City of Palm Coast, Florida
Agenda Item

Agenda Date: July 21, 2026

Agenda Item: I.1

Department	COMMUNITY DEVELOPMENT	**Amount**	
Division	PLANNING	**Org/Account #**	

Subject: STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING A PURCHASE AND SALE CONTRACT WITH SANDERS TRUST LLC FOR THE 8.5 ACRES IN THE WHISPERING PINES AREA OF THE SR 100 COMMUNITY REDEVELOPMENT AREA

Presenter: **Virginia Smith, MMC,CP,ACP, Land Management Administrator, and Craig Mckinney, Economic Development Manager**

Attachments:
1. Resolution
2. Contract
3. Notice of Intent to Award
4. Project Overview

Background:

In 2004, City Council created the SR 100 Corridor Community Redevelopment Area (CRA). Among the CRA goals was the removal of blighted properties. The CRA/City purchased many older and poorly conditioned developed parcels within the CRA to remove slum and blighted conditions and to abandon and remove the associated wells and septic tanks. The Whispering Pines subdivision contained a number of those types of older and not well-maintained residential properties. This subdivision fronts SR 100 in a highly desirable commercial area close to a major hospital and I-95.

The City issued a bid for the highest and best redevelopment use of the Whispering Pines area. Highest and best use includes consideration of total private investment to redevelop, number of new jobs created, average annual wages, annual non-residential ad valorem taxes generated and the probability of attracting supporting or complimentary uses. This area is now comprised of 8.5 acres of city-owned vacant land. There were three (3) bids received that were found responsive.

Staff put together an evaluation team to review and evaluate the bids. Sanders Trust was the unanimous winner for their redevelopment proposal. Sanders Trust's proposal is to develop a physical rehabilitative medical facility to be operated as the ClearSky Health Rehabilitation Hospital of Palm Coast. ClearSky currently operates 15 inpatient rehabilitation hospitals through the U.S. with Florida facilities in Lecanto and Lake City. The facility will provide care for patients recovering from stroke, heart attack, brain injury, spinal cord injury, orthopedic conditions, cancer and pulmonary conditions.

To provide this leased facility for ClearSky, Sanders Trust LLC is investing $31 million to construct a 36-bed inpatient rehabilitation hospital. The hospital will employ 100+ full-time professionals, averaging a $75K per year salary. The total economic impact caused by commercial construction is estimated to be $45 million. The ad valorem property tax to be received by the CRA through 2034 is estimated to be $310,000 annually. The appraisal for these parcels was $1,950,000. Staff negotiated the purchase price with Sanders Trust LLC to be $1,700,000 taking into account Sander Trust's need to purchase the single remaining parcel, the future revenue generated from these parcels and the planned redevelopment benefits. The remaining parcel within this area is owned by the Estate of Marguerite K. Bushnell. The City's contract with Sanders Trust LLC is contingent upon the sale of the Bushnell estate parcel to Sanders Trust LLC and vice versa.

Recommended Action:

ADOPT STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX APPROVING THE PURCHASE AND SALE CONTRACT WITH SANDERS TRUST LLC FOR THE 8.5 ACRES OF LAND IN THE WHISPERING PINES AREA

CITY OF PALM COAST

SALE OF 8.5 ACRES IN WHISPERING PINES WITHIN THE COMMUNITY REDEVELOPMENT AREA (CRA)

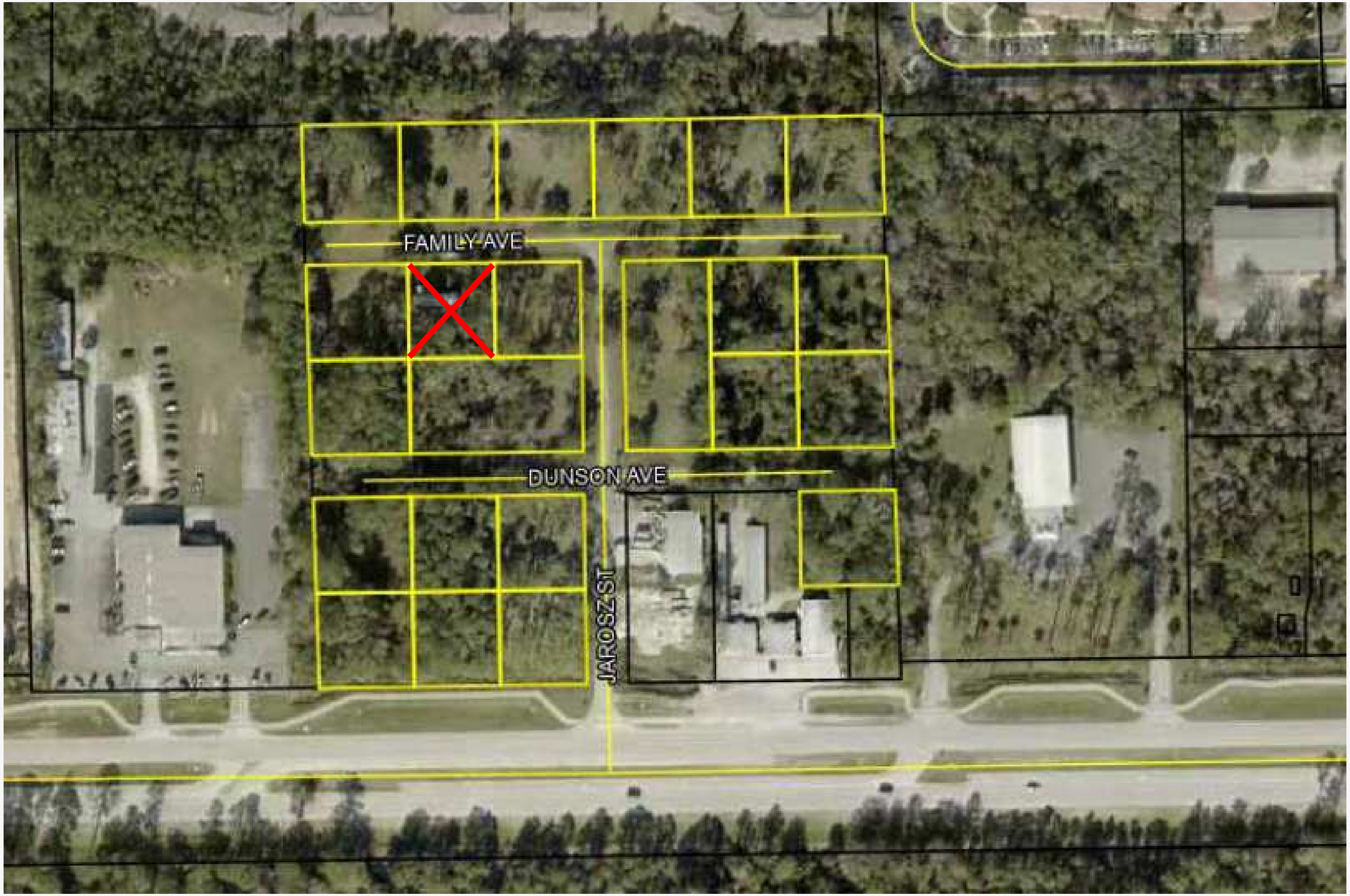
History of the CRA

- Since 2005 the CRA/City purchased twenty-three (23) lots in the CRA Whispering Pines area.
- Purchase price of all $3,163,628.
- Appraised value $2,775,000

Request for Statement of Qualifications

- Public Bid - Request for Statement of Qualifications (RFSQ-ED-26-23) Redevelopment of City Owned Properties
- 3 bids received - all were responsive and responsible
- Evaluation Team chose Sanders Trust LLC with 90.4 points
- Purchase Offer $1,950,000 - reserving $250K for the allocation of the final remaining privately owned parcel in Midway.

LOCATION MAP



Property with the "X" is not owned by the City. This is the Bushnell Estate's property.

This will be a private sale with the property owner.

PROPOSED BUILDING

ECONOMIC BENEFITS

- $31 million investment to construct a 36-bed inpatient rehabilitation hospital.
- 100+ full-time employees.
- Average salary $75K (Physicians, Nurses, Therapists, Administrative Staff, Support Personnel, and Facilities Maintenance).
- Creating high-quality, well-paying healthcare jobs for Palm Coast.
- Ad valorem property tax estimated at $182,000 + tangible personal property tax.
- Sales tax revenue.

ECONOMIC BENEFITS

- Additional economic activity in the City.
- Commitment from Sanders Trust to use local trade companies as possible.
- Estimated a $45+ million total economic impact during construction phase.
- Estimated $7.5+ million in annual payroll brought into the City.
- Supports surrounding retail, housing, and service businesses.
- May attract complimentary uses on site.

ADDITIONAL BENEFITS

- Improving access to advanced rehabilitation services.
- Reduces need for residents to travel to larger metropolitan areas for services.
- Enhances regional healthcare infrastructure.
- Incorporate high-quality architectural finishes and materials.
- Enhance the character of SR 100 and the Town Center district.

ADDITIONAL BENEFITS

- Designed to support efficient vehicular circulation and pedestrian connectivity.
- Cross-access opportunities to help in creating more integrated and walkable corridor.
- Additional long term care healthcare anchor for the corridor.
- The Sanders Trust and ClearSky Health to enter a private lease agreement for 20 years. There are 16 locations nationwide with 2 locations in Florida.

STAFF RECOMMENDATION

ADOPT RESOLUTION 2026-XX APPROVING THE PURCHASE AND SALE CONTRACT WITH SANDERS TRUST LLC FOR THE 8.5 ACRES OF LAND WITHIN THE WHISPERING PINES AREA OF THE CRA

RESOLUTION 2026-___
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT
8.5 ACRES IN THE WHISPERING PINES AREA

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT FOR PURCHASE AND SALE WITH SANDERS TRUST LLC; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast (hereafter known as Property Owner) is willing to sell the 8.5 acres of land in the Whispering Pines area, which have the following parcels identification numbers:

08-12-31-6000-00010-0060, 08-12-31-6000-00010-0050, 08-12-31-6000-00010-0040, 08-12-31-6000-00010-0030, 08-12-31-6000-00010-0020, 08-12-31-6000-00010-0010, 08-12-31-6000-00040-0040, 08-12-31-6000-00040-0060, 08-12-31-6000-00040-0010, 08-12-31-6000-00040-0030, 08-12-31-6000-00030-0010, 08-12-31-6000-00030-0020, 08-12-31-6000-00030-0030, 08-12-31-6000-00030-0050, 08-12-31-6000-00030-0040, 08-12-31-6000-00020-0030, 08-12-31-6000-00050-0010, 08-12-31-6000-00050-0020, 08-12-31-6000-00050-0030, 08-12-31-6000-00050-0040, 08-12-31-6000-00050-0050, 08-12-31-6000-00050-0060 and ROW, to Sanders Trust, LLC; and

WHEREAS, Sanders Trust LLC desires to contract with the City for the purchase of the above mentioned parcels.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE PALM COAST ACTING AS THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY BOARD, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the State Road 100 Corridor Community Redevelopment Agency (SR 100 CRA) of the City of Palm Coast.

SECTION 2. APPROVAL OF THE CONTRACT FOR SALE AND PURCHASE. The SR 100 CRA hereby approves the terms and conditions of the Contract for Purchase and

Sale with Sanders Trust, LLC as attached hereto and incorporated herein by reference as Exhibit "A."

SECTION 3. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the agreement as depicted in Exhibit "A."

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the SR 100 CRA that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution 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 and sections of this Resolution.

SECTION 5. CONFLICTS. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 6. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the SR 100 CRA of the City of Palm Coast, Florida, on this 21st day of July 2026.

ATTEST:	STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
______________________________ KALEY COOK, CITY CLERK	______________________________ MICHAEL NORRIS, CHAIRMAN

APPROVED AS TO FORM AND LEGALITY

____
MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Purchase and Sale Contract with Sanders Trust LLC

CONTRACT FOR PURCHASE AND SALE

THIS **CONTRACT FOR PURCHASE AND SALE** ("**Contract**") is made by and between the **City of Palm Coast, Florida**, a municipal corporation, (hereinafter referred to as "**Seller**") with a principal address of 160 Lake Avenue, Palm Coast, FL 32164, and **Sanders Trust LLC** (hereinafter referred to as "**Buyer**"), with a principal address of 1000 Urban Center Drive, Ste. 675, Birmingham, Alabama 35242. For and in consideration of a valuable sum in dollars, the premises and the mutual covenants and obligations created hereby, as well as other good and valuable considerations, Buyer agrees to buy and Seller agrees to sell the following described real property subject to and upon the terms and conditions set forth below. The effective date of this Contract (the "**Effective Date**") shall be the date upon which the last of Seller and Buyer shall have signed this Contract.

ARTICLE I - PROPERTY

The real property (the "**Property**") which is the subject matter of this Contract consists of a parcel of vacant land being more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

ARTICLE II - PURCHASE PRICE

Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be One million, seven hundred thousand dollars and 00/100 ($1,700,000) for the 8.5 acres of land.

ARTICLE III - CLOSING AND CLOSING DATE

The transaction contemplated by this Contract shall be closed (the "**Closing**") on or before forty-five (45) days following the end of the Inspection Period. The Purchase Price shall be applied to Seller's closing costs. The special warranty deed, and the exclusive possession of the Property, free of all occupants, shall be delivered to Buyer at Closing.

Buyer shall deliver a deposit in the amount of $100,000 ("Deposit") to the Fidelity National Title Insurance Company, 100 Corporate Ridge, Suite 120, Birmingham, Alabama 35242 Attn: Jeffrey R. Lees, within 5 business days of the Effective Date of this Agreement. The Deposit shall be held in an interest-bearing, federally insured escrow account, with any interest earned to become part of the Deposit.

The Deposit shall be applied to the Purchase Price at closing. In the event Buyer fails to perform its obligations under this Agreement, and such failure constitutes a default as defined herein, the Deposit shall be released to Seller as liquidated damages, representing the parties' reasonable estimate of Seller's damages. If the Agreement is terminated in accordance with any contingency or termination right expressly provided herein, the Deposit shall be promptly returned to Buyer.

ARTICLE IV - TERMS AND CONDITIONS

The additional terms and conditions of this Contract are as follows:

4.1. **Evidence of Title**. Buyer, at Buyer's expense and within thirty (30) days from the Effective Date, shall obtain a title insurance commitment (the "**Title Commitment**") to issue an ALTA Owner's Title Insurance Policy from a title insurance company acceptable to Buyer (the "**Title Insurance Company**") in the amount equal to the Purchase Price for the property, naming Buyer as the proposed insured. The Title Commitment shall show good, marketable and insurable fee simple title to the Property to be vested in Buyer, liens, encumbrances, exceptions and qualifications which will not interfere with or impair the Property's use for public purposes; exceptions permitted by the provisions of this Contract; and those exceptions which are capable of and are actually to be discharged by Seller at or before Closing (all other exceptions to title being deemed title defects for purposes of this contract). Legible and complete copies of all instruments listed as exceptions to title (commonly identified as Schedule B-II exceptions in the Title Commitment) shall be delivered with the Title Commitment. If title is found to be defective, Buyer shall, within ten (10) days from the date it receives the Title Commitment, notify Seller in writing to that effect specifying the defects. Seller shall have twenty (20) days from the receipt of Buyer's notice specifying the title defects to cure the defects and, if after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied prior to Closing, or where the removal of such defects is not otherwise assured to Buyer's satisfaction, Buyer shall have the option of (i) accepting the title "as is" or (ii) terminating the Contract after which Buyer and Seller shall each be released from all further obligations to each other respecting matters arising from this Contract and the Deposit shall be returned to Buyer.

4.2. **Survey**. Buyer shall, at Buyer's expense, obtain a survey of the Property (the "**Survey**") prepared by a licensed Florida land surveyor dated no earlier than thirty (30) days before Closing, or in the alternative, an update of an earlier survey re-dated to a point in time no earlier than the last thirty (30) days. Upon completion and approval of the Survey, the description of the Property when approved by both parties and set forth therein shall be inserted as **Exhibit "A"** hereto and shall be used on the Deed and other closing documents, as well as the Title Commitment. If the Survey shows any encroachments (except for landscaping and irrigation) onto the Property and/or improvements located outside its boundaries or encroachments by improvements principally located on the Property over required setback lines or over onto the property of others or onto any public right-of-way adjacent to the Property, or if it is apparent that the Property violates existing title covenants and/or applicable zoning laws or ordinances, Buyer shall notify Seller in writing to that effect specifying the defects. Seller shall have until thirty (30) days from receipt of Buyer's notice specifying the Survey defects in which to cure such defects. If after said period Seller shall not have cured the defects, or if Seller shall not have progressed to a point where the defects are certain to be remedied at or prior to Closing, Buyer shall have the option of (i) accepting the condition of the Property as disclosed in the Survey in an "as is" condition, or (ii) terminating the Contract, thereupon Buyer and Seller shall each be released from all further liabilities and obligations to each other with respect to all matters arising from this Contract and the Deposit shall be returned to Buyer.

4.3. **Conveyance**. Seller shall convey title to the Property to Buyer by Special Warranty Deed, in the form attached hereto as **Exhibit "B"** (the "**Deed**"), subject only to: (i) taxes for the year of Closing; and (ii) matters disclosed in the title evidence provided to and accepted or deemed accepted by Buyer.

4.4. **Closing Affidavit**. At the Closing, Seller shall furnish Buyer with an affidavit (i) testifying to the best of Seller’s knowledge, the absence of any claims, encumbrances, taxes, assessments, liens or potential lienors known to Seller not disclosed in the Title Commitment and Deed, (ii) further attesting that there have been no improvements to the Property by or through Seller for the ninety (90) day period immediately preceding the date of Closing, the cost of which remains unpaid, (iii) agreeing to take no action prior to recording the Deed which would adversely affect the title to the Property, (iv) testifying that possession of the Property is subject only to those matters accepted by Buyer pursuant to the terms hereof, if any, and that Seller is otherwise in exclusive, peaceable and undisputed possession of the Property, and (v) testifying that there are no actions or proceedings now pending in any state or federal court to which Seller is a party including, but not limited to, proceedings in bankruptcy, receivership or insolvency, which would affect the Property, the title to the Property or Seller's ability to close on the sale of the Property to Buyer except as disclosed in the Title Commitment. Seller shall also furnish such other evidence, affidavits or information required by the Title Insurance Company so that the Title Insurance Company will be able to eliminate all standard exceptions from the Title Commitment at Closing, except for taxes for the year of Closing which are not yet due or payable.

4.5. **Place of Closing**. Closing shall be held by express courier or at such other location as is mutually agreed upon by Buyer and Seller.

4.6. **Documents for Closing**. Seller's attorney shall prepare the Deed, Seller's affidavit, and any corrective instruments that may be required in connection with perfecting title. The Title Insurance Company shall prepare the closing statement.

4.7. **Expenses**. State documentary tax for the Deed and the cost of recording all corrective documents needed to complete the transaction shall be borne by Seller. Buyer shall pay for the title insurance premium, recording the Deed and all fees and expenses arising from or associated with the simultaneous issuance of a lender's title insurance commitment and policy, if any, and any and all endorsements to such policy required by its lender.

4.8. **Proration of Taxes; Real and Personal**. Taxes shall be prorated based upon the current year's tax based on the highest discount available at Closing. If the Closing occurs on a date when the current year's taxes are not fixed and the current year's assessment is available, taxes will be prorated based upon such assessment and the prior year's millage. If the current year's assessment is not available, then taxes will be prorated based on the prior year's tax; provided, however, if there are completed improvements on the Property by January 1st of the year of Closing, which improvements were not in existence on January 1st of the prior year, then the taxes shall be prorated to the date of Closing based upon the prior year's millage and an equitable assessment to be agreed upon between the parties, failing which request will be made to the county tax assessor for an informal assessment. If the Property is assessed as part of a larger tract of land and a "cut out" is not available from the tax assessor at the time of Closing, the taxes for the Property shall be estimated and prorated based upon the ratio of the size of the Property in relation to the overall tract of which the Property forms a part, taking into consideration matters of zoning as described in the tax assessor's records. Any tax proration based on an estimate may, at the request of either party, be subsequently readjusted upon receipt of the actual tax bill. This provision for reproration shall survive the Closing.

4.9. **Special Assessment Liens**. Special assessment liens which are certified, confirmed and ratified as of the date of Closing are to be paid by Seller. Special assessment liens which are certified, confirmed and ratified but payable in installments post Closing shall be paid in full by Seller at Closing. Special assessment liens pending as of the date of Closing shall be assumed by Buyer; provided, however, that if the improvements which form the basis for such special assessment are substantially completed as of the date of Closing they shall be deemed to have been certified, confirmed or ratified and Buyer shall, at Closing, be credited with an amount equal to the last estimate of the assessment for the improvement made by the appropriate public body.

4.10. **Default**. If Buyer fails to perform any of Buyer's covenants set forth in this Contract, the Deposit, if any, shall be paid to and retained by and for the account of Seller as agreed upon liquidated damages and in full settlement of any claims whatsoever. If Seller fails to perform any of Seller's covenants set forth in this Contract or fails to convey the Property when Seller is obligated to do so in accordance with the terms hereof, Buyer shall have, as its sole and exclusive remedy, the right to either: (i) specific performance against Seller; or (ii) cancel this Contract by providing written notice to Seller, in which event the Deposit shall be returned to the Buyer.

4.11. **Severability**. If any one or more of the provisions of this Contract is held invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the remaining provisions of this Contract shall be construed to best carry out the original intent of the parties hereto.

4.12. **Complete Agreement**. This Contract evidences the complete understanding of the parties hereto as respects the matters addressed herein. No agreement or representation, unless set forth in this Contract, shall bind either of the parties hereto. This Contract may be executed in separate counterparts, each of which shall be deemed an original, and all which shall constitute one and the same instrument. Electronic signatures will be acceptable and binding.

4.13. **Notices**. All notices will be in writing and delivered to the parties by mail, personal delivery, or e-mail. Buyer’s failure to timely delivery written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party. Notice shall be given to the following addresses:

To Seller:

City of Palm Coast
Attention: City Manager
160 Lake Avenue
Palm Coast, FL 32164
Tel: 386-986-3702
mmcglothlin@palmcoastgov.com
vsmith@palmcoastgov.com

To Buyer: Thomas Henry, Jr.
The Sanders Trust
1000 Urban Center Dr.
Ste. 675
Birmingham, AL 35242
Tel: 205-747-1762
thenry@sanderstrust.com

4.14. **FIRPTA - Right to Withhold**. If Seller is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code, Buyer is required to withhold up to 15% of the amount realized by the Seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the Seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding. Due to the complexity and potential risks of FIRPTA, Buyer and Seller should seek legal and tax advice regarding compliance, particularly if an "exemption" is claimed on the sale of residential property for $300,000 or less. Seller agrees that Buyer may deduct and withhold from the Purchase Price provided in Article II hereof, a tax in the amount of up to fifteen percent (15%) of the amount realized (as that term is used in Section 1445(a) of the Internal Revenue Code) by Seller pursuant to this Contract, except upon the occurrence of either (A) or (B) below:

(A) At or prior to Closing, Seller provides to Buyer a Certificate of Non-Foreign Status or a Non-USRPHC Statement described in and complying with Section 1445(b)(2) or (3) of the Internal Revenue Code of 1986, as amended (the "**Code**") (all references to Section or the Code include any successor provisions thereto and any Treasury Regulations promulgated in connection thereto) and Buyer has no knowledge or notice that such Certificate or Statement is false; or

(B) At or prior to Closing, Buyer received a withholding certificate described in Temp. Treas. Reg. Section 1.1445-3T or Rev. Proc. 85-41.

Buyer agrees that any amount deducted and withheld pursuant to this Section shall be remitted to the Internal Revenue Service in accordance with Section 1445 of the Code and the Regulations thereunder.

4.15. **Environmental Status**. Seller warrants and represents to Buyer that, to Seller's knowledge, (i) the Property is free of all hazardous waste or substances except as may be permitted by applicable law; (ii) that the Property has been operated and maintained in compliance with all applicable environmental laws, statutes, ordinances, rules and regulations; (iii) no other release of any hazardous waste or substances has taken place on the Property, (iv) no migration of hazardous waste or substances has taken place from the Property which would cause the release of any hazardous waste or substance on any adjoining lands or any other lands in the vicinity of the Property; and (v) there are no bulk or underground tanks on or in the Property, and, no bulk or underground storage tanks have ever been located on or in the Property.

The term hazardous waste or substances shall include those substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., and in the regulations promulgated pursuant to said laws or any replacement thereof; such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.

Seller has no notice or knowledge of the on-site existence of any “Endangered and Threatened Species,” flora and fauna as identified by the U.S. Fish and Wildlife Service's "List of Endangered and Threatened Wildlife and Plants" as may be amended from time to time. Seller further warrants no knowledge of the on-site existence of any upland conservation areas which are preserved, or may be preserved, for the purposes of providing of wildlife habitat.

4.16. **Right of Inspection**. During the term of this Contract, Buyer, its agents, employees and representatives, may have access to the Property and the records of the Property (including those on file with any governmental agency) at all reasonable times subsequent to the Effective Date of this Contract with the right, at Buyer's expense, to inspect the Property and to conduct all tests and borings thereon as Buyer, its licensed engineers, surveyors and the like shall deem reasonably necessary or desirable to fulfill the tests and investigations contemplated by the Contract. Any entry on or to the Property by Buyer or its authorized representatives pursuant to the provisions hereof shall be at the risk of Buyer, and to the extent of the monetary limitations in Fla. Stat. 768.28, Buyer hereby indemnifies, protects, and holds Seller harmless and agrees to defend Seller from and against any and all claims, demands, losses, damages, and liabilities (including but not limited to personal injury and property damage claims and mechanics' or other liens), together with related costs and expenses, including reasonable attorney fees and litigation costs, caused by Buyer or Buyers' agents on or to the Property. This does not waive Buyer’s right to sovereign immunity. In addition, Buyer shall keep the Property free from any liens which could arise as a result of the exercise by Buyer of any of its rights hereunder.

The Property is being sold “**AS IS**.” Seller does not make any claims or promises about the condition or value of the Property included in this sale except as set forth in this Contract. The Buyer has inspected the Property, or may inspect the Property during the Inspection Period, and relies on this inspection and any rights which may be, and statements of Seller as provided for, elsewhere in this Contract. This paragraph will survive Closing for a period of five (5) years.

4.17. **WAIVER OF TRIAL BY JURY**. SELLER AND BUYER HEREBY MUTUALLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY REGARDING ANY LITIGATION BASED OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY AGREEMENT CONTEMPLATED TO BE DELIVERED IN CONJUNCTION THEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER

PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR EACH OF SELLER AND BUYER ENTERING INTO THIS CONTRACT.

ARTICLE V - SPECIAL CONDITIONS

Seller has made a limited number of representations and warranties to Buyer in this Contract. In consideration of Buyer waiving additional conditions, representations or warranties from Seller, Seller and Buyer hereby agree as follows:

5.1. **Condition Precedent**. Buyer's obligation to close under this Contract shall be subject to the satisfaction of the following conditions precedent enumerated below. In the event any one of these conditions is not satisfied for any reason whatsoever, then this Contract shall terminate, and Buyer and Seller shall be fully relieved from all further rights and responsibilities under this contract.

(A) The complete execution of this Contract by Seller and Buyer and the approval of this Contract by Seller's City Council at a public meeting, pursuant to §166.045, Fla. Stat.

(B) No action, suit, proceeding, or official investigation shall have been threatened, announced, or commenced by any person or federal, state or local government authority or agency that seeks to enjoin, assess civil or criminal penalties against, or obtain any judgment, order, or consent decree, with respect to either party hereto, in connection with their respective representations and obligations under this Contract.

(C) Buyer is simultaneously entering into a purchase agreement for the purchase of certain real property adjacent to the Property consisting of Parcel ID 08-12-31-6000-00040-0020 in Palm Coast, Florida, dated of even date herewith (the "Adjacent PSA"). Seller and Buyer agree that the closing of the Adjacent PSA is a condition to the Buyer's obligation to close under this Agreement. In the event the Adjacent PSA is terminated prior to Closing, this Agreement will be terminated, and if this Agreement is terminated, the Adjacent PSA will also be terminated.

5.2. **Inspection Period**. Buyer shall have one hundred eighty (180) days from the Effective Date (herein the "**Inspection Period**") in which to conduct an investigation of the Property, including, by way of illustration and not in limitation and subject to Section 4.16: inspections as to the physical condition of the Property, investigate the availability of utilities, status of zoning or ability to rezone, zoning codes, building codes, physical condition and any other condition or characteristic of the Property which Buyer may deem necessary or relevant to Buyer in purchasing the Property. Buyer shall have the option to extend the Inspection Period for two (2) additional thirty (30) day periods by giving written notice to Seller of such election no later than one (1) business day prior to the expiration of the Due Diligence Period. Should Buyer for any reason become dissatisfied or concerned with the result of any such investigation, search, inquiry or report as contemplated hereby, then Buyer may, prior to the expiration of the Inspection Period, terminate this Contract by written notice thereof to Seller. Notwithstanding anything to the contrary contained herein, if Buyer has not terminated this Contract by written notice delivered to Seller prior to the end of the Inspection Period, then the Deposit (if any) shall be applicable to the Purchase Price but non-refundable, other than pursuant to

Section 5.1 hereof, except in the event of a default by Seller hereunder.

5.3. **Buyer Representation.** Buyer represents to Seller that Buyer's intended use for the Property is to develop and construct an inpatient rehabilitation facility to be occupied and operated by Clearsky Health.

5.4. **Delivery of Materials**. Within five (5) days after the Effective Date of this Contract, Seller shall deliver to Buyer copies of all existing studies, tests, results, surveys, site plans, reports, title policies, plans, permits, petitions, warranties, applications, certificates, reservations, agreements, development orders, approvals, maps, aerials and related materials in its possession relating to the Property. Notwithstanding the foregoing, Seller shall not be obligated to deliver to Buyer any environmental studies, audits, reports, or soil borings related to the Property.

5.5. **Brokerage**. Buyer and Seller represent to each other that neither party has dealt with or engaged a broker with respect to the transaction contemplated herein. Each party hereby agrees to indemnify the other from and against any claim for brokerage commission or finder's fee asserted by any other person, firm or corporation claiming by, through or under said party.

5.6. **Seller Warranties**. During the period that this Contract is in effect, Seller shall maintain the Property in its current condition, reasonable wear and tear excepted.

5.7. **Seller Not to Convey**. Seller shall not convey any interest in the Property after the signing of this Contract without the prior joinder and written consent of the Buyer.

5.8. **Waiver/Time.** The waiver of any breach of any provision hereunder by Buyer or Seller shall not be deemed to be a waiver of any preceding or subsequent breach hereunder. No failure to delay of any party in the exercise of any right given hereunder shall constitute a waiver thereof nor shall any partial exercise of any right preclude further exercise thereof. Time is of the essence in this Agreement as to all dates and time periods set forth herein. To the extent that the last day of any time period stipulated in this Contract falls on a Saturday, Sunday or legal holiday (State or Federal), the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. Any time period of ten (10) days or less specified herein shall not include Saturdays, Sundays or legal holidays. Where used herein, the term "business days" shall be those days other than Saturdays, Sundays or legal holidays.

5.9. **Headings; Governing Law**. The headings contained in this Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Contract. This Contract shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the

Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit, in the form attached hereto as Exhibit "C", which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day and year indicated below.

WITNESSES:

[signature]

Matthew Hale
(print)

[signature]

Adrianna Wilson
(print)

BUYER :

By: [signature]

Print name: Darrell Simpson
Title: Senior Vice President Development
Date:____________________

WITNESSES:

____

____
(print)

____

____
(print)

SELLER:

CITY OF PALM COAST, FLORIDA

By:____________________
Mike McGlothlin, City Manager

ATTEST:

By:____________________
Kaley Cook, City Clerk

Date:____________________

[CITY SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel ID's:
08-12-31-6000-00010-0060, 08-12-31-6000-00010-0050, 08-12-31-6000-00010-0040, 08-12-31-6000-00010-0030, 08-12-31-6000-00010-0020, 08-12-31-6000-00010-0010, 08-12-31-6000-00040-0040, 08-12-31-6000-00040-0060, 08-12-31-6000-00040-0010, 08-12-31-6000-00040-0030, 08-12-31-6000-00030-0010, 08-12-31-6000-00030-0020, 08-12-31-6000-00030-0030, 08-12-31-6000-00030-0050, 08-12-31-6000-00030-0040, 08-12-31-6000-00020-0030, 08-12-31-6000-00050-0010, 08-12-31-6000-00050-0020, 08-12-31-6000-00050-0030, 08-12-31-6000-00050-0040, 08-12-31-6000-00050-0050, 08-12-31-6000-00050-0060, ROW.

EXHIBIT “B”

Form of Deed

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

Folio No.:

SPECIAL WARRANTY DEED

THIS INDENTURE, made this __ day of ___________, 2026, by the **CITY OF PALM COAST**, **FLORIDA**, a Florida municipal corporation, (“**Grantor**”) whose address is 160 Lake Avenue, Palm Coast, Florida 32164, The Sanders Trust, a Limited Liability Corporation, ("**Grantee**"), whose address is 1000 Urban Center Drive, Ste. 675, Birmingham, Alabama 35242.

W I T N E S S E T H :

That Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt and adequacy whereof is hereby acknowledged, has granted, bargained, remised, released, conveyed, confirmed and sold to Grantee, its successors and assigns, all right, title and interest in and to, the land situate and being in Flagler County, Florida, and more particularly described on Exhibit “A” attached hereto and made a part hereof (the "**Property**").

Grantor hereby releases any right, title or interest it may have to all reservations pursuant to Florida Statute 270.11.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to (a) taxes and assessments for the current year and subsequent years, governmental charges or levies not yet due and payable; and (b) zoning and building laws, ordinances or regulations and easements and other restrictions of record, but this reference shall not operate to reimpose same.

As a material part of the consideration for this conveyance, without which Grantor would not have executed this Deed, Grantee, for itself and its successor and assigns, hereby covenants and agrees that the Property shall be developed, constructed, and utilized for commercial use only and not residential use.

Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by or through Grantor.

TO HAVE AND TO HOLD unto Grantee and to the successors and assigns of Grantee in fee simple forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument on the day and year first above written.

NOTE: THIS IS AN EXHIBIT. DO NOT EXECUTE

WITNESSES:

____
(signature)

____
(print name)

Address:____________________________

____

____
(signature)

____
(print name)

Address:____________________________

____

CITY OF PALM COAST, FLORIDA, a Florida municipal corporation

By:__________________________________
Michael Norris, Mayor

ATTEST:

____
Kaley Cook, City Clerk

Date:________________________________

(SEAL)

Address: 160 Lake Avenue, Palm Coast, FL 32164

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of [_] physical presence or [_] online notarization, this _______ day of _____________, 20___, by Michael Norris, Mayor, of the City of Palm Coast, Florida, who is personally known to me.

____
Notary Public
Print Name:___________________
My Commission expires:

Exhibit A to Deed

08-12-31-6000-00010-0060, 08-12-31-6000-00010-0050, 08-12-31-6000-00010-0040, 08-12-31-6000-00010-0030, 08-12-31-6000-00010-0020, 08-12-31-6000-00010-0010, 08-12-31-6000-00040-0040, 08-12-31-6000-00040-0060, 08-12-31-6000-00040-0010, 08-12-31-6000-00040-0030, 08-12-31-6000-00030-0010, 08-12-31-6000-00030-0020, 08-12-31-6000-00030-0030, 08-12-31-6000-00030-0050, 08-12-31-6000-00030-0040, 08-12-31-6000-00020-0030, 08-12-31-6000-00050-0010, 08-12-31-6000-00050-0020, 08-12-31-6000-00050-0030, 08-12-31-6000-00050-0040, 08-12-31-6000-00050-0050, 08-12-31-6000-00050-0060, ROW.

EXHIBIT 'C"

Form of Affidavit

Affidavit

[Part III, Ch. 692 F.S. - Conveyances to Foreign Entities - By Entity Buyer]

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared ________________________________ ("Affiant") who deposes and says under penalties of perjury that:

(When used "Affiant" and "Buyer" include singular or plural as context so requires or admits.)

1. Affiant is the [state official capacity] of [state name/type/venue of entity], which is hereinafter referred to as "Buyer."
2. Buyer is purchasing or acquiring an interest in the following described real property:

   [Insert Legal Description]

3. Affiant has read the attached Notice and has been given the opportunity to consult with an attorney.
4. Buyer is (Initial which is applicable):

   ____ Not a Foreign Principal as defined in §692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.

   OR

   ____ A Foreign Principal as defined in sec §692.201, F.S. and is in compliance with the requirements set out in §692.202-205, F.S.

5. Affiant acknowledges the foregoing representations will be relied upon to establish compliance with the law.

NOTE: THIS IS AN EXHIBIT. DO NOT EXECUTE

____
(Affiant)

Print Name: ______________________________

Official Capacity: _________________________

Name of Buyer:

Address:

STATE OF ____________________
COUNTY OF ____________________

Sworn to (or affirmed) and subscribed before me by means of [_] physical presence or [_] online notarization this ___ day of _____, 20___, by_______________________ who [ ] is personally known or [ ] has produced ______________ as identification.

[Notary Seal]

____
Notary Public
Printed Name: _________________
My Commission Expires: ________

NOTICE: FLORIDA NOW RESTRICTS THE SALE OF PROPERTY TO FOREIGN PRINCIPALS (Secs. 692.202-205, F.S.)

THIS NOTICE DOES NOT APPLY TO CITIZENS OF THE UNITED STATES AND PERMANENT RESIDENT ALIENS.

CAUTION: THIS NOTICE IS NOT INTENDED TO PROVIDE LEGAL ADVICE. PERSONS WHO ARE OR MAY BE DEFINED AS "FOREIGN PRINCIPALS OF FOREIGN COUNTRIES OF CONCERN" SHOULD CONSULT WITH AN ATTORNEY BEFORE PURCHASING OR ACQUIRING ANY INTEREST IN REAL PROPERTY IN FLORIDA ON OR AFTER JULY 1, 2023. LAND ACQUIRED IN VIOLATION OF THIS LAW MAY BE FORFEITED TO THE STATE.

Effective July 1, 2023, *foreign principals* of these *foreign countries of concern* are prohibited from purchasing or acquiring any interest in certain types of Florida real property, subject to limited exceptions:

- The People's Republic of China
- The Russian Federation
- The Islamic Republic of Iran
- The Democratic People's Republic of Korea
- The Republic of Cuba
- The Venezuelan regime of Nicolás Maduro
- The Syrian Arab Republic
- Any agency of or any other entity of significant control of such foreign country of concern

BUYERS ARE A FOREIGN PRINCIPAL IF ANY OF THESE APPLY TO THEM:

(a) The government or any official of the government of a foreign country of concern;
(b) A political party or member of a political party or any subdivision of a political party in a foreign country of concern;
(c) A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, or a subsidiary of such entity;
(d) Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent resident of the United States, or
(e) Any person, entity, or collection of persons or entities, described in paragraphs (a) through (d) having a controlling interest in a partnership, association, corporation, organization, trust, or any other legal entity or subsidiary formed for the purpose of owning real property in Florida.

IF A BUYER IS A FOREIGN PRINCIPAL, FLORIDA LAW PROHIBITS THEM:

- From purchasing or acquiring any interest in real property in Florida classified as agricultural land[1] or within 5 miles of a military installation.[2]
- With limited exceptions, from purchasing or acquiring any interest in real property in Florida within 10 miles of a critical infrastructure facility or military installation[3]

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1 Agricultural land is defined to be that which has "agricultural classification" under F.S. 193.461.
2 "Military Installation" means a base, camp, post, station, yard, or center encompassing at least 10 contiguous acres that is under the jurisdiction of the Department of Defense or its affiliates. Sec. 692.201(5), F.S.
3 "Critical infrastructure facility" means any of the following, if it employs measures such as fences, barriers, or guard posts that are designed to exclude unauthorized persons:
(a) A chemical manufacturing facility.
(b) A refinery.
(c) An electrical power plant as defined in s. 403.031(20).
(d) A water treatment facility or wastewater treatment plant.
(e) A liquid natural gas terminal.
(f) A telecommunications central switching office.

- NOTE: Foreign principals of the People's Republic China are prohibited from purchasing or acquiring any interest in <u>any</u> real property in Florida regardless of its classification, subject to the Limited Residential Exception and Diplomatic Purposes Exception described below

CERTAIN EXCEPTIONS MAY APPLY:

- <u>Limited Residential Exception</u> - If the Buyer is a 'natural person' subject to the law, they may still purchase one residential real property, up to 2 acres in size, if all of the following apply:
  (a) The parcel is not on or within 5 miles of any military installation;
  (b) Buyer has a current verified United States visa that is not limited to authorizing tourist-based travel or official documentation confirming that the person has been granted asylum in the United States and such visa or documentation authorizes the person to be legally present in Florida;
  (c) The purchase is in the Buyer's name, i.e., the name of the person who holds the visa or official documentation described in paragraph (b), and
  (d) The Buyer is only entitled to one residential property as described above.
- <u>Diplomatic Purposes Exception</u> - The real property is for diplomatic purposes as recognized, acknowledged, or allowed by the Federal Government

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(g) A gas processing plant, including a plant used in the processing, treatment, or fractionation of natural gas.
(h) A seaport as listed in s. 311.09.
(i) A spaceport territory as defined in s. 331.303(18)
(j) An airport as defined in s. 333.01.

city of PALM COAST

Finance Department
Budget & Procurement Office

160 Lake Avenue
Palm Coast, FL 32164
386-986-3730

NOTICE OF INTENT TO AWARD

Project: REDEVELOPMENT OF CITY-OWNED PROPERTIES - RFSQ-ED-26-23

Date: 5/13/2026

Appeal Deadline: Appeals must be Filed by 5:00 PM on 5/18/2026

Firm	Final Ranking
The Sanders Trust	1
Devlan, LLC	2
City Construction, LLC	3

The intent of the City of Palm Coast is to award REDEVELOPMENT OF CITY-OWNED PROPERTIES - 8.5 Acre Site only to The Sanders Trust.

Cc: Contract Coordinator, Project Manager, BPO Manager, Financial Services Director, Department Director

For questions regarding this Notice of Intent to Award please contact: Shannon Nolan, Procurement Coordinator, at sknolan@palmcoastgov.com.

Bid protests shall be resolved in accordance with Section 2-29, Code of Ordinances, City of Palm Coast, Florida.

A proposer may protest the results of this intended award of this Bid within three (3) business days from the posting of this recommendation to award. The proposer must file a written protest explaining in detail the nature of the protest and the grounds upon which it is based.

Failure to file a written protest to the Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.

RFSQ-ED-26-23 - REDEVELOPMENT OF CITY-OWNED PROPERTIES

Project Overview

Project Details	
Reference ID	RFSQ-ED-26-23
Project Name	REDEVELOPMENT OF CITY-OWNED PROPERTIES
Project Owner	Shannon Nolan
Project Type	RFSQ
Department	Procurement
Current Spend	$0.00
Target Savings	0%
Budget	$0.00 - $0.00
Project Description	The City of Palm Coast, Florida invites qualified development teams to submit Request for Statement of Qualifications for the redevelopment of two City-owned parcels located within the Palm Coast Community Redevelopment Area (CRA). The sites consist of approximately 7.793 acres and 8.5 acres respectively. The City seeks experienced development partners capable of delivering high-quality projects that generate economic activity, employment opportunities, and long-term tax base growth.
Open Date	Apr 08, 2026 8:00 AM EDT
Intent to Bid Due	Apr 29, 2026 2:00 PM EDT

Close Date	Apr 30, 2026 2:00 PM EDT

Highest Scoring Supplier	Score
The Sanders Trust	**90.4 pts**

Seal status

Requested Information	Unsealed on	Unsealed by
Forms 1 -8	Apr 30, 2026 2:05 PM EDT	Shannon Nolan
Proposal	Apr 30, 2026 2:05 PM EDT	Shannon Nolan
Addendum 1 (Signed & Dated)	Apr 30, 2026 2:05 PM EDT	Shannon Nolan
References	Apr 30, 2026 2:05 PM EDT	Shannon Nolan
Financial Capability Form	Apr 30, 2026 2:05 PM EDT	Shannon Nolan

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation

Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Doug Akins	Apr 30, 2026 4:29 PM EDT	No
Tim Wilsey	May 04, 2026 11:17 AM EDT	No
Virginia Smith	Apr 30, 2026 4:28 PM EDT	No
Shannon Nolan	Apr 30, 2026 2:14 PM EDT	No
Craig McKinney	May 01, 2026 9:43 AM EDT	No
John Zobler	Apr 30, 2026 4:17 PM EDT	No

Project Criteria

Criteria	Points	Description
Forms 1 - 8	Pass/Fail	Forms 1 -8
Proposal	Pass/Fail	Proposal
Developer experience with comparable projects	25 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Financial capacity and ability to execute	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets

		Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Conceptual redevelopment vision	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Public benefit and economic impact	20 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good – Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Compatibility with CRA redevelopment objectives	15 pts	Unacceptable – No Response Provided or Information Does not Meet or Comply with Criteria 0 Poor – Partial submit or very limited info meets requirements 1 Below Standard – Mostly does not meet requirements 2 Marginal – Partially Meets Criteria 3 Average – Barely Meets Requirements 4 Above Average – Meets Requirements 5 Good – Slightly above Requirements 6 Very Good –

		Meets Requirements with partial that exceed 7 Well above average – Meets Requirements with majority that exceed 8 Excellent – Exceeds Requirements 9 Outstanding – Far Exceeds Requirements 10
Addenda	Pass/Fail	Addendum Submitted
Total	**100 pts**	

Scoring Summary

Active Submissions

	Total	Forms 1 - 8	Proposal	Developer experience with comparable projects	Financial capacity and ability to execute
Supplier	**/ 100 pts**	**Pass/Fail**	**Pass/Fail**	**/ 25 pts**	**/ 20 pts**
The Sanders Trust	90.4 pts	Pass	Pass	23 pts	18 pts
Devlan LLC	60.6 pts	Pass	Pass	12 pts	10 pts
City Construction, LLC.	13.4 pts	Pass	Fail	0.5 pts	4 pts

	Conceptual redevelopment vision	Public benefit and economic impact	Compatibility with CRA redevelopment objectives	Addenda
Supplier	**/ 20 pts**	**/ 20 pts**	**/ 15 pts**	**Pass/Fail**
The Sanders Trust	17.2 pts	18.4 pts	13.8 pts	Pass
Devlan LLC	15.6 pts	12.8 pts	10.2 pts	Pass
City Construction, LLC.	4.4 pts	2.4 pts	2.1 pts	Pass