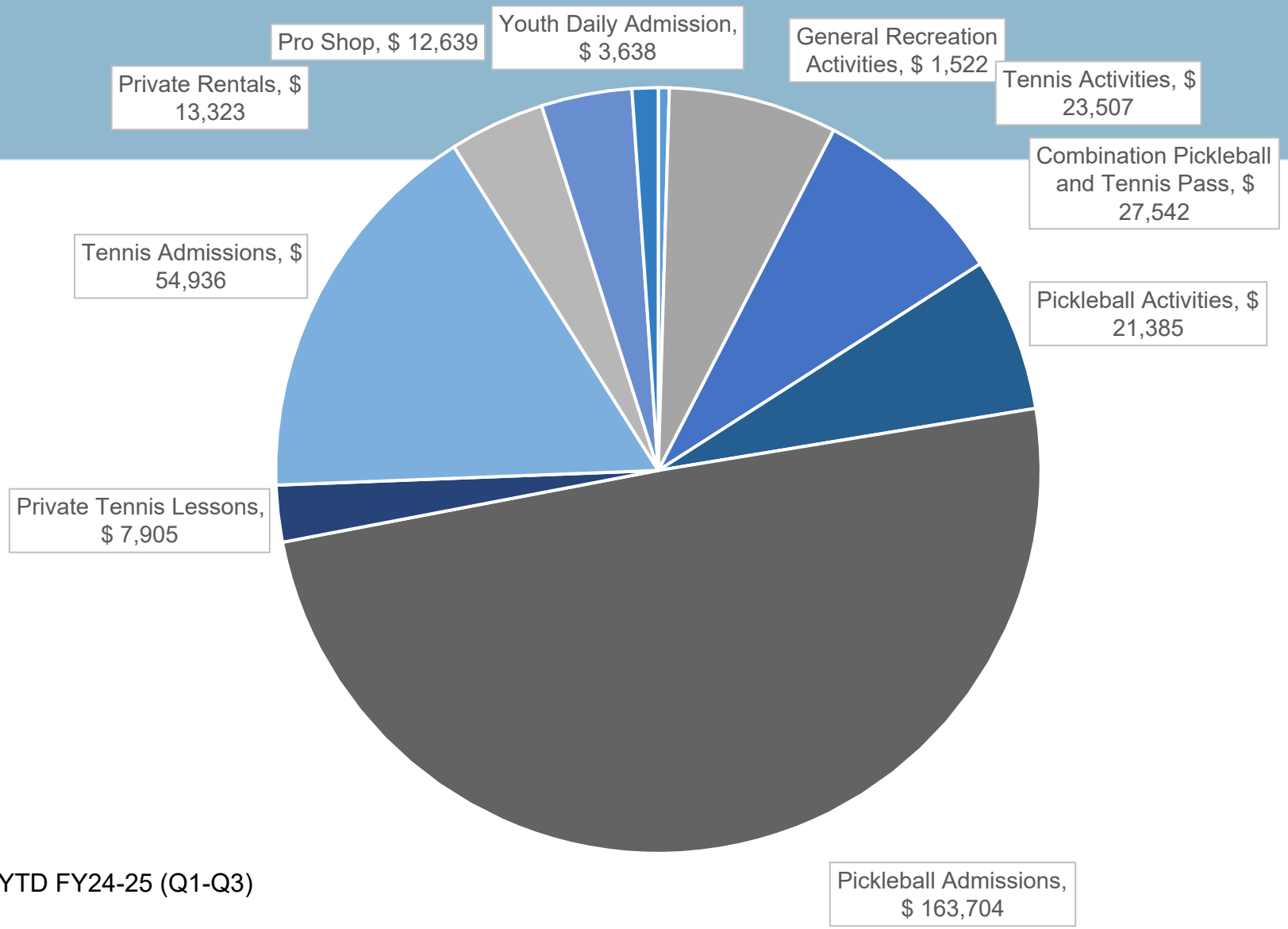
Flagler County High School Teams

Tourism Development Council (TDC) – Capital Funding Program Grant of $739,158

USTA - Florida Growth Catalyst Fund Grant of $700,000 for additional tennis courts



# Revenue Breakdown




*based on YTD FY24-25 (Q1-Q3)

*Southern Recreation Center*
*Assessment & Management Services Proposal*
*Presented to the Palm Coast City Commission*
*August 26, 2025*

USTA FLORIDA

*LAURA BOWEN,*
*EXECUTIVE DIRECTOR*
*bowen@ustaflorida.com*

# *WHO WE ARE*

USTA FLORIDA

USTA Florida is a not-for-profit, volunteer-run association established in 1949 as one of seventeen (17) sections of the United States Tennis Association. We are the governing body of tennis in Florida, which means we sanction all competitive events in the state.

Our mission is to promote and develop tennis for ALL.

We currently have more than 1.7 million total players in Florida, whom we serve through community programs, schools activities, and competitive play.

We operate four public tennis centers through public partnerships and provide assessment and guidance to dozens more upon request.

We invest millions of dollars in public park infrastructure every year.

We ensure that ALL staff, coaches and providers meet stringent Safe-Play training requirements and standards for delivery through expert training and education.



# *OUR SERVICE TO PALM COAST*

USTA FLORIDA

WE HAVE PARTNERED WITH THE CITY OF PALM COAST TO PROVIDE THE FOLLOWING SERVICES *FREE OF CHARGE:*

1. **Funded the expansion and improvement** of tennis courts at the Southern Recreation Center to make it a best-in-class racquets facility. *(December 2024)*
2. **Conducted community outreach** to identify what the residents want most in their facility. *(March/April 2025)*
3. **Prepared a full assessment report** to help the city understand what a best-in-class racquets facility should offer in terms of programs and staffing to meet resident needs. *(May 2025)*
4. **Offered a proposal for management services** that would meet those same resident needs, provide full staffing services for tennis and pickleball and save the taxpayers money. *(Aug 2025)*



PALM COAST

# *WHAT WE WILL COVER TODAY*

USTA FLORIDA

**ASSESSMENT FINDINGS**
*Community Survey Results*
*Recommended Programs & Events*
*Recommended Staffing Model*

**OPERATING MODEL COMPARISON**
*Services Comparison*
*Financial Considerations*

**PROPOSED CONTRACT**
*Term of Service*
*Scope of Work/Key Questions*
*Next Steps*



PALM COAST

# *ASSESSMENT*

## *Community Survey Results*

USTA FLORIDA

**Survey Respondent Info:**

- 119 Responses
- 50 percent of respondents attended USTA Florida's Community Day event.
- The majority (72%) of respondents are passholders.
- The majority of passholders are annual in both tennis and pickleball. Only two respondents are combination passholders.
- The majority of players (82%) play multiple times per week.



PALM COAST

# *ASSESSMENT*

## *Community Survey Results*

USTA FLORIDA

**The Survey Identified Several High Importance Areas:**

- Passholders are very satisfied with the current pricing.
- Adult recreational and adult competitive tournaments are of high importance in both spaces.
- Pickleball drop-in play is very important.
- Programming and play options are the top priority.
- Ease of registering and reserving courts is very important.
- Pro events are desired more in tennis.
- Stringing is a high priority.
- There is high interest for equipment and clothing sales.




Palm Coast

# *ASSESSMENT*

## *Community Survey Results*

USTA FLORIDA

**Concerns raised in comments/questions:**

- ❖ Pricing changes.
- ❖ Pickleball being negatively affected or ignored.
- ❖ Concerns about staff and impacts on current staff.
- ❖ Court maintenance being kept up.
- ❖ More programming.



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# *ASSESSMENT*

## *Program Recommendations*

USTA FLORIDA

**Description of Recommended Pickleball Programs:**

- BEGINNER ORGANIZED OPEN PLAY (Pro-Led)
- ORGANIZED OPEN PLAY (Pro-Led)
- OPEN PLAY (Self-Led)
- PICKLE FRENZY (Pro-Led)
- PICKLEBALL-Stroke of the Month Clinic (Pro-Led)
- PICKLEBALL PASSPORT (listed below) could easily be enhanced by adding more program offerings to the facility:
  - *Unlimited Personal Play, when available*
  - *Priority Court Reservation – Book up to 7 days in advance*
  - *5% off resident rates for clinics, programs, tournaments, and private lessons*
  - *Ability to bring guests (guests must pay the fee and play with the pass holder)*
  - *Organized Play, with pro, 4x a week*
  - *Open Play, without a pro, 2x a week*



Palm Coast

# *ASSESSMENT*

## *Program Recommendations*

USTA FLORIDA

RECOMMENDED ADULT TENNIS PROGRAMS:

**BEGINNER TENNIS**

The perfect class for those new to tennis.

**ADVANCED BEGINNER TENNIS**

For players beyond beginner level. Each session will work on fine-tuning basic skills and strokes.

**INTERMEDIATE TENNIS**

Basics are reviewed briefly in each class. In addition, our instructors will work with you to add elements like speed, power, and accuracy to your game.

**TENNIS FITNESS CLASSES**

**Hitting Fitness** is just that, continuous feeding and hitting in doubles formation as the pros conduct.

**CARDIO** can be a bit more instructional but is still a very active workout.

**FAMILY TENNIS PROGRAM**

Join your child in mastering basic beginner tennis skills in a large class setting! USTA curriculum is used.



PALM COAST

# *ASSESSMENT*

## *Program Recommendations*

USTA FLORIDA

*RECOMMENDED YOUTH TENNIS PROGRAMS (AGES 3–18)*

*Weekly Clinics & Match Play Clubs*

*Grouped by age and ball color, it includes skills, games, and team challenges.*

*Junior Team Tennis (JTT)*

*Co-ed recreational teams compete locally in a fun, inclusive format.*

*Challenge Days & Tournaments*

*Entry-level competitive events designed to motivate growth and confidence.*

*High School Prep & Performance Pathway – Junior Academy*

*Specialized coaching for teens aiming to compete on school teams or in USTA events.*

*Adaptive Programs (all ages)*

*Special Olympics, Love Serving Autism, Wheelchair tennis and other programs offered year-round.*



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# *ASSESSMENT*

## *Events & Economic Impact*

USTA FLORIDA

*Sample Florida/National Events that would benefit this location:*

- *Mixed Sectionals 55+ Sectionals (Dec)*
- *Mixed sectionals 40 & Over (June)*
- *Tennis On Campus Sectionals (Feb/March)*
- *Junior Team Tennis Sectional Champs (July)*
- *2 Existing USTA Pro Tournaments*
- *4 Junior Tournaments (1 per quarter)*
- *4 Adult Tournaments (1 per quarter) NTRP*
- *Tri-Level Sectionals*
- *Bi-Monthly Socials*



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*Based on estimates from USTA Florida's 2024 Economic Impact Study, the spending generated from just three of these events would be well over $300,000. Over time, the city could easily double or triple that figure in economic impact.*

# *ASSESSMENT*
# *Other Offerings*

USTA FLORIDA

Based on survey feedback and other input received, we believe adding the following services would be of high value to the community and enhance the program offerings across the board:

- *Online Court, Program and Event Reservations*
- *Professional Stringing Services*
- *Clothing and Equipment Sales*
- *On-Court Technology (electronic line calling and AI-integrated coaching tools)*



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# *ASSESSMENT*
# *Fees/Annual Pass Holders*

USTA FLORIDA

*The Southern Recreation Center currently has an appropriate fee structure in place for pickleball and tennis.*

*USTA Florida recommends implementing an additional flat 5% discount on stringing services and special events for annual passholders.*



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# *ASSESSMENT*
# *Staffing*

USTA FLORIDA

*In order to deliver full program support and services at the Southern Recreation Center, there needs to be a significant increase in staffing across the facility that accounts for both regular needs and special events. Instructors, desk staff and facility maintenance staff can work together to ensure a first-class experience for all members and players.*



*The current staff are extremely valuable to the facility, but there are simply not enough staff to deliver the experience a best-in-class operation requires.*

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*USTA Florida recommends a staffing structure that includes:*

- *One Certified, Full-Time Director of Racquets*
- *Up to Six Desk Attendants*
- *<u>At least</u> five additional instructors*
- *<u>At least</u> Three dedicated maintenance staff*
- *One full-time tournament and events coordinator (NEW)*

# *OPERATING MODEL COMPARISON*
## *Services & Standards*

USTA FLORIDA

USTA FLORIDA SOUTHERN RECREATION CENTER OPERATING MODEL COMPARISON

| CATEGORY | CITY + CONTRACTORS OPERATIONS | USTA FLORIDA OPERATIONS | COMMENTS |
|---|---|---|---|
| **Food Service Vendor** | Yes – Contract | No | Contract for these services is not in our scope of service. |
| **Exercise/Community Classes** | Yes (delivery model unclear) | No | USTA Florida has not been asked by the city to assess or perform these services. |
| **Tennis & Pickleball** | Hybrid – Outsourced Instruction/Some Programs | Yes | Full Schedule of Programs and All Levels of Instruction are Provided. |
| **Desk Attendants/Customer Service** | Yes | Yes | |
| **Regular Maintenance** | Landscaping, Annual Courts Maintenance, Electrical, Building, Plumbing, Etc. | Regular daily maintenance of Tennis and PB Courts | Annual clay court maintenance cost to be covered by the city. |
| **Stringing Services** | No – Contractor secured during special events. | Yes – On Site | USTA FL Instructors are trained to provide these services, and we purchase state-of-the-art stringing machines. |
| **Clothing and Pro Shop Services** | Yes – Some items | Yes – Full Service | We can offer a wide range of items, based on community demand. |
| **Tournaments & Events** | No -- Outsourced | Yes – Full Service | USTA Florida is capable of hosting all levels of tournaments. |
| **Marketing – Independent Facility Web Site, Social Media, PR, Etc.** | No | Yes – Full Service | Each of our facilities has its own web and social media presence and is fully supported by a professional marketing team. |
| **Court Reservation and Point of Sale System** | Yes – For some tennis activities and shop sales (handled by the city directly) | Yes for all activities and transactions related to tennis, pickleball, pro shop, etc. | We pay for and implement a best-in-class system for all activities covered in our operations. |
| **Monthly Court Occupancy and Program Reporting** | Contractors are not required to provide participant information. | Yes | All transactions and program participants are tracked in our system and reports are provided to the city. |
| **Monthly Financial Reports for all Transactions and Third-Party Audit** | Contractors are not required to provide regular financial reports and not all transactions are captured in POS. | Yes | Financial Reports are provided to the city quarterly and we undergo an annual audit. |
| **Instructor Employment Verification, Background Check, Safe Play Compliance, Fingerprinting, Drug Screen** | Contractors meet some of these, but not all. | Yes | All USTA FL instructors and staff are employees of USTA FL and must pass all steps in order to be hired. |
| **Liability & Worker's Comp Insurance** | Yes | Yes | |



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# *OPERATING MODEL COMPARISON*
## *Financial*

Based on the Fiscal Year 2025-2026 Expenditures (proposed) the city could eliminate more than $400,000 in personnel services (salaries, wages, overtime and benefits) by engaging in a contract for service with USTA Florida.

The city could also save on additional operating expenditures, as USTA Florida would absorb cost of equipment and supplies related to the tennis and pickleball operations, all staff travel and training for our team, and support for our computers and phones used for our operations.

From a revenue perspective, the city would keep revenue from the community activities, event space rentals and food service contract.

Unlike city revenue, which goes to the general fund, any net profit that USTA Florida records from this facility would be allocated to future capital investments at this facility.

USTA Florida made a $695,000 capital investment in this facility – more than the total projected revenue for SRC to record in the 2024-2025 fiscal year. Current contractor court rental payments are negligible.

USTA FLORIDA



PALM COAST

# *PROPOSED CONTRACT FOR FACILITY MANAGEMENT SERVICES*

USTA FLORIDA

## TERM OF SERVICE

Initial term: January 1, 2026 through December 31, 2031.
Extension: Once, for an additional 3 years.

## USTA FL SCOPE OF WORK

All staff, equipment and resources needed to deliver programs, events, instruction and services outlined in our assessment.

## CITY SCOPE OF WORK

- Food vendor service (through existing contract).
- Trash removal and facility cleaning service.
- Coordinating and scheduling activities in the building event spaces.
- Plumbing, water/sewer and HVAC systems in operating condition.
- Mowing/landscaping.
- Maintain all benches, furniture and other fixtures.
- Repair or replace the lights and fencing, as needed.
- Conduct all building maintenance and repairs within 10 days of notice.
- Provide clay court material and labor for annual maintenance.
- Additional assistance when requested in the event of any storm preparation (e.g. Hurricane warnings) and support clean-up in the event there is damage to the property.



Palm Coast

# *PROPOSED CONTRACT*
## *Next Steps*

USTA FLORIDA

1. INDICATE WHETHER THE CITY WISHES TO PURSUE A FORMAL MANAGEMENT SERVICES AGREEMENT WITH USTA FL AND WHO IS AUTHORIZED TO SIGN SUCH AN AGREEMENT.

2. REVIEW THE ASSESSMENT AND CONTRACT WE HAVE PRESENTED TODAY AND ASK QUESTIONS.

3. REACH OUT TO OUR TEAM TO SCHEDULE A MEETING BY SEPTEMBER 30TH TO REVIEW AND FINALIZE THE TERMS OF THE AGREEMENT.



PALM COAST

*Southern Recreation Center*
*Assessment & Management Services Proposal*
*Presented to the Palm Coast City Comission*
*August 26, 2025*

USTA FLORIDA

*LAURA BOWEN,*
*EXECUTIVE DIRECTOR*
*bowen@ustaflorida.com*

May 30, 2025

City of Palm Coast Mayor, Mike Norris
City of Palm Coast Council Members
Lauren Johnston, Interim City Manager
160 Lake Avenue
Palm Coast, FL 32164
**Sent Via Email**

Dear Mayor Norris, Council Members and Ms. Johnston:

On behalf of USTA Florida, we are pleased to provide you with our full assessment report, covering the tennis and pickleball operations at the Southern Recreation Center. This report fulfills our promise to deliver to the city a proposal for how USTA Florida could partner with you to deliver program and management services at the facility to better serve the Palm Coast Community. This follows our $700,000 investment in the expansion of tennis courts at the facility, which was completed in 2024.

The attached report was developed following significant community outreach, which we conducted in person at our March 1st event. It includes findings from our public survey that remained open for more than two months following the event. Our assessment team is comprised of five exceptional public tennis center operators, who are regarded are experts in this field. They reviewed community input, existing operations and financial reports that were available to us at the time of assessment. The report covers the following areas of operational interest:

- Community Input and Feedback
- Programs and Services
- Pricing & Membership
- Special Events & Economic Impact
- Staffing Observations/Plans
- Financial Modeling
- Partnership Recommendation

USTA Florida is eager to review this report and its recommendations with you as soon as possible. We will be making it available to the public to ensure the citizens of Palm Coast have the opportunity to see how we have incorporated their input and addressed their concerns raised at previous council meetings.

On a related note, it has come to our attention that the city may be in talks with another party to manage at least some programs and play at this facility. Given the time, money and good faith, our team has put into delivering this work to you, we would encourage the city to review this information and invite us to discuss it openly at a council meeting next month, prior to engaging other providers in formal contracts.

If you have any questions after reviewing the report, please do not hesitate to contact us directly.

Sincerely,

Chuck Gill
USTA Florida Board President
Gill@ustaflorida.com

Laura Bowen
Executive Director
Bowen@ustaflorida.com

Cc: John Sanders, USTA Florida Director of Tennis Operations

## USTA FLORIDA SOUTHERN RECREATION CENTER OPERATING MODEL COMPARISON

| CATEGORY | CITY + CONTRACTORS OPERATIONS | USTA FLORIDA OPERATIONS | COMMENTS |
|---|---|---|---|
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| **Tennis & Pickleball** | Hybrid – Outsourced Instruction/Some Programs | Yes | Full Schedule of Programs and All Levels of Instruction are Provided. |
| **Desk Attendants/Customer Service** | Yes | Yes | |
| **Regular Maintenance** | Landscaping, Annual Courts Maintenance, Electrical, Building, Plumbing, Etc. | Regular daily maintenance of Tennis and PB Courts | Annual clay court maintenance cost to be covered by the city. |
| **Stringing Services** | No – Contractor secured during special events. | Yes – On Site | USTA FL Instructors are trained to provide these services, and we purchase state-of-the-art stringing machines. |
| **Clothing and Pro Shop Services** | Yes – Some items | Yes – Full Service | We can offer a wide range of items, based on community demand. |
| **Tournaments & Events** | No -- Outsourced | Yes – Full Service | USTA Florida is capable of hosting all levels of tournaments. |
| **Marketing – Independent Facility Web Site, Social Media, PR, Etc.** | No | Yes – Full Service | Each of our facilities has its own web and social media presence and is fully supported by a professional marketing team. |
| **Court Reservation and Point of Sale System** | Yes – For some tennis activities and shop sales (handled by the city directly) | Yes for all activities and transactions related to tennis, pickleball, pro shop, etc. | We pay for and implement a best-in-class system for all activities covered in our operations. |
| **Monthly Court Occupancy and Program Reporting** | Contractors are not required to provide participant information. | Yes | All transactions and program participants are tracked in our system and reports are provided to the city. |
| **Monthly Financial Reports for all Transactions and Third-Party Audit** | Contractors are not required to provide regular financial reports and not all transactions are captured in POS. | Yes | Financial Reports are provided to the city quarterly and we undergo an annual audit. |
| **Instructor Employment Verification, Background Check, Safe Play Compliance, Fingerprinting, Drug Screen** | Contractors meet some of these, but not all. | Yes | All USTA FL instructors and staff are employees of USTA FL and must pass all steps in order to be hired. |
| **Liability & Worker's Comp Insurance** | Yes | Yes | |

# CITY OF PALM COAST
# MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
# CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made upon the signing of all parties by and between the City of Palm Coast, Florida, hereinafter referred to as the City, and United States Tennis Association-Florida Section, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as the Contractor, whose address is 12005 Performance Drive, Orlando, Florida 32827. In consideration of the mutual promises contained herein, the City and the Contractor agree that the Contractor has the exclusive right to provide management and operation of tennis and pickleball services at the Southern Recreation Center as described in **Exhibit A, Scope of Work,** attached hereto and by reference, made part of this Contract.

## ARTICLE 1-TERM OF CONTRACT

The Contractor shall begin services under this Contract on January 1, 2026 and this Contract shall continue until December 31, 2031 unless either party chooses to exercise its rights under **Article 29, Termination.**

Assuming the Contractor is in full compliance with the terms of this Contract, and written notice is given to the City no less than ninety (90) days in advance of the end of the then current term, the Contractor may extend the term of this Contract for one (1) additional term, comprised of three (3) consecutive years upon the same terms and conditions.

## ARTICLE 2 - CONTRACT ADMINISTRATION

Administration of this Contract shall be under the general direction of the City of Palm Coast City Manager, or designee, who shall act as the City's Contract Administrator during the performance of this Contract. The Contract Administrator for the Contractor is Ms. Laura Bowen, or designee, who will also serve as the day-to-day contact person, unless otherwise designated. Each party to this Contract agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of the Contract.

## ARTICLE 3 - SCOPE OF WORK

The Contractor shall do, perform, deliver and carry out, in a professional manner, the type of projects and services as set forth in **Exhibit A, Scope of Work**.

## ARTICLE 4 - PAYMENTS

The Contractor previously has provided the city with a $700,000 capital investment and, therefore, no fee shall be paid to the city during the term of the contract.

## ARTICLE 5 - ASSISTANCE TO CONTRACTOR

The City shall provide assistance to the Contractor as set forth in **Exhibit C, City Assistance** attached hereto, and, by reference, made part of the contract.

## ARTICLE 6 - AVAILABILITY OF FUNDS

The obligations of the City under this Contract are subject to the availability of funds lawfully appropriated for its purposes by the City Commission of Palm Coast. The City agrees to meet with Contractor annually to discuss any future Capital Improvement Plans for the Southern Recreation Center.

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## ARTICLE 7 - INSURANCE, PERMITS & LICENSES

In the performance of work and services under this Agreement, Contractor agrees to comply with all Federal, State and Local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement that are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

The following are required types and minimum limits of insurance coverage that the Contractor agrees to maintain during the term of this Contract:

| COVERAGE | MINIMUM LIMITS |
|---|---|
| Professional Liability | $1,000,000 |
| General Liability | $2,000,000 |
| Worker's Compensation | Statutory |

The Contractor's insurance policy must be endorsed to add the City of Palm Coast—Southern Recreation as an Additional Insured. The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the City by certified mail.

Statutory coverage for Worker's Compensation Insurance means covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any compensable injury pursuant to Chapter 440, sustained by such employees arising out of and in the course of their employment.

Contractor shall maintain in full force and effect during the life of the Contract, Worker's Compensation insurance covering all employees in performance of work under the Contract. Contractor shall make this same requirement of any of its subcontractors. Contractor shall indemnify and save the City harmless for any damage resulting to them for failure of either Contractor or any subcontractor to take out or maintain such insurance.

Contractor will provide copies of any required occupational license(s) to the City Manager. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement.

**ARTICLE 8 - INDEMNIFICATION**

For other additional consideration, the receipt and sufficiency of which is hereby acknowledged, the Contractor hereby contracts and agrees to indemnify and save harmless and defend the City, its agents, servants and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the Contractor, its agents, servants, representatives, or employees in the performance of this Contract.

The Contractor further agrees to indemnify, hold harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any negligent conduct or willful misconduct of the Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be vicariously liable.

**ARTICLE 9 - SAFETY**

Precautions shall be exercised at all times for the protection of all persons and property. The safety provisions of all applicable laws, regulations and codes shall be observed. Hazards arising from the use of vehicles, machinery and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety. The Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act (OSHA), and any other pertinent Federal, State or Local Statutes, rules or regulations. The Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

**ARTICLE 10 - NONDISCRIMINATION**

The Contractor warrants and represents that it complies with all Federal and State requirements concerning fair employment and will not discriminate by reason of race, color, religion, sex, age, national origin, or physical handicap.

**ARTICLE 11 - DRUG FREE WORKPLACE**

In accordance with Florida Statutes, §287.087, the Contractor warrants that it is a drug-free workplace.

**ARTICLE 12 - PUBLIC ENTITY CRIME INFORMATION STATEMENT**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 ($15,000.00), for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**ARTICLE 13 - EXCUSABLE DELAYS**

The Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the Contractor's control and without its fault or negligence. Such causes may include, but are not limited to: Acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the Contractor's subcontractor(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the Contractor and its subcontractor(s) and is without fault or negligence of either of them, the Contractor shall not be deemed to be in default.

**ARTICLE 14 - ARREARS**

The Contractor shall not pledge the City's credit or make it guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Contractor further warrants and represents that it has no obligation for indebtedness that would impair its ability to fulfill the terms of this Contract.

**ARTICLE 15 - WARRANTY**

The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

**ARTICLE 16 - INDEPENDENT CONTRACTOR**

The Contractor agrees that it is an Independent Contractor with respect to the services provided pursuant to this Contract, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work; the City's interest is in the results obtained. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties. However, the Contractor's ultimate work performance shall meet the approval of the City.

**ARTICLE 17 - ASSIGNMENT**

This Contract may not be assigned without the prior written consent of the City. Any attempt to assign this Contract without prior written consent of the City shall render the Contract null and void with respect to the attempted assignee.

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**ARTICLE 18 - SUBCONTRACTORS**

No part of this Contract shall be sublet without the prior express written approval of the City. If the Contractor shall sublet any portion of this Contract, the Contractor shall be as fully responsible to the City for acts and omissions of a subcontractor, and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for its own acts and omissions and the acts and omissions of persons employed directly or indirectly by the Contractor. The subcontractor is subject to the same contractual provisions as is the Contractor under this Contract, including but not limited to insurance requirements, records maintenance and audit requirements.

**ARTICLE 19 - SEVERABILITY**

No inspection by the City, nor any payment for or acceptance of the whole or part of the items in this Contract, nor any extension of time, nor any possession taken by the City of the product or services hereunder shall operate as a waiver of (1) any provision of this Contract, (2) the right to have it fully performed, (3) any power herein reserved to the City, or (4) any right to damages under this Contract. No waiver of any breach of this Contract shall be held to be a waiver of any other breach.

**ARTICLE 20 - CONTINGENT FEES**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee or firm working solely for the Contractor, to solicit or secure this Contract. The Contractor warrants that it has not paid or agreed to pay any person, company, corporation, individual or firm, other those working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

**ARTICLE 21 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The City and the Contractor agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein.

**ARTICLE 22 - AMENDMENTS AND MODIFICATIONS**

Any cardinal change in the terms and conditions set forth in this Contract must be mutually agreed to by both the City and the Contractor, and may be implemented only after this agreement has been amended in writing and approved by the designated parties named herein.

**ARTICLE 23 - EXCLUSIVITY**

This is an exclusive Contract. The City may not contract with other entities for work similar to that to be performed by the Contractor hereunder.

**ARTICLE 24 - SOCIAL MEDIA**

City shall authorize Contractor, during the term(s) of this Contract, to use exclusively any domain names, social media, or web pages related to Southern Recreation Center. If city employees or contractors have access to existing social media or web sites related to the tennis or pickleball activities at the center, they must turn over administrative access to those accounts 60 days prior to the start of this contract. The Contractor may request use of the City's website for promotion of events.

**ARTICLE 25 - ACCESS AND AUDITS**

City shall have the right to audit the books, records and accounts of Contractor that are related to this Agreement. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

Contractor shall preserve and make available, at reasonable times for examination and audit by city, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three years after termination of this Agreement. Such retention of such records and documents shall be at Contractor's expense.

If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by City to be applicable to Contractor's records, Contractor shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by Contractor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

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**ARTICLE 26 - NOTICE**

Any notices, consent, approval or communication given pursuant to the provisions of this Agreement shall (except where otherwise permitted by this Agreement) be in writing and shall be (a) delivered by hand or (b) mailed by certified mail or registered mail, return receipt requested, postage prepaid, or (c) delivered by a nationally recognized overnight courier, U.S. Post Office Express Mail, or similar overnight courier which delivers only upon signed receipt of the addressee, and addressed as described below. The time of the giving of any notice shall be the time of receipt thereof by the addressee or any other agent of the addressee, except in the event the addressee or such agent of the addressee shall refuse to receive any notice given as above provided or there shall be no person available at the time of delivery thereof to receive such notice, the time of the giving of such notice shall be the time of such refusal or the time of such delivery, as the case may be. Such notices shall be given to the parties thereto at the following addresses:

**Original**
[city contact]

**Copy**
[city contact]

In addition, if sent to the Contractor, shall be mailed to:

**Original**
Executive Director
USTA Florida Section, Inc.
12005 Performance Drive
Orlando, Florida 32827

**Copy**
Director of Tennis Management
USTA Florida Section, Inc.
12005 Performance Drive
Orlando, Florida 32827

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## ARTICLE 27 - TERMINATION

By either party for cause based upon a breach by the other of any material obligation under this Agreement if such breach remains uncured for a period of thirty (30) days following delivery of written notice to the breaching party of the breach by the non-breaching party, (or, if such breach cannot be cured within such thirty day period, the breaching party does not continue in good faith to effect such cure, provided that such cure must be effected in any event within ninety (90) days following receipt by the breaching party of such notice of breach.

The following shall be deemed as material obligations:

- Misconduct or negligence on the part of the Contractor;
- Substantial failure by the Contractor to perform in accordance with the terms of this Contract through no fault of the City.
- Substantial failure includes but is not limited to, malfeasance; and complete failure to provide all services in the Scope of Work for a period of more than 45 days.
- Failure by the City to perform in accordance with the terms of this Contract.

## ARTICLE 28 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedygiven hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shallpreclude any other or further exercise thereof.

## ARTICLE 29 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

## ARTICLE 30 - PUBLIC RECORDS

Pursuant to Florida Statutes, Section 119.0701, Contractor agrees to:

1. Keep and maintain public records required by the City to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under City's procedures or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

## ARTICLE 31 - SALES TAX

The City is exempt from sales tax. The Contractor, as required by the laws and statutes of the state and its political subdivisions shall pay all state and local sales and use taxes, unless exempt. The Contractor shall provide City with its Certificate of Exemption. The Contractor may not use the City's tax exemption in any of its activities.

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**SIGNATURE PAGE**

## Exhibit A
## Contractor
## Scope of Work
## Page 1

During the term of this contract, Contractor shall:

1. Manage, operate and provide certain services at the Southern Recreation Center, which shall be, at least, similar in quantity and quality to services found at other municipal tennis and pickleball facilities, of similar type in Florida. Specifically:

    - Provide regular, youth and adult coordinated tennis and pickleball programs and play that meet the needs of the broader community.
    - Provide court time for designated school tennis teams for both practice and match play with other schools, at no charge.
    - Provide tournaments, special events and other play opportunities that are suitable for a facility of this size and drive local economic impact.
    - Provide summer camps, adaptive, wheelchair and community programs throughout the year that ensure people of all abilities can play.
    - Provide additional programs and play opportunity on weekends that attract new players and participants to the tennis center and create a welcoming and vibrant tennis culture.

2. Require that each racquet sports professional employed by Contractor shall maintain a membership in good standing with the United States Tennis Association, Racquet Sports Professionals Association (RSPA) or Professional Tennis Registry (PTR). Contractor assures that the behavior of all employees of the Contractor are professional and courteous to the public and in accordance with the standards established by the USTA Florida Section, Inc., as applicable.

3. Cooperate with required City staff involved in the provision of recreational services to the public. Said cooperation may include, but not be limited to, coordinating a master calendar of tournaments, parking arrangements, promotional activities to include Special Events.

4. Assist City staff in the preparation and submission of applicable grant applications for the purpose of securing funds to enhance the tennis facilities and/or promote the game of tennis. In the event a grant is awarded, Contractor will assist in grant administration and compliance activities.

5. Promote the games of tennis and pickleball through supporting local leagues, additional tournaments, outings, clinics and private lessons and other programs deemed by the Contractor to be in the best interest of the facility's growth, as well as its own interests. It is recommended, but not required, that an emphasis be placed on community and beginner programs.

## Exhibit A
## Contractor
## Scope of Work
## Page 2

6. Maintain facility in a state of quality, which includes keeping courts clean, free of debris and trash.
7. Provide an experienced director of racquets who can deliver management, operational and oversight services, including management of all staff, programs and services. Contractor will provide written notice to the City's Contract Administrator whenever an absence in this position occurs. It is requested, but not required, that this notice be in advance of the absence. The intent of this section is to provide accountability for absences of 10 or more consecutive days. Article 20 does not apply to the circumstances above.
8. Manage all components of a typical tennis and pickleball “Pro Shop” selling equipment (balls, racquets, paddles, string, etc.) related to the games of tennis and pickleball, as deemed appropriate and requested by players. Florida Sales Taxes and Florida Tangible Taxes attributable to these operations are for the Contractor's account as well as any associated administrative costs, reporting requirements and duties related to them.
9. Pay for all supplies and direct expenses related to providing services outlined in this agreement and will replace nets and score tenders on an as-needed basis. Contractor will also cover phone service and IT support for its staff and provide a point-of-sale system to handle all court reservations, program/lesson bookings and related sales.
10. Keep on public display the following:
    - The rates charged for court fees, memberships, programs and lessons.
    - The normal hours of operation for the facility and the holidays/dates the facility is closed.
    - Contact information for the facility.
    - Contact information for the person at the city responsible for recreational services not under the scope of this contract.
11. Provide quarterly financial and participation reports to the city. Provide annually (by November 15 of the contract year) a revenue summary (by revenue type) for the previous fiscal year. The initial summary is due November 15, 2026 for the period January 1, 2026 through September 30, 2026.

# CITY OF PALM COAST
# MANAGEMENT & OPERATION OF SOUTHERN RECREATION CENTER
# CONTRACT FOR PROFESSIONAL SERVICES

## Exhibit B
## Payment
## Schedule

In recognition of the initial capital investment of $695,000 made by USTA Florida, no contract fee shall be collected by the City for the duration of this agreement.

The City shall pay contractor prorated membership revenue as of the date of the commencement of the Initial Term.

All revenues generated and collected through activities specified in this agreement, during the term of this contract shall go to USTA Florida.

# Exhibit C
# City Support
# and Assistance

The City shall:

Provide full access and ability to use the Southern Recreation Center, which shall include the 15 har-tru courts, 12 pickleball courts, and appropriate office space for USTA Florida staff to operate.

Provide, pay for and maintain all utility service, including internet, water, sewer and electricity.

Maintain, provide and pay for all of the following:

- Food vendor service (through existing contract).
- Trash removal and facility cleaning service.
- Coordinating and scheduling activities in the building event spaces.
- Plumbing, water/sewer and HVAC systems in operating condition.
- Mowing/landscaping.
- Maintain all benches, furniture and other fixtures.
- Repair or replace the lights and fencing, as needed.
- Conduct all building maintenance and repairs within 10 days of notice.
- Provide clay court material and labor for annual upkeep.
- Additional assistance to Contractor when requested in the event of any storm preparation (e.g. Hurricane warnings) and support clean-up in the event there is damage to the property.

The City shall establish through its property tagging or inventory program and office or facility equipment which is owned by the City. City is solely responsible for securing and managing its property at the facility.

The City shall not enter any separate agreement to host an event that requires the use of the tennis or pickleball courts, without the prior written agreement of USTA Florida signed by the authorized agent noted on this contract.

# City of Palm Coast, Florida
# Agenda Item

**Agenda Date:** September 9, 2025

| | |
|---|---|
| **Department** PARKS & RECREATION<br>**Division** | **Amount**<br>**Account #** |

**Subject:** PRESENTATION - ADMINISTRATION OF THE CULTURAL ART GRANT PROGRAM AGREEMENT WITH FLAGLER COUNTY CULTURAL COUNCIL

**Presenter: James Hirst, Director of Parks & Recreation**

**Attachments:**
1. Presentation
2. Agreement

**Background:**

At the August 19, 2025, City Council Business Meeting, City Council requested that Staff provide a presentation on the agreement with the Flagler County Cultural Council (FC3) for the Administration of the Cultural Art Grant Program. The presentation will include the current terms of the agreement for City Council's consideration and direction.

**Recommended Action:**
**FOR PRESENTATION**

# Flagler County Cultural Council Administration of the Cultural Art Grant Program

# Agenda

- Agreement Term
- Administration of the Cultural Art Grant
- Scope of Services – FC3
- Scope of Services – City
- Financial Responsibilities & Records

# Agreement Term

- Approved October 1, 2024 – valid through September 30, 2025.
- Option to renew for two additional one-year terms with sixty (60) days’ notice.
- Either party may terminate without cause with ninety (90) days’ written notice.

# Administration of the Cultural Art Grant

- City Council shall have the ultimate discretion to determine proposals shall be awarded, the amount of each grant award, modify recommendations, and reserves the right not to award any grant funding.
- City retains complete control and final decision-making authority over all financial aspects of the grant program.
- FC3 and the City meet once a quarter.
- FC3 shall not award grant funds to itself, nor shall it award any grant funds to the current individuals and/or organizations of the established panel.
- FC3 shall not utilize Grant funding to re-grant or underwrite other FC3 programs
- City has the right to refuse any grant award for any reason

# Scope of Services – FC3

**FC3, the official Arts Council for Flagler County, is dedicated to enriching the lives of its residents and visitors. The mission of FC3 is to seek and provide resources that promote and support arts, culture and history in the community. In line with this mission, FC3 will oversee the Cultural Arts Grant program and ensure its success by providing the following services and deliverables**

- FC3 shall develop and maintain the Cultural Art Grant proposal application
- FC3 will establish an impartial panel of subject matter experts who are tasked with accepting, reviewing, and scoring applications
- FC3, in collaboration with City, will organize a public meeting before they City's governing board
- FC3 will prepare a comprehensive presentation for the City council that summarizes the grant process

# Scope of Services – City

- City will follow its financial policies and monitor its budget calendar to ensure that grant funds are secured in a timely manner
- City shall develop and maintain the Cultural Art Grant Agreements with approved Grantees.
- City representative shall coordinate meetings with FC3 once per quarter
- City shall create the purchase orders and receive, review, and process the invoices for the organizations awarded grant funding

# Financial Responsibilities & Records

- City shall create the Cultural Art Grant Agreements and the purchase orders and shall process the payment of invoices to the organization
- FC3 shall provide the City with the most current documentation that is required for these processes each fiscal year
- Upon written request form the City's Manager or Designee to reasonably inspect any book, documents, papers, and records that pertain to FC3's management of the Cultural Art Grant for the purpose of the City performing an audit examination, or other review of the program

# Next Steps

- Approval at the October 7th business meeting

# AGREEMENT FOR ADMINISTRATION OF CULTURAL ART GRANT PROGRAM

**THIS AGREEMENT FOR ADMINISTRATION OF CULTURAL ART GRANT PROGRAM ("Agreement")** is made and entered into this ____ day of _____, 2025~~4~~, ("Effective Date") by and between the CITY OF PALM COAST, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, ("CITY"), and the Flagler County Cultural Council, Inc., a Florida Not for Profit Corporation, whose address is, 120 Airport Rd, STE 3, Palm Coast, FL, 32164, ("FC3").

***WITNESSETH:***

**WHEREAS,** CITY desires to provide a wide array of benefits to the citizens of CITY in order to enhance the ~~the~~ high quality of life that its residents enjoy and improve the CITY's image as an innovative and historical, ~~artistic~~ artistic, and cultural center; and

**WHEREAS,** FC3 is a Florida not-for-profit corporation designated by the Flagler County Board of County Commissioners as the countywide Arts Council (a.k.a. Local Arts Agency) for Flagler County pursuant to Section 265.32, Florida Statutes; and

**WHEREAS,** it is of great value to have a Local Arts Agency that is designated to serve as an umbrella organization to foster arts, history, and culture in Flagler County, which will in turn support CITY's goals of growing as an historical, artistic, and cultural hub in the region; and

**WHEREAS,** FC3 desires to collaborate with CITY to support history, arts, and culture organizations in Flagler County that host programs and/or events for the citizens of CITY related to history, arts, and culture; and

**WHEREAS,** the CITY currently runs a Cultural Arts Grant Program ("Grant") whereby the City awards and distributes Grant funding to history, arts, and culture organizations in the CITY; and

**WHEREAS,** the CITY desires to contract and coordinate with FC3 so that FC3 may assume the responsibility of reviewing Grant proposals and awarding Grant funds so that the CITY itself may focus on other priorities while also supporting and fostering the development of arts, history, and cultural activities in the City; and~~,~~

**WHEREAS,** FC3 has the expertise necessary to administer the Grant program, to review Grant proposals, and to award Grant funding; and

**WHEREAS,** FC3 will oversee the Grant process by creating the Grant proposal application, establishing a proposal review panel, hosting a public meeting to discuss proposals and make a recommendation to the City Council regarding the award of Grant funding, and presenting the award recommendation to CITY's Council; and

**WHEREAS,** CITY has concluded that the investment of public funds for Cultural Art Grant Program(s) and FC3's administration thereof is in the best interest of the health, safety, and welfare of the citizens of the City of Palm Coast;

**NOW, THEREFORE,** in consideration of the mutual understandings and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, CITY and FC3, agree as follows:

1. **TERM.** This Agreement will take effect on the Effective Date, as so above inscribed, and the initial term of this Agreement shall run through September 30, 2026. This Agreement may be renewed by the City with sixty (60) days written notice for two additional one-year terms, subject to the express terms herein, upon the approval of City Council's fiscal budget and dependent upon City Council appropriation of funding of its contribution. Nothing herein may be construed to be or constitute a binding obligation on the City to extend this Agreement. This Agreement may be terminated without cause by either party with ninety (90) days' advance written notice provide by the terminating party to all other parties.

**2. ADMINISTRATION OF THE CULTURAL ART GRANT**.

**A.** The CITY and FC3 hereby agree to coordinate and execute the Cultural Art Grant program to award grant funds to Flagler County Non-Profits who host Cultural Art programs and/or events within CITY limits.

**B.** The City Council shall have the ultimate discretion to determine which, if any, proposals shall be awarded a Cultural Arts Grant. The City Council shall have ultimate decision-making authority to determine the amount of each Grant award and to modify the recommendations made by FC3 as the Council sees fit. The Council reserves the right not to award any Grant funding. Grant funding is contingent upon the annual appropriations of the City Council.

**C.** The City retains complete control and final decision-making authority over all financial aspects of the Grant program. The City reserves the right to audit FC3, as related to its administration of the Grant program, at any time.

**D.** CITY and FC3 agree to meet a minimum of once per quarter to discuss the scheduling of public meetings and "The Stage at Town Center," review financial policies, review the administration of the Grant program, and collaborate on the annual presentation of the Cultural Art Grant Program to the City Council for their approval at a public meeting.

**E.** FC3 shall not award grant funds to itself, nor shall it award any grant funds to the current individuals and/or organizations of the established panel, referenced in Section 3 (A)(ii) of this agreement, who will be approving/denying the applications for that current fiscal year.

**F.** FC3 shall not utilize Grant funding to re-grant or underwrite other FC3 programs. Grant funds from the CITY's Grant shall not be awarded to FC3 after the Effective Date of this Agreement. Grant funds which have already been awarded to FC3 shall not be affected by this Agreement.

**G.** CITY has the right to refuse any Grant award for any reason.

**3. SCOPE OF FC3's SERVICES & DELIVERABLES**

**A.** FC3, the official Arts Council (a.k.a. Local Arts Agency) for Flagler County, is dedicated to enriching the lives of its residents and visitors. The mission of FC3 is to seek and provide resources that promote and support arts and culture in the community. In line with this mission, FC3 will oversee the Cultural Arts Grant program and ensure its success by providing the following services and deliverables:

**i. Application and Criteria**
FC3 shall develop and maintain the Cultural Art Grant proposal application, including defining the criteria for eligibility and evaluation.

**ii. Review of Applications**
FC3 will establish an impartial panel of subject matter experts who are tasked with accepting, reviewing, and scoring the applications. The panel will review each application to determine its eligibility for the Cultural Art Grant.

**iii. Public Meeting**
FC3, in collaboration with CITY, will organize a public meeting before the CITY's governing body, the City Council of the City of Palm Coast. The panel of subject matter experts shall attend such meeting or meetings before the City Council. At the meeting, FC3 will make a recommendation to Council regarding which applications should be awarded Grant funding. Council shall have the ultimate authority to approve or deny the applications for Grant funding.

**iv. Reporting**

FC3 will prepare a comprehensive presentation for the City Council that summarizes the Grant process and the recommendation for distribution of funds for the current fiscal year's Grant applicants. Additionally, the presentation will showcase some of the events/programs that have been awarded Grants in previous fiscal years and shall describe how the events/programs have impacted the community. FC3 shall present this presentation to the City Council, in conjunction with CITY representatives, at the public meeting where FC3 is seeking Council's approval to fund its recommendations.

## 4. SCOPE OF CITY's SERVICES & DELIVERABLES

**A.** CITY, a Florida municipal corporation, is dedicated to prioritizing the needs of its citizens and delivering exceptional service. The CITY's goal with the Cultural Art Grant program is to support local organizations that cultivate creativity, economic vitality, and cultural experiences for the residents of Palm Coast. To ensure its success, CITY will provide the following services and deliverables:

**i. Funding**
CITY will follow its financial policies and monitor its budget calendar to ensure that Grant funds are secured in a timely manner. Funding for the Cultural Art Grant program is contingent upon and subject to the CITY's annual budget and appropriations.

**ii. Agreement**
CITY shall develop and maintain the Cultural Art Grant Agreements with approved Grantees. CITY staff will collaborate with FC3 to ensure that the Grant Agreements conform with the proposals outlined in Grant applications and with CITY policies and procedures.

**iii. Quarterly Meetings**
CITY representatives shall coordinate meetings with FC3 representatives no less than once per quarter to review the CITY's Cultural Art Grant program allocations and financial policies, establish dates for public meetings, coordinate usage of "the Stage of Town Center," and collaborate on the annual presentation to the City Council.

**iv. Purchase Orders & Reimbursement Requests**
Once FC3's panel has made their recommendation to the City Council and the proposed Grants have either been approved or denied, CITY shall create the purchase orders and receive, review, and process the invoices for the organizations awarded Grant funding for that current fiscal year. CITY representatives shall follow all CITY financial policies, which may include requesting additional documentation from FC3 or the awarded organizations.

## 5. FINANCIAL RESPONSIBILITIES & RECORDS

**A.** CITY shall create the Cultural Art Grant Agreements and the purchase orders and shall process the payment of invoices to the organizations that have been awarded Grant funding. FC3 shall provide the CITY with the most current documentation that is required for these processes each fiscal year, upon CITY's request. Documentation includes the Cultural Art Grant application and graded criteria.

**B.** FC3 shall promptly comply with any written request from the CITY's City Manager or Designee to reasonably inspect any books, documents, papers, and records that pertain to FC3'S management of the Cultural Art Grant for the purpose of the CITY performing an audit, examination, or other review of the program.

**C.** FC3 agrees that this Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. FC3 acknowledges its legal obligation to comply with §119.0701, Florida Statutes. FC3 shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by CITY in order to perform the Cultural Art Grant Program(s). FC3 shall provide public access to the public records on the same terms and conditions that CITY would provide the records and at a cost that does not exceed the cost allowed by

law. FC3 shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. FC3 shall comply with all requirements for retaining public records and shall transfer, at no cost to CITY, all public records in the possession of FC3 upon termination or expiration of this Agreement. FC3 shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to CITY in a format that is compatible with the information technology systems of CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to CITY. Further, FC3 shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from FC3's failure to comply with these requirements.

**D. IF FC3 HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FC3'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE AT 386-986-3713, CityClerk@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.**

**6. SITE SPECIFICS AND USE OF THE STAGE AT TOWN CENTER**

**A.** CITY hereby grants FC3 the non-exclusive right to use CITY facility "The Stage at Town Center" as seen in **Exhibit "B"** when the use thereof does not interfere or conflict with any CITY program/events or with the use of The Stage at Town Center by any other organization/entity/person which has received prior CITY approval to use the Stage. CITY use of the Stage shall take precedence to the use of the Stage by any other organization or entity. FC3 shall receive prior written approval from CITY prior to utilizing The Stage at Town Center.

**B.** The use of "The Stage of Town Center" shall be in accordance with all applicable rules, regulations, laws, and the policies and procedures of the CITY. The CITY reserves the right to disapprove of any and all activities held on CITY maintained property, including the Stage, which might be in conflict with respective administrative policies and procedures of the CITY, with any Local, State or Federal law, or with the interests and welfare of the residents of CITY.

**C.** FC3 agrees to use due care in its use of "The Stagte at Town Center" and agrees to be responsible for damages to the facility occurring during the periods the facility isare used by FC3 and arising out of the FC3's use of CITY's facility. Should repairs be necessary to correct damages to the facility, the parties shall consult to any repairs being made except in the case of an emergency where repairs can be made immediately by CITY.

**7. INSURANCE**. FC3 shall maintain insurance of the types and in the amounts required by the CITY, as described in **Exhibit "C**," which is attached hereto and incorporated herein by this reference._

**8. GOOD FAITH.** The CITY and FC3 intend and agree that their respective rights, duties, powers, liabilities, and obligations shall be performed, carried out, discharged, and exercised reasonably and in good faith.

**9. COMPLIANCE WITH LAWS.** It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws in the exercise of rights and duties under this Agreement.

**10. CITY PREMISES.** FC3 acknowledges that its employees and agents will behave in an appropriate manner while on City property and while on any residential or commercial private property relating to the performance of Services in accordance with this Agreement and shall, at all times, conduct themselves in a manner consistent with City policies and within the discretion of the City Project Manager or designee. Professional and personal conduct of FC3'S staff shall conform to City's personnel policies and procedures. It is a material breach of this

Agreement for any agent or employee of FC3 to behave in a manner which is inconsistent with appropriate conduct or decorum or to behave in any manner that will disrupt the functioning of the City or constitute any level of threat to the safety, health, and/or well-being of any citizen, invitee, licensee, agent, or employee of the City. FC3 agrees to immediately remove any agent or employee if directed to do so by the City Project Manager or designee. FC3 acknowledges that the City shall not be responsible for injury (including death) to FC3'S employees, agents, officers, or other personnel, nor shall the City be responsible for damage to FC3'S property, which occurs on the City's property, unless the injury is the result of the City's gross negligence or willful misconduct. At all times while on City's premises, FC3 shall comply with all rules and regulations of City.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

12. **ATTORNEYS FEES.** In the event of any action arising under this Agreement, whether or not a lawsuit or other proceeding is filed, each party shall bear its own costs and expenses of such action including, but not limited to, reasonable attorney's fees incurred in any way in connection with the matter, whether incurred before litigation, during litigation, during appeal, or in connection with enforcement of a judgment, including, but not limited to, attorneys' and experts' fees. This shall include fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs shall include costs that are taxable under any applicable statute, rule or guideline, as well as non-taxable costs, including but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

13. **CHOICE OF LAW/VENUE.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida.

14. **DEFAULT.** Failure of any party to fulfil the obligations set forth in Sections 3, 4, and/or 7 of this Agreement or in Exhibit C to this Agreement shall constitute default. Each of the parties hereto shall give the other party written notice of any default hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such default. In the event of default by FC3, CITY shall be entitled to any and all legal remedies available under Florida law.

15. **DISCLAIMER OF THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein, and no right or case of action shall accrue upon or by reason hereon, to or for the benefit of any third party not a formal party hereto.

16. **ENTIRE AGREEMENT.** This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document executed by all parties to this Agreement.

17. **FORCE MAJEURE**. Any delay or failure of either party in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God; fire; flood; windstorm; explosion; riot; war; sabotage; strike (except involving the Service Provider's labor force); extraordinary breakdown of or damage to City's affiliates' facilities; court injunction or order; federal and/or state law and/or regulation; or order by any other regulatory agency, provided that prompt notice of such delay is given by such party to the other and each of the parties hereto shall be diligent in attempting to remove such cause or causes. If any circumstance of Force Majeure remains in effect for sixty (60) days, either party may terminate this Agreement. Monetary damages will not be awarded in the event of Force Majeure.

18. **INDEMNIFICATION**. To the fullest extent permitted by law, FC3 shall indemnify, hold harmless and defend CITY, its agents, servants, and employees, or any of them, from and against all claims, damages, losses, and expenses including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigative, and legal support services, and the actual cost incurred for expert witness testimony, arising out of or resulting from the performance of this Agreement, provided that same is caused in whole or part by the error, omission,

negligent act, conduct, or misconduct of FC3, its agents, servants, employees, or subcontractors. In accordance with Section 725.06, Florida Statutes, adequate consideration has been provided to FC3 for this obligation, the receipt and sufficiency of which is hereby specifically acknowledged. Nothing herein shall be deemed to affect the rights, privileges, and immunities of CITY as set forth in Section 768.28, Florida Statutes. In claims against any person or entity indemnified under this section by an employee of FC3 or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for FC3 or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts. FC3 shall obtain and provide proof of insurance to secure its obligations set forth herein.

19. **INTERPRETATION**. The CITY and FC3 agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof, and both parties have contributed to the drafting of this Agreement.

20. **NONDISCRIMINATION**. FC3 agrees that it will not discriminate against any employee, or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. FC3, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued thereunder, and any and all requirements of State law related thereto.

21. **NOTICES**. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

**FOR CITY:**
The City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

**FOR FC3:**
The Chair of the Board
Flagler County Cultural Council
120 Airport Rd, STE 3
Palm Coast, Florida, 32164

22. **SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of the Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, the terms of this Agreement are declared severable.

23. **CITY LOGO.** Prior to utilizing the CITY's logo on any marketing, promotional, or other materials, FC3 shall receive written approval from the CITY to use the CITY's logo. FC3 shall seek the CITY's approval by submitting a REQUEST TO USE CITY LOGO FORM, which is attached hereto as **Exhibit "A,"** and incorporated herein by this reference.

*[This space left intentionally blank]*

**IN WITNESS WHEREOF,** the parties hereto have hereunder executed this Agreement on the date below written for execution by the CITY.

| **CITY OF PALM COAST** | **FLAGLER COUNTY CULTURAL COUNCIL, INC** |
|---|---|
| By: _____ | By: _____ |
| Print: Lauren Johnston | Print Name: _____ |
| Title: Assistant City Manager | Title: _____ |
| Date: _____ | Date: _____ |

ATTACHMENTS:
Exhibit A: Request to Use CITY Logo Form
Exhibit B: Stage at Town Center Site Map
Exhibit C: Insurance Requirements

# EXHIBIT A: REQUEST TO USE CITY LOGO FORM

## Acceptance of Terms & Conditions

The City of Palm Coast is pleased to offer you the opportunity to use the Logo in accordance with the terms and conditions of this agreement. The City of Palm Coast hereby grants you a limited, nonexclusive, nontransferable, royalty free license to use and display the Logo in accordance with the terms set forth herein solely for the Requested Use and for a term of two (2) years only, unless earlier terminated by the City of Palm Coast. You agree not to permit any other party to use or display the Logo. Nothing herein by implication or otherwise, will grant to you any rights other than as explicitly set forth herein. You understand and agree that any other use of the Logo whatsoever beyond the Requested Use is strictly prohibited which use constitutes a breach of this Agreement and grounds for termination of your rights.

**This license to use the Logo is subject to the following terms and conditions**:

1. You agree to use the Logo separately by itself, without any prefix, suffix or modifying words, terms, designs or symbols and agree not to alter the Logo in any manner.

2. You agree the logo shall not be used for political or commercial purposes.

3. You agree not to use any other trade mark, any trade name, product name or any other means of designation, commercial or business identification in association with the Logo so as to create a trademark merged with the Logo.

5. You agree not to use the Logo in any manner that may disparage the City of Palm Coast, its mayor, council members, employees, agents and others acting on its behalf (collectively, the "Related Parties"); that may be in violation of any of the proprietary rights of the City of Palm Coast or the Related parties; or that violates any applicable law, Ordinance, Land Development Code, or regulation.

6. You agree not to use the Logo in any manner that might imply sponsorship, endorsement or any association between you and the City of Palm Coast or the Related Parties. This includes campaign material.

7. You agree not to assist or allow any other person or legal entity to copy the Logo licensed to you or to use the Logo for any purpose whatsoever.

8. You agree at all times to defend, indemnify and hold harmless The City of Palm Coast, the Related Parties, and the successors and assigns of each of the foregoing (collectively, the "Indemnified Parties") from and against, and pay and reimburse the Indemnified Parties for, any liabilities, obligations, losses, damages, costs or expenses (including, but not limited to, interest penalties and reasonable legal fees) incurred in connection with any third party claims, arising out of, resulting from or relating to your use of the Logo, or any representation by you contained herein being untrue or any alleged act or omission by you, others who obtain the Logo licensed to you or copied from that Logo, or your agents in the performance of, or failure to perform, your obligations set forth in this Agreement.

9. You will ensure that your use of the Logo will not be in association with any libelous, defamatory, obscene or unlawful material, any material that might in any manner embarrass the City of Palm Coast or the Related Parties, or otherwise violate or infringe any right of any third party;

10. The City of Palm Coast shall have the right to terminate this agreement at any time on ten (10) day's notice to you whereupon you will immediately cease all use of the Logo and destroy all your copies of the Logo.

11. You agree that the Logo is provided to you on an "as is" basis without representation or warranty whatsoever whether express, implied or by operation of law. You agree to assume all of the risks associated with the Logo and your use thereof, and you further agree that neither the City of Palm Coast nor the Related Parties will be liable for any direct, indirect, incidental, consequential or special loss or damage suffered or incurred by you, even if the City of Palm Coast or any of the Related Parties has been apprised of the likelihood of such loss or damage occurring.

12. This Agreement shall be governed by and construed according to the laws of the State of Florida and the United States of America.

I agree to the above conditions.

| | |
|---|---|
| _____ | _____ |
| Authorized Signature | Company or Organizational Name |
| _____ | _____ |
| Date | Title |

# EXHIBIT B: THE STAGE AT TOWN CENTER



**EXHIBIT C**

## INSURANCE REQUIREMENTS

**1. GENERAL.**

**1.1.** Prior to performance under this Agreement, FC3 shall furnish CITY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required in Section 3 below. CITY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by FC3 and shall be maintained in force until the Agreement completion date. The insurance provided by FC3 shall apply on a primary basis and any other insurance or self-insurance maintained by CITY or CITY'S officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of FC3. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Certificate of Insurance shall provide that CITY shall be given not less than thirty (30) days written notice prior to the modification, cancellation or restriction of coverage.

**1.2.** Until such time as the insurance is no longer required to be maintained by FC3, FC3 shall provide CITY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided. In addition to providing the Certificate of Insurance, if required by CITY, FC3 shall, within thirty (30) days after receipt of the request, provide CITY with a certified copy of each of the policies of insurance providing the coverage required.

**1.3.** FC3 waives all rights against CITY for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.

**1.4.** Neither approval by CITY nor failure to disapprove the insurance furnished by a subcontractor or another FC3 shall relieve FC3 of FC3'S full responsibility for performance of any obligation including FC3 indemnification of CITY under this Agreement.

**1.5.** It shall also be the responsibility of FC3 to ensure that all of its subcontractors performing Services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

**1.6.** Compliance with the insurance requirements set forth herein shall not relieve FC3, its employees or agents of liability from any indemnification obligation under this Agreement.

**1.7.** Nothing herein shall be construed as a waiver of sovereign immunity by CITY beyond the limits set forth in Section 768.28, Florida Statutes.

**2. INSURANCE COMPANY REQUIREMENTS.**

**2.1.** FC3 shall obtain or possess and continuously maintain the coverage from a company or companies, with a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best CITY. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

**2.2.** If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, FC3 shall, as soon as FC3 has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as FC3 has replaced the unacceptable insurer with an insurer acceptable to CITY, FC3 shall be deemed to be in default of this Agreement.

**3. COVERAGE.** Without limiting any of the other obligations or liability of FC3, FC3 shall, at FC3'S sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. The amounts and types of insurance shall conform to the following minimum requirements:

**3.1. Workers' Compensation/Employer's Liability.**

**A. Workers Compensation Coverage** FC3'S insurance shall cover FC3 for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. FC3 will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both FC3 and its subcontractors is outlined in subsection (b) below. In addition to coverage from the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act and any other applicable Federal or State law.Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

**B. Employers Liability Coverage**

| | |
|---|---|
| $500,000.00 | (Each Accident) |
| $500,000.00 | (Disease-Each Employee) |
| $500,000.00 | (Disease-Policy Limit) |

**3.2. Commercial General Liability**.

Using the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability:

| | LIMITS |
|---|---|
| General Aggregate (per project) | $2,000,000.00 or 2x Per Occurrence (whichever is greater) |
| Personal & Advertising Injury Limit | $1,000,000.00 Each Occurrence |
| Limit | $1,000,000.00 |

The CGL limits may be satisfied by a combination of primary CGL and Umbrella/Excess coverage. When Umbrella/Excess is provided it shall follow form.

**3.3. Business Auto Policy.**

FC3'S insurance shall cover FC3 for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

The minimum limits to be maintained by FC3 (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, FC3 shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by FC3 shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

The minimum amount of coverage under the Business Auto Policy shall be:

| **LIMITS** | |
|---|---|
| Each Occurrence Bodily Injury and Liability Combined | $1,000,000.00 Property Damage |

**Professional Liability:** FC3 shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of $1,000,000 CSL or its equivalent, with a combined single limit of not less than $1,000,000, protecting FC3 against claims of the City for negligence, errors, mistakes, or omissions in the performance of Services to be performed and furnished by FC3.

# City of Palm Coast, Florida
# Agenda Item

**Agenda Date:** September 9, 2025

| | |
|---|---|
| **Department** CITY ATTORNEY<br>**Division** | **Amount**<br>**Account #** |

**Subject:** PRESENTATION - ORDINANCE 2025-XX AMENDING CHAPTER 42, CREATING SECTION 42-7 OF THE CODE OF ORDINANCES PROVIDING FOR THE USE AND OPERATION OF BICYCLES AND ELECTRIC POWERED CYCLES

**Presenter: Marcus Duffy, City Attorney**

**Attachments:**
1. Presentation
2. Ordinance

**Background:**

The City Council has expressed a desire to adopt an Ordinance regulating the operation of bicycles and electric bicycles. Attached to this item is a presentation and Ordinance for Council consideration.

**Recommended Action:**
**FOR PRESENTATION**

# City of Palm Coast

## Electrical Bicycles Ordinance
## “E-BIKES”

Presented by: Marcus Duffy, City Attorney

# Background

- Applicable Florida Statutes
- Definitions
- Proper usage and Prohibition
- Penalties

# Florida Statutes

- **Section 316.008 -** Permits local authorities to regulate and exercise police powers with respect to streets and highways within their jurisdictions.

- **Section 316.20655 -** Permits local governments to adopt an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, bike paths, under the local government's jurisdiction, and to establish minimum age requirements and require government-issued identification.

# Definitions

- **Bicycle -** A vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.

- **E-BIKE**- A bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts. This term includes devices defined as electric bicycles pursuant to §316.003(23), Florida Statutes, as may be amended. E-BIKES are divided into three general classes.

# Definitions

- **Class 1**: E-bikes are pedal-assist only, with no throttle, and have a maximum assisted speed of 20 mph.
- **Class 2**: E-bikes having a maximum speed of 20 mph, but are throttle-assisted.
- **Class 3**: E-bikes which are pedal-assist only, with no throttle, and a maximum assisted speed of 28 mph.

# Definitions

- **Electric Powered Cycle** - Means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. This vehicle has no pedals and is powered by an electric motor which may exceed speeds of 28 miles an hour.

- **Government Issued Photographic Identification** - Means a driver license, passport, military ID, identification card issued under ch. 322, Fla. Stat. or comparable government ID displaying an individual's name, date of birth, and photograph.

# Proper usage and Prohibitions

- **Bicycles**

  - Bicycles shall be operated consistent with §316.2065, Bicycle regulations, except as otherwise provided in this section. Further when operating on roadways, bicycle operators shall comply with all traffic regulations.

  - Every bicycle operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear, each exhibiting a red light visible from a distance of 600 feet to the rear. All safety lights shall be on and operational when used at nighttime.

# Proper Usage and Prohibitions

- **E-Bike**
  - E-Bikes shall follow §316.2065, and when on roadways shall comply with traffic regulations.
  - E-Bikes operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet and a lamp and reflector on the rear exhibiting a red light visible from a distance of 600 feet.
  - On any sidewalk or bicycle path that is not immediately adjacent to a roadway, E-Bike operators shall not exceed a speed of 10 mph. All riders operating an E-Bike along a bike path or sidewalk shall yield the right-of-way to any pedestrian.

# Proper usage and Prohibitions

- No person under 15 years of age may operate an E-Bike on any road, right-of-way, bicycle lane, bicycle path, sidewalk, or other City-owned property. Nothing herein prohibits a minor under the minimum age from riding as a passenger on an Electric Bicycle designed and equipped for a passenger in compliance with §316.2065, Fla. Stat.
- Any person operating an E-Bike shall carry a government-issued photographic identification and shall present such identification upon lawful request of a law enforcement officer.

# Helmet Requirements

- **Bicycle/E-Bike**
  - An operator or passenger under 16 years of age on a Bicycle or Electric Bicycle must wear a properly fitted, securely fastened bicycle helmet upon the operator's or passenger's head that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. A parent or legal guardian may not knowingly permit a child under 16 years of age to violate this subsection.

# Electric Powered Cycles

- These vehicles are best understood as off-highway motorcycles (Dirt bikes) as defined by F.S. 317.0003(5) and powered by an electric engine, which was not designed for and are not authorized to operate on roadway.

- Any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. This vehicle has no pedals and is powered by an electric motor which may exceed speeds of 28 miles an hour.

# Electric Powered Cycles

- It shall be unlawful for any person to operate an Electric Powered Cycle on:

1. On any Bike Lane within the City;
2. On any Bike Path within the City;
3. On any City owned or controlled property including parks;
4. On any City owned or maintained right of way;
5. In any public space or pathway within the City;
6. On any roads or crosswalk within the City;
7. On any sidewalk or public pathway within the City.

# Penalties

- Bicycle and E-Bike - In addition to other penalties authorized herein or by statute, a person who violates this Section may be administratively or judicially assessed a civil penalty of up to $100 for each violation.

- Electric Powered Cycle - In addition to other penalties authorized herein or by statute, a person who violates this Section may be administratively or judicially assessed a civil penalty of up to $100 for each violation. Further, Law enforcement officers are authorized to remove and impound a vehicle found in violation of this Section.

# QUESTIONS?

**ORDINANCE 2025-__**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM, COAST, FLORIDA, AMENDING CHAPTER 42, STREETS, ROADS, BRIDGES, AND OTHER PUBLIC PLACES, ARTICLE I, IN GENERAL, CREATING SECTION 42-7 OF THE CODE OF ORDINANCES OF THE CITY OF PALM COAST; TO PROVIDE FOR THE USE AND OPERATION OF BICYCLES, ELECTRIC BICYCLES, ELECTRIC POWERED CYCLES, PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS, AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Palm Coast is granted authority, under §2(b) Article VIII, of the State Constitution, to exercise any power for municipal purposes, except when expressly prohibited by law; and

**WHEREAS**, the City Council desires to adopt an ordinance controlling and regulating the operation of Bicycles, Electric Bicycles, Electric Powered Cycles, as those terms are defined herein, within the City of Palm Coast; and

**WHEREAS**, Section 316.008, Florida Statutes, Powers of local authorities, permits local authorities to regulate and exercise police powers with respect to streets and highways within their jurisdictions; and

**WHEREAS**, Section 316.20655, Florida Statutes, Electric bicycle regulations, permits a local government to adopt an ordinance governing the operation of electric bicycles on streets, highways, sidewalks, sidewalk areas, including bike paths, multiuse paths, and trail networks under the local government's jurisdiction, and to establish minimum age requirements and require government-issued photographic identification for electric bike operators; and

**WHEREAS**, the City Council finds adopting an Ordinance will aid in establishing an efficient and safe environment for the public use of city pathways, streets, sidewalks paths and trails; and

**WHEREAS**, the City Council of the City of Palm Coast, Florida, hereby finds this Ordinance to be in the best interest of the public health, safety, and welfare of the citizens of Palm Coast.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PALM COAST THAT:**

**SECTION 1. LEGISLATIVE AND ADMINSTRATIVE FINDINGS.**

The above recitals (whereas clauses) are hereby adopted as the legislative and administrative findings of the City Council . Further, it is the intent of this section to, under certain circumstances, authorize municipal regulation of the operation of electric bicycles, electronic powered cycles upon City maintained roads and sidewalks in certain incorporated areas of the County. Adoption of this section shall not be relied upon as a determination the operation of electric bicycles, electric powered cycles and/or any other vehicle or device on roads or public sidewalks is safe or advisable. All persons operating the devices described herein do so at their own risk, and must be observant of, and attentive to, the safety of themselves and other motorists, cyclists and pedestrians.

**SECTION 2. AMENDMENT TO CHAPTER 42 OF THE CITY OF PLAM COAST ORDINANCES**

**SECTION 42-7**

**(a) Definitions. In this section:**

1. BICYCLE means a vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.

2. BICYCLE LANE means any portion of a roadway or highway which is designated by pavement markings and signs for preferential or exclusive use by bicycles.

3. BICYCLE PATH means any road, path, or way open to bicycle travel, which road, path, or way is physically separated from motorized vehicular traffic by an open space or by a barrier and is located either within the highway right-of-way or within an independent right-of-way.

4. CITY OWNED means

    a. Property in which the City has a property interest, such as fee simple ownership or an easement, and

    b. Property the City maintains regardless of ownership, such as rights-of-way which are in incorporated areas but are maintained by the City.

5. CROSSWALK means:

    a. Part of a roadway at an intersection included within the connections of the lateral lines of the sidewalks on opposite sides of the highway, measured from the curbs or, in the absence of curbs, from the edges of the traversable roadway.

b. Any portion of a roadway at an intersection or elsewhere distinctly indicated for pedestrian crossing by lines or other markings on the surface.

6. DAYTIME means the period from a half hour before sunrise to a half hour after sunset. The term NIGHTTIME means at any other hour.

7. ELECTRONIC BIKE or E-BIKE- means a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts. This term includes devices defined as electric bicycles pursuant to §316.003(23), Florida Statutes, as may be amended. E-BIKES are divided into three general classes:

   a. Class 1: E-bikes are pedal-assist only, with no throttle, and have a maximum assisted speed of 20 mph.

   b. Class 2: E-bikes having a maximum speed of 20 mph, but are throttle-assisted.

   c. Class 3: E-bikes which are pedal-assist only, with no throttle, and a maximum assisted speed of 28 mph.

8. ELECTRIC POWERED CYCLE means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground. This vehicle has no pedals and is powered by an electric motor which may exceed speeds of 28 miles an hour.

9. RIDER OR OPERATOR means a person riding, driving, or otherwise operating a Bike, E-Bike, or Electric Cycle.

10. RIGHT OF WAY means land devoted to or required for use as a roadway, sidewalk, or other associated feature, and includes, without limitation, (i) all existing or dedicated road rights-of-way and (ii) all proposed dedications of road rights-of-way set forth on official grading and drainage plans approved pursuant to plats.

11. ROAD means a road, street, or highway or designated segment thereof in the incorporated area of the City, pursuant to F.S. ch. 316.

12. SIDEWALK means the portion of a right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians. Road means a road, street, or highway or designated segment thereof in the unincorporated area of the county, pursuant to F.S. ch. 316.

13. GOVERNMENT ISSUED PHOTOGRAPHIC IDENTIFICATION means a driver license, passport, military ID, identification card issued under ch. 322,

Fla. Stat. or comparable government ID displaying an individual's name, date of birth, and photograph.

**(b) Proper usage and Prohibitions**

1. Bicycles

   a. Bicycles shall be operated consistent with §316.2065, Bicycle regulations, except as otherwise provided in this section. Further when operating on roadways, bicycle operators shall comply with all traffic regulations.

   b. Every bicycle operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear, each exhibiting a red light visible from a distance of 600 feet to the rear. All safety lights shall be on and operational when used at nighttime.

2. Electric Bike or E-Bike

   a. E-Bikes shall be operated consistent with §316.2065, Bicycle regulations, and §316.20655, Electric Bicycle regulations. Further when operating on roadways, E-Bike operators shall comply with all traffic regulations.

   b. E-Bikes operated at nighttime shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. All safety lights shall be on and operational when used at nighttime.

   c. On any sidewalk or bicycle path that is not immediately adjacent to a roadway, E-Bike operators shall not exceed a speed of 10 mph. All riders operating an E-Bike along a bike path or sidewalk shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

   d. No person under 15 years of age may operate an E-Bike on any road, right-of-way, bicycle lane, bicycle path, sidewalk, or other City-owned property. Nothing herein prohibits a minor under the minimum age from riding as a passenger on an Electric Bicycle designed and equipped for a passenger in compliance with §316.2065, Fla. Stat.

   e. Any person operating an E-Bike shall carry a government-issued photographic identification and shall present such identification upon lawful request of a law enforcement officer.

3. Helmet Requirements

a. An operator or passenger under 16 years of age on a Bicycle or Electric Bicycle must wear a properly fitted, securely fastened bicycle helmet upon the operator's or passenger's head that meets the federal safety standard for bicycle helmets, final rule, 16 C.F.R. part 1203. A parent or legal guardian may not knowingly permit a child under 16 years of age to violate this subsection.

4. Electric Powered Cycles

a. These vehicles are best understood as off-highway motorcycles (Dirt bikes) as defined by F.S. 317.0003(5) and powered by an electric engine, which was not designed for and are not authorized to operate on roadways.

b. It shall be unlawful for any person to operate an Electric Powered Cycle on:

1. On any Bike Lane within the City;
2. On any Bike Path within the City;
3. On any City owned or controlled property including parks;
4. On any City owned or maintained right of way;
5. In any public space or pathway within the City;
6. On any roads or crosswalk within the City;
7. On any sidewalk or public pathway within the City.

(c) **Penalties** The following civil and criminal penalties may be assessed by administrative or judicial process.

1. Bicycle and E-Bike. In addition to other penalties authorized herein or by statute, a person who violates this Section may be administratively or judicially assessed a civil penalty of up to $100 for each violation.

2. Electric Powered Cycle. In addition to other penalties authorized herein or by statute, a person who violates this Section may be administratively or judicially assessed a civil penalty of up to $100 for each violation. Further, Law enforcement officers are authorized to remove and impound a vehicle found in violation of this Section. No vehicle impounded as provided in this section shall be released therefrom until:

a. The charges for towing such vehicles to the impound lot, storage, and administrative fees have been paid;

b. Proper proof of ownership has been exhibited; and

c. Any hold which has been placed upon the vehicle by law enforcement has been removed by law enforcement.

(d) **Enforcement.** This Article shall apply to and be enforced within the City of Palm Coast. The Sheriff shall be responsible for enforcement of the provisions of this Article. It is a violation of this Article for any person to resist, obstruct, hinder, or interfere with the Sheriff or his/her designee in the enforcement of this Article. Any person who willfully refuses to sign and to accept a warning notice of violation or a written citation issued by a law enforcement officer shall be guilty of a misdemeanor of the second degree.

**SECTION 4. SEVERIABILITY**.

It is hereby declared to be the intention of the City Council the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance.

**SECTION 5 CODIFICATION.**

It is the intention of the City Council of the City of Palm Coast, Florida, and it is hereby ordained the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Palm Coast, Florida; the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; and the word "Ordinance" may be changed to "Section," "Article" or other appropriate word. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

**SECTION 6 CONFLICTS.**

All prior ordinances and resolutions or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

**SECTION 7. EFFECTIVE DATE.**

This Ordinance shall become effective immediately upon its passage and adoption.

**APPROVED** upon first reading on the ____ day of _____ 2025.

**ADOPTED** on the second reading after due public notice and hearing on this ____ day of ____2025.

ATTEST: CITY OF PALM COAST

_____ _____

KALEY COOK, CITY CLERK MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

_____

MARCUS DUFFY, CITY ATTORNEY

# City of Palm Coast, Florida
# Agenda Item

**Agenda Date:** September 9, 2025

| | |
|---|---|
| **Department** CITY ADMINISTRATION<br>**Division** | **Amount**<br>**Account #** |
| **Subject:** AGENDA WORKSHEET AND CALENDAR | |
| **Presenter: Kaley Cook, City Clerk** | |
| **Attachments:**<br>1. Worksheet<br>2. Calendar | |
| **Background:** | |
| **Recommended Action:** | |

| | | |
|---|---|---|
| | **September 10, 2025 Tentative Budget Hearing (5:15 P.M.)** | **PRESENTER** |
| Resolution | Tentative Millage Rate and Budget | Alves |
| | **September 16, 2025 Business Meeting (9 A.M.)** | **PRESENTER** |
| Proclamation | Hispanic Heritage | Council |
| Proclamation | Stormwater Awareness Week | Council |
| Proclamation | Pink Army | Council |
| Ordinance 1st | E-Bikes | City Attorney |
| Resolution | Work Order with Wright-Pierce for Hydraulic Modeling Support Services | Blake |
| Resolution | Flagler County Cultural Council Agreement | Hirst |
| Resolution | Piggyback for Plumbing Supplies | Roche/Roussell |
| Resolution | Piggyback for Brass Fitting and Accessories | Roche/Roussell |
| Resolution | Piggyback for Pipe Fitting and Accessories | Roche/Roussell |
| | **September 23, 2025 Workshop Meeting (9 A.M.)** | **PRESENTER** |
| Ordinance | Anchorage | Grossman |
| Presentation | Comprehensive Code Presentation | Grossman |
| Presentation | Residential Stormwater and Right of Way Inspection Fee | Buckley |
| Presentation | Commercial Vehicles | Grossman |
| Presentation | Plante and Moran Entity Wide Risk Assessment | Consultant |
| | **September 24, 2025 Budget Hearing (5:15 P.M.)** | **PRESENTER** |
| Resolution | Final Millage, Budget, and Fleet Purchases | Alves |
| | | |
| | **October 7, 2025 Business Meeting (6 P.M.)** | **PRESENTER** |
| Proclamation | Fire Prevention Week | Council |
| Ordinance 2nd | Water Supplies Facilities Workplan | Papa/Roussell |
| Ordinance 2nd | E-Bikes | City Attorney |
| Ordinance 1st | Commercial Vehicles | Grossman |
| Resolution | Residential Stormwater and Right of Way Inspection Fee | Buckley |
| Resolution | Community Center Solar Intallation | Cote |
| Resolution | Waterfront Park Phase II - Parking Expansion and Site Improvements | Gebo |
| Resolution | FPL Transmission  Relocation Agreement for Matanzas Woods/Palm Coast F | Cote |
| Resolution | FEC Agreements for Matanzas Woods/Palm Coast Parkway Connector Loop | Cote |
| Resolution | Flagler County Cultural Council Agreement | Hirst |
| Resolution | Public School Facilities Interlocal Agreement | Papa |
| Resolution | Flagler Humane Society Agreement | Grossman |
| | **October 14, 2025 Workshop Meeting (6 P.M.)** | **PRESENTER** |
| Presentation | Flagler County Cultural Council Grant Awards | FC3 |
| | **October 21, 2025 Business Meeting (9 A.M.)** | **PRESENTER** |
| Proclamation | Red Ribbon Week | Council |
| Proclamation | National Medical Assistants Recognition Week | Council |
| Ordinance 2nd | Commercial Vehicles | Grossman |
| Ordinance 1st | Flagler Landing FLUM | Papa |
| Ordinance 1st | Flagler Landing Rezoning | Papa |
| Ordinance 1st | Recover Residence | Grossman |
| Ordinance 1st | Anchorage | Grossman |
| Ordinance 1st | 56 Hargrove Grade Rezoning | Hanson |
| Resolution | Belle Terre Estates | Nguyen |
| Resolution | Piggyback Agreement with Staples | Alves |
| | **October 28, 2025 Workshop Meeting (9 A.M.)** | **PRESENTER** |
| Ordinance | Backyard Chickens | Grossman |
| Ordinance | Food Trucks | Grossman/Hanson |
| | **November 4, 2025 Business Meeting (6 P.M.)** | **PRESENTER** |
| Ordinance 2nd | Flagler Landing Annexation | Nguyen |
| Ordinance 2nd | Flagler Landing FLUM | Papa |
| Ordinance 2nd | Flagler Landing Rezoning | Papa |

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| Ordinance 2nd | Recover Residence | Grossman |
| Ordinance 2nd | Anchorage | Grossman |
| Ordinance 2nd | 56 Hargrove Grade Rezoning | Hanson |
| | **November 11, 2025 Workshop Meeting (CANCELLED - VETERANS DAY)** | **PRESENTER** |
| | | |
| | **November 18, 2025 Business Meeting (9 A.M.)** | **PRESENTER** |
| Ordinance 1st | Backyard Chickens | Grossman |
| Ordinance 1st | Food Trucks | Grossman/Hanson |
| | **November 25, 2025 Workshop Meeting (9 A.M.)** | **PRESENTER** |
| Presentation | Consolidated Annual Performance and Evaluation Report (CAPER) | Papa |
| Presentation | Amendment to First Time Home Buyers Program | Gonzalez |
| Presentation | State Housing Initiative Partnership Program (SHIP) Interlocal Agreement Amendment | Gonzalez |
| | **December 2, 2025 Business Meeting (6 P.M.)** | **PRESENTER** |
| Proclamation | Rotary Fantasy Lights | Council |
| Resolution | Consolidated Annual Performance and Evaluation Report (CAPER) | Papa |
| Resolution | Amendment to First Time Home Buyers Program | Gonzalez |
| Resolution | State Housing Initiative Partnership Program (SHIP) Interlocal Agreement Amendment | Gonzalez |
| Ordinance 2nd | Backyard Chickens | Grossman |
| Ordinance 2nd | Food Trucks | Grossman/Hanson |
| | **December 9, 2025 Workshop Meeting (6 P.M.)** | **PRESENTER** |
| | | |
| | **December 16, 2025 Business Meeting (9 A.M.)** | **PRESENTER** |
| | | |
| | **December 23, 2025 Workshop Meeting (9 A.M.)** | |
| | | |
| | **Future** | **PRESENTER** |
| Resolution | Cleaning and Rehabilitation of Ground Storage Tank at Waste Water Plant 1 | Ashburn |
| Resolution | Reuse Distribution System Filtration Upgrades | Ashburn |
| Resolution | Above Ground Piping Rehab for Water Treatment Plant 1 | Ashburn |
| Resolution | Memorandum of Understanding - Co Location for PCFD and Flagler County Fire Rescue | Berryhill |
| Resolution | Construction Contract for the Water Treatment Plant 1 Generator Project | Blake |
| Resolution | Construction Contract for Old Kings Road Widening North Phase 2 | Cote |
| Resolution | Matanzas/Belle Terre Intersection (Right of Way) | Cote |
| Resolution | Approving an FDOT Agreement Contract Amendment for Matanzas Woods Pkwy Phase 2A | Cote |
| Resolution | Approving a Work Order for Design Services for phase 2A, 3 and 4 for Matanzas Woods Parkway Extension | Cote |
| Resolution | Approving a Work Order for Pre-Construction Services for the WWTF #1 | Cote |
| Resolution | Work Order for the Conversion of Lift Station AU-5 | Cote/Stevens |
| Resolution | Occupational Services | Fuller |
| Ordinance | Overlord Tattoo Parlor - Special Exception | Gonzalez |
| Ordinance | Anchorage | Grossman |
| Ordinance | Lakeview Estates MPD | Hanson |
| Presentation | Pillar Priority - Housing | Hanson |
| Ordinance | Lakeview Estates - FLUM | Hanson |
| Ordinance | Lakeview Estates MPD | Hanson |
| Resolution | Palm Harbor Professional Sports Complex - Technical Site Plan Tier 2 | Hanson |
| Resolution | Hampton Manor ALF - Technical Site Plan Tier 2 | Hanson |
| Resolution | Soleta Lakes - Subdivision Master Plan | Lens/Leap |
| Resolution | The Station at Town Center - Town Center Tracts 18B & 18C | Nguyen |
| Presentation | Pillar Priority - Transit | Nguyen |
| Resolution | Interlocal Agreement TPO Urban Boundary Expansion | Nguyen |

| | | |
|---|---|---|
| Resolution | Pre-Annexation Agreement for Airport Commons II | Papa/Nguyen |
| Ordinance | West Parcel Annexation | Tyner/Papa |

**Meeting Calendar for 9/9/2025 through 12/31/2025**

**9/9/2025**
City Council Workshop
City Hall

**9/10/2025**
Budget
City Hall

**9/16/2025**
City Council Business Meeting
City Hall

**9/23/2025**
City Council Workshop
City Hall

**9/24/2025**
Budget
City Hall

**10/7/2025**
City Council Business Meeting
City Hall

**10/14/2025**
City Council Workshop
City Hall

**10/21/2025**
City Council Business Meeting
City Hall

**Meeting Calendar for 9/9/2025 through 12/31/2025**

**10/28/2025**
City Council Workshop
City Hall

**11/4/2025**
City Council Business Meeting
City Hall

**11/18/2025**
City Council Business Meeting
City Hall

**11/25/2025**
City Council Workshop
City Hall

**12/2/2025**
City Council Business Meeting
City Hall

**12/9/2025**
City Council Workshop
City Hall

**12/16/2025**
City Council Business Meeting
City Hall

**12/23/2025**
City Council Workshop Meeting
City Hall