

City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item: G.14

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount
Org/Account # 2106 Fund

Subject: RESOLUTION 2026-XX APPROVING THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM PROJECT AGREEMENT (FL-PC-26-40) FOR THE DESIGN OF ST. JOE WATERWAY TRAIL PHASE I

Presenter: Eric Gebo, Architect

Attachments:

1. Resolution
2. Florida Inland Navigation District Project Agreement

Background:

The City would like to continue to provide affordable and enjoyable options for cultural, educational, recreation and leisure-time opportunities by moving forward with the design of St. Joe Waterway Trail Phase I.

The estimated total design cost for phase I, is \$840,000 of which \$420,000 was requested through FIND as part of their grant program. The City's current grant application has been reviewed by FIND and the City has been awarded \$420,000 for the St. Joe Waterway Trail Phase I Project.

This agenda item is to request approval to execute a FIND waterways assistance grant program project agreement (FL-FB-26-40) for St. Joe Waterway Trail Phase I Project.

Recommended Action:

ADOPT RESOLUTION 2026-XX APPROVING THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM PROJECT AGREEMENT (FL-FB-26-40) FOR THE DESIGN OF ST. JOE WATERWAY TRAIL PHASE I

RESOLUTION 2026-____
FLORIDA INLAND NAVIGATION DISTRICT PROJECT AGREEMENT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM (WAP) PROJECT AGREEMENT (FL-PC-26-40) FOR THE PHASE 1 DESIGN OF ST. JOE WATERWAY TRAIL PROJECT; AUTHORIZING THE CITY MANAGER, OR DESIGNEE TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to design St. Joe Waterway Trail Phase I; and

WHEREAS, the City of Palm Coast has applied for a grant to help defray the design costs for the above-mentioned project; and

WHEREAS, the Waterways Assistance Program (WAP) grant by the Florida Inland Navigation District (FIND) has awarded a grant to the City of Palm Coast for a 50% match of the estimated project design cost.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. LEGISLATIVE AND ADMINISTRATIVE FINDINGS. The above recitals (whereas clauses) are hereby adopted as the findings of the City Council of the City of Palm Coast.

SECTION 2. APPROVAL OF PROJECT AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Project agreement (FL-PC-26-40) for the design of St. Joe Waterway Trail Phase I project.

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. SEVERABILITY. It is hereby declared to be the intention of the City Council 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 adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 20th day of October 2026.

ATTEST:

CITY OF PALM COAST

KALEY COOK, CITY CLERK

MICHAEL NORRIS, MAYOR

APPROVED AS TO FORM AND LEGALITY

MARCUS DUFFY, CITY ATTORNEY

Attachment: Exhibit "A" Project Agreement (Fl-PC-26-40)

**FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT**

PROJECT NO. FL-FB-26-40

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and the City of Palm Coast, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT** - Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the St. Joe Waterway Trail Ph I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2028 ("PROJECT PERIOD")**, unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2029. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2028, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute (“ASSISTANCE AMOUNT”) no more than fifty percent (50%) (“MATCHING PERCENTAGE”) of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate (“PROJECT COSTS”) and meeting the requirements of Section 5 below and shall not, in any event, exceed \$420,000.00.

Any modifications to the PROJECT’s Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT’s Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT’s program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit H, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of

payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a “DIRECT PROVIDER”) to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR’s obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS** - The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION** - The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** - Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit I) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

City of Palm Coast
Attention: Stormwater and Engineering Department
160 Lake Avenue
Palm Coast, FL 32164

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement

from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

30. **COUNTERPARTS AND ELECTRONIC SIGNATURES** - This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same CONTRACT/AGREEMENT. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed CONTRACT/AGREEMENT upon request.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

City of Palm Coast

By: _____
Title: _____

Date: _____

EXHIBIT A

Waterway Assistance Program FY2026

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	St. Joe Waterway Trail - Phase 1
Applicant:	City of Palm Coast

Project Elements <i>(Please list the MAJOR project elements and provide general costs for each one.)</i>	Total Estimated Cost	Applicant's Cost (To the nearest \$50)	FIND Cost (To the nearest \$50)
Project Design	\$ 840,000	\$ 420,000	\$ 420,000

**TOTALS =	\$ 840,000	\$ 420,000	\$ 420,000
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EXHIBIT B 2026
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001	Purpose
66B-2.002	Forms
66B-2.003	Definitions
66B-2.004	Policy
66B-2.005	Funds Allocation
66B-2.006	Application Process
66B-2.0061	Emergency Applications
66B-2.007	Application Form (Repealed)
66B-2.008	Project Eligibility
66B-2.009	Project Administration
66B-2.010	Project Agreement (Repealed)
66B-2.011	Reimbursement
66B-2.012	Accountability
66B-2.013	Acknowledgement
66B-2.014	Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015	Small-Scale Derelict Vessel Removal Projects
66B-2.016	Waterways Cleanup Events

66B-2.001 Purpose.

Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.

All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.

The basic terms utilized in this rule are defined as follows:

- (1) "APPLICANT" means an eligible governmental agency submitting an application through this program.
- (2) "APPLICATION" means a project proposal with the required documentation.
- (3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.
- (4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.
- (5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.
- (6) "DISTRICT" means the Florida Inland Navigation District (FIND).
- (7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.
- (8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) "EXECUTIVE DIRECTOR" means the Executive Director of the Florida Inland Navigation District.

(10) "LIAISON AGENT" means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) "LOCAL GOVERNMENTS" means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) "MARITIME MANAGEMENT PLAN" means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) "MATCHING FUNDS" means those funds provided by the local sponsor to the project.

(14) "MEMBER COUNTY" means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) "NAVIGATION RELATED DISTRICTS" means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) "PRE-AGREEMENT COSTS" means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) "PROGRAM" means the Florida Inland Navigation District Waterways Assistance Program.

(18) "PROGRAM FUNDS" means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) "PROJECT" means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) "PROJECT AGREEMENT" means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) "PROJECT MAINTENANCE" means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) "PROJECT MANAGER" means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) "PROJECT PERIOD" means the approved time during which costs may be incurred and charged to the funded project.

(24) "PROJECT SPONSOR" means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) "PUBLIC BUILDING" means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) "PUBLIC MARINA" means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) "PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS" means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District's waterways to serve the infrastructure needs of the District's waterway users.

(28) "WATERWAYS" means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways. Solely for the purpose of navigation channel dredging, man-made canals shall be considered eligible waterways provided they are owned by or dedicated to a governmental entity and connect to the Atlantic Intracoastal Waterway.

(29) "WATERWAY RELATED ENVIRONMENTAL EDUCATION" means an interdisciplinary holistic process by which the

learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21, 1-26-26.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History—New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: <http://www.flrules.org/Gateway/reference.asp?No=Ref-17820>, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and

work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversely impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as boat ramp, marina or pier) will be prioritized according to the associated use. Dredging of a canal or channel not associated with another use (such as a boat ramp, marina or pier) that does not provide access to at least one publicly accessible launching, mooring or docking facility will be prioritized as "other waterway related project".

In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History—New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25, 1-26-26.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: <https://flrules.org/Gateway/reference.asp?No=Ref-17821>, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17822>, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18021>, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-17824>, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at <https://flrules.org/Gateway/reference.asp?No=Ref-17825>, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the

applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) **Interlocal Agreements:** Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) **Application Presentations:** Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) **Application Evaluation and Rating Score:** Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) **Funding Determination:** The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) **Eligible Projects:** Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites

and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding except that a county with a population under 250,000 according to the Florida Office of Economic and Demographic Research shall be eligible for 50% funding for navigation dredging projects. In addition, navigation dredging projects in man-made canals shall require the following:
 - a. the local government sponsor shall have an approved placement facility for storage, processing and/or disposal of dredged material;
 - b. the local government sponsor shall establish a long term dredge material management plan for the public man-made canals in its jurisdiction; and
 - c. the local government sponsor shall provide at least fifty percent (50%) of the required matching funds through general taxes or special assessment of the benefitted properties.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

- a. Project management, administration and inspection,
- b. Design, permitting, planning, engineering or surveying costs for completed construction project,
- c. Restoration of sites disturbed during the construction of an approved project,
- d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of \$125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. Any change in such dedication shall require the prior approval of the District. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not

address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History—New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the project sponsor of a request for extension to the District no later than July of fiscal year two of the approved project. This request will then be considered by the District Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year. For projects in the categories of: (i) acquisition of public commercial/industrial waterway access; (ii) acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities; (iii) acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities; (iv) public fishing and viewing piers; (v) and public waterfront parks and boardwalks and associated improvements; the project agreement shall include a provision that in the event the project sponsor initiates, applies for, adopts, approves, or otherwise implements any new or expanded restrictions on public boating access in proximity to the project ("Public Boating Restrictions") during the project period, or for a period of twenty (20) years following completion of the project, without the prior written consent of the District, the project sponsor shall immediately refund the full assistance amount awarded under the agreement. Public Boating Restrictions under this rule shall include, but are not limited to, restrictions or limitations on operating, anchoring, vessel size or type, public access, mooring, or other navigational uses not previously in effect as of the date of the agreement. The distance from the project that Public Boating

Restrictions shall require a refund will be determined on a case-by-case basis taking into account the nature of the project and the distance from the channel of the Intracoastal Waterway.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on FIND Form 25-40, Assistance Program Project Quarterly Status Report, (effective date 1-1-26), hereby incorporated by reference at <http://flrules.org/Gateway/reference.asp?No=Ref-18986> and available from the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) FIND Form No. 25-45 Project Completion Certificate (effective date 1-1-26), hereby incorporated by reference at <http://flrules.org/Gateway/reference.asp?No=Ref-18987> and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21, 1-26-26.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Payment

Reimbursement Request Form and required supporting documents submitted on FIND Form No. 25-50 Payment Reimbursement Form (effective date 1-1-26), hereby incorporated by reference at <https://flrules.org/Gateway/reference.asp?No=Ref-18988> and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

- (a) The percentage total of project funding that the Board has agreed to fund, or
- (b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11, 1-26-26.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the

District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02 Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 1-1-26), hereby incorporated by reference at <http://flrules.org/Gateway/reference.asp?No=Ref-18990> and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to \$20,000 per project, not to exceed \$60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History--New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25, 1-26-26.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels as defined in section 823.11, Florida Statute, within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 Small-Scale Derelict Vessel Removal Program Application (effective date 1-1-26), hereby incorporated by reference at <http://flrules.org/Gateway/reference.asp?No=Ref-18991> and available from the District office, and FIND Form No. 01-06 Small-Scale Derelict Vessel Removal Program – Project Cost Estimate (effective date 1-1-26), hereby incorporated by reference at <http://flrules.org/Gateway/reference.asp?No=Ref-18992> and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal

for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to \$150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to \$5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional \$5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional \$1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway

collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History—New 3-7-11.

EXHIBIT C
FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor: _____

Project Title: _____ Project #: _____

Source of Matching Funds: _____

Amount of Matching Funds: _____

I hereby certify that the above referenced project Sponsor, as of October 01, 20____, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGATION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:			
Project Sponsor (Grantee):			
Reimbursement Request # (or final):			Notes for clarification of this Reimbursement Request:
Grant Amount			
Previous Total Payments			
Previous Total Retainage Held by FIND			
Available Balance	\$ 0.00		
Funds Requested for this Payment			
10% FIND Retainage (Unless Final)			
Check Amount	\$ 0.00		
Grant Amount	\$ 0.00		
All Payments + All FIND Paid Retainage	\$ 0.00		
Remaining Balance	\$ 0.00		

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

[illegible]

Certification for Reimbursement: I certify that the above expenses were necessary and reasonable for the accomplishment of the approved project and that these expenses are in accordance with Exhibit "A" of the Project Agreement. *

Project Liaison

*S 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification



Sponsor: _____

Project Title: _____ Project #: _____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name: _____

Project Liaison Signature: _____

Date: _____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F
FLORIDA INLAND NAVIGATION DISTRICT
 ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT



Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		Due December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	
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Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
 Example: DA-MI-25-499 Marine ~~CD~~ Docks 4th Quarter Report 2026

EXHIBIT G
FLORIDA INLAND NAVIGATION DISTRICT
ACH Authorization FORM
CREDIT/DEBIT AUTHORIZATION FORM



I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

Project Number:	
Project Name:	

Financial Institution Information

Bank Name:			
Branch Address:			
		FL	
	City	State	Zip

Organization/Business/Agency Information

Name of Organization:			
Organization Address:			
	City	State	Zip

Name of Signer:			
Signature:		Date:	
Contact Phone #:			
Email Address:			

Financial Institution Routing Number:	
---------------------------------------	--

Checking/Savings Account Number:	
----------------------------------	--

Federal Tax Identification Number:	
------------------------------------	--

EXHIBIT H ASSISTANCE PROJECT SCHEDULE

OCTOBER 2026-	Project Agreement Executed, Project Initiates.
DECEMBER 30, 2026-	First Quarterly Report Due. Use Quarterly Status Report Form Exhibit F: https://aicw.org/ grant_and_assistance_programs/ waterway_assistance_programs_wap/index.php
MARCH 30, 2027-	Second Quarterly Report Due.
JUNE 30, 2027-	Third Quarterly Report Due.
SEPTEMBER 30, 2027-	Fourth Quarterly Report Due.
DECEMBER 30, 2027-	Fifth Quarterly Report Due.
MARCH 30, 2028-	Sixth Quarterly Report Due.
JUNE 30, 2028-	Seventh Quarterly Report Due.

NOTE: If the project will not be completed and all close out paperwork submitted by September 30, 2028, a request for a 1-year extension of the completion date of the project should be submitted with the June 2028 quarterly report.

SEPTEMBER 1-30, 2028- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.
6. ACH Authorization Form, Exhibit G, must be included in the closeout package for reimbursement processing.

SEPTEMBER 30, 2028 - End of Grant. All work must be completed and closeout paperwork submitted. October 2028- finish processing closeout paperwork, perform project inspection and submit final ACH reimbursement request and coordinates check presentation with sponsor.

NOTE: ANY MODIFICATIONS to the PROJECT shall require advance notice and prior written approval of the District. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT I

<https://aicw.org/resources/logos.php>



City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item: .1

Department FINANCE Division FINANCE	Amount \$11,000,000.00 Org/Account #
Subject: RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED \$11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA	
Presenter: Helena Alves, CGFO,CIA,MBA, Director of Finance	
Attachments: 1. Resolution 2. Taxable Non Ad Valorem Revenue Note Series 2026 Presentation	
Background: As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the “RFP”) to provide funding, along with other available funds of the City, for the acquisition of certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance. By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders; SouthState Bank, Truist Bank, and Wells Fargo Bank. Based upon the three (3) proposals received, Wells Fargo Bank is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice).	
Recommended Action: APPROVE RESOLUTION 2026-XX AUTHORIZING A TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026 BANK LOAN FROM WELLS FARGO BANK NOT TO EXCEED \$11,000,000 FOR THE PURPOSE OF ACQUIRING CERTAIN REAL PROPERTY LOCATED WITHIN THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA	

RESOLUTION NO. 2026-__
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL AGREEMENT WITH THE CITY OF PALM COAST, FLORIDA, PROVIDING FOR THE PAYMENT BY THE AGENCY TO THE CITY OF TAX INCREMENT REVENUES DERIVED FROM THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AREA IN AMOUNTS SUFFICIENT TO PAY DEBT SERVICE ON THE CITY'S TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026; APPROVING THE PLEDGE OF SUCH TAX INCREMENT REVENUES TO THE CITY; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast, Florida (the "City") created the State Road 100 Corridor Community Redevelopment Agency (the "Agency") pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"), as a legal entity separate, distinct, and independent from the City Council, to carry out community redevelopment within the State Road 100 Corridor Community Redevelopment Area (the "Redevelopment Area") in accordance with the State Road 100 Corridor Community Redevelopment Plan (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"); and

WHEREAS, the City is acquiring certain real property located within the Redevelopment Area (the "Project"), in furtherance of the redevelopment purposes of the Redevelopment Plan; and

WHEREAS, the City has determined to finance the Project by obtaining a taxable non-revolving line of credit (the "Loan") from Wells Fargo Bank, National Association (the "Bank") pursuant to a Taxable Non-Revolving Credit Agreement between the City and the Bank (the "Loan Agreement"), as authorized by a resolution adopted by the City Council on October 20, 2026 (the "City Resolution"), and the City's obligation to repay the Loan will be evidenced by the City's Taxable Non-Ad Valorem Revenue Note, Series 2026 (the "Series 2026 Note"); and

WHEREAS, the Series 2026 Note will be payable from non-ad valorem revenues of the City budgeted, appropriated and deposited in accordance with the Loan Agreement, and the City has requested that the Agency pay to the City, from tax increment revenues deposited in the redevelopment trust fund (the "Redevelopment Trust Fund") established for the Redevelopment Area (the "Increment Revenues"), amounts sufficient to pay the principal of and interest on the Series 2026 Note and the other amounts payable by the City under the Loan Agreement; and

WHEREAS, the Redevelopment Plan, as amended, authorizes the use of Increment Revenues for the acquisition of the Project and for the payment of indebtedness incurred by the City to finance the Project, and Section 163.387(6)(c), Florida Statutes, authorizes the Agency to expend moneys in the redevelopment trust fund for the acquisition of real property in the redevelopment area and for the repayment of principal and interest on loans, advances, bonds, and any other form of indebtedness; and

WHEREAS, the obligation of the Agency under the Interlocal Agreement (as hereinafter defined) to pay Increment Revenues to the City over a period of years constitutes a "bond" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond payable from and secured by Increment Revenues under Section 163.385, Florida Statutes, the issuance of which the City Council, as the governing body, has authorized by the City Resolution; and

WHEREAS, the City provided notice of its intent to approve the Series 2026 Note and the Interlocal Agreement by registered mail to each taxing authority which levies ad valorem taxes on taxable real property contained within the Redevelopment Area, at least 15 days before such action, pursuant to Section 163.346, Florida Statutes; and

WHEREAS, the Agency desires to enter into an interlocal agreement with the City providing for the payment to the City of amounts due on the Series 2026 Note from the Increment Revenues and the pledge of the Increment Revenues to the City (the "Interlocal Agreement"), the substantially final form of which is attached hereto as Exhibit A.

BE IT RESOLVED BY THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. AUTHORITY; FINDINGS. This Resolution is adopted pursuant to the Redevelopment Act, including Sections 163.385 and 163.387, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, and other applicable provisions of law. The recitals set forth above are incorporated herein as findings of the Agency. The Agency finds that the Interlocal Agreement, the Project and the expenditures contemplated thereby serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Redevelopment Area pursuant to the Redevelopment Plan.

SECTION 2. APPROVAL OF INTERLOCAL AGREEMENT. The form of the Interlocal Agreement, attached hereto as Exhibit A, is hereby approved. The Interlocal Agreement, with such omissions, insertions and variations as may be necessary and/or desirable and approved by the Chair prior to the execution thereof, which necessity and/or desirability and approval shall be presumed by the Agency's execution of the Interlocal Agreement, shall be executed in the name of the Agency by the Chair and attested by the Secretary.

SECTION 3. OBLIGATION TO REPAY CITY.

(A) The City's issuance of the Series 2026 Note is hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the City Resolution, the Loan Agreement and the Series 2026 Note.

(B) The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due under the Series 2026 Note, the City Resolution and the Loan Agreement, including payment of the principal of and interest on the Series 2026 Note. The Agency hereby pledges the Increment Revenues to the City and shall pay the amounts due hereunder from Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Increment Revenues are insufficient to fully pay the principal of and interest on the Series 2026 Note all in accordance with the City Resolution and Loan Agreement, and the City has budgeted, appropriated and used any Non-Ad Valorem Revenues for the payment thereof in accordance with the terms of the Loan Agreement (an "Advance"), the Agency shall repay such Advance and pay interest on such Advance at the same interest rate due on the Series 2026 Note. The obligations of the Agency described in this Section are cumulative and shall continue until amounts due hereunder and under the City Resolution and Loan Agreement are fully paid by the Agency.

(C) The obligation to transfer the Increment Revenues to the City to pay the amounts due on the Series 2026 Note shall survive the date on which the Series 2026 Note is no longer due and owing under the Loan Agreement.

(D) Any Increment Revenues received by the Agency in excess of the amount necessary to pay the City the amounts set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

(E) In order to secure its indebtedness to the City for the Series 2026 Note, the Agency hereby pledges the Increment Revenues to the City; provided, however, such pledge is junior and subordinate to the lien on the Increment Revenues securing the Agency's Redevelopment Refunding Revenue Note, Series 2014, issued pursuant to Agency Resolution No. 2014-2, as provided in the Interlocal Agreement.

(F) The Agency is presently entitled to receive the Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Increment Revenues, and the Agency will diligently enforce the obligation of any Taxing Authority to appropriate its proportionate share of the Increment Revenues and will not take, or consent to or adversely permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Increment Revenues, impair or adversely affect in any manner the deposit of such Increment Revenues in the Redevelopment Trust Fund, or the pledge of such Increment Revenues hereby to the extent as described herein. The Agency and the City shall be unconditionally and irrevocably obligated so long as the Series 2026 Note is outstanding, and until the payment in full by the Agency of its indebtedness to the City for the Series 2026 Note, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Increment Revenues or other funds required by this Agreement.

(G) The obligations of the Agency arising under the Interlocal Agreement and this Resolution shall not constitute a general obligation or indebtedness of the Agency or a pledge of the faith and credit of the Agency, and the Agency has no taxing power. Such obligation shall mature not later than the date permitted by Section 163.385(1)(a), Florida Statutes.

SECTION 4. BUDGET. The Agency shall include in its annual budget for each fiscal year, by amendment if necessary, commencing with the fiscal year ending September 30, 2027, amounts of Increment Revenues sufficient to make the payments required under the Interlocal Agreement.

SECTION 5. FURTHER ACTIONS. The Chair, the Vice-Chair, the Executive Director, the Secretary, the Agency Attorney, and all other officers, employees and agents of the Agency are hereby authorized to take all such actions and to execute and deliver all such certificates and other documents as may be necessary or desirable to carry out the intent of this Resolution and the Interlocal Agreement.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 20th day of October, 2026.

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT AGENCY

Chair

ATTEST:

Secretary

EXHIBIT A

FORM OF INTERLOCAL AGREEMENT

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT is made and entered into as of October 29, 2026 (herein, the "Agreement"), by and between the STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a community redevelopment agency and a public instrumentality, duly created pursuant to the Community Redevelopment Act of 1969, Part III, Chapter 163, Florida Statutes, as amended (hereinafter referred to as the "Agency"), and the CITY OF PALM COAST, FLORIDA, a municipal corporation of the State of Florida (hereinafter referred to as the "City");

WITNESSETH:

WHEREAS, the City Council of the City (the "City Council") created the Agency pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"), as a legal entity separate, distinct, and independent from the City Council, to carry out community redevelopment within the State Road 100 Corridor Community Redevelopment Area (the "Redevelopment Area") in accordance with the State Road 100 Corridor Community Redevelopment Plan (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"); and

WHEREAS, City [Resolution] [Ordinance] No. [____] established the boundaries of the State Road 100 Community Redevelopment Area (as may be amended from time to time, the "Redevelopment Area") and approved the [State Road 100 Community Redevelopment Plan] (as amended from time to time, including by the amendment approved on October 6, 2026, the "Redevelopment Plan"), pursuant to the Redevelopment Act; and

WHEREAS, City Ordinance No. 2004-13, as amended and supplemented from time to time, established a community redevelopment trust fund (the "Redevelopment Trust Fund") for the purpose of carrying out redevelopment in the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the City is acquiring certain real property located within the Redevelopment Area, as more particularly described in the Resolution (as hereinafter defined) (the "Project"), in furtherance of the redevelopment purposes of the Redevelopment Plan; and

WHEREAS, the City has determined to finance the Project by obtaining a taxable non-revolving line of credit (the "Loan") from Wells Fargo Bank, National Association (together with its successors and assigns, the "Bank") pursuant to a Taxable Non-Revolving Loan Agreement between the City and the Bank (the "Loan Agreement"), as authorized by a resolution adopted by the City Council on October 20, 2026 (the "Resolution"); and

WHEREAS, the City's obligation to repay the Loan is evidenced by the City's Taxable Non-Ad Valorem Revenue Note, Series 2026 (the "Series 2026 Note"), which matures on October

1, 2029, and which is payable from Non-Ad Valorem Revenues of the City budgeted, appropriated and deposited in accordance with the Loan Agreement; and

WHEREAS, the Redevelopment Plan, as amended on October 6, 2026, authorizes the use of tax increment revenues deposited in the Redevelopment Trust Fund with respect to the Redevelopment Area (the "Increment Revenues") for the acquisition of the Project and for the payment of indebtedness incurred by the City to finance the Project; and

WHEREAS, the City and the Agency desire to enter into this Agreement to memorialize the terms by which the Agency shall pay and/or reimburse the City for obligations incurred with respect to the Project by paying to the City, from Increment Revenues, amounts equal to the principal of and interest on the Series 2026 Note and all other amounts due and owing by the City under the Loan Agreement (as hereinafter defined); and

WHEREAS, the City provided notice of its intent to approve this Agreement and thereby authorize the Agency's pledge of the Increment Revenues to the City for payment of the Series 2026 Note, by registered mail, to each taxing authority which levies ad valorem taxes on taxable real property contained within the Redevelopment Area, at least 15 days before such action, pursuant to Section 163.346 of the Redevelopment Act; and

WHEREAS, the City and the Agency hereby determine that this Agreement, the issuance of the Series 2026 Note, the Project and the expenditures contemplated hereunder serve public purposes and are appropriate and necessary undertakings in furtherance of redeveloping the Redevelopment Area pursuant to the Redevelopment Plan; and

WHEREAS, the Increment Revenues are pledged to the payment of the Agency's Redevelopment Refunding Revenue Note, Series 2014 (the "Series 2014 Note") pursuant to Agency Resolution No. 2014-2 adopted on January 21, 2014 (the "2014 Note Resolution"), and, except with regard to the Series 2014 Note and the Agency's obligations pursuant to this Agreement, the Increment Revenues are not subject to any other pledge or lien.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into the terms of this Agreement.

2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement. In addition, the following terms shall have the following meanings:

"Fiscal Year" means the period commencing on October 1 of each year and ending on the succeeding September 30.

"Obligations" means the Series 2026 Note.

"Taxing Authority" means each public body required to appropriate and deposit increment revenues into the Redevelopment Trust Fund pursuant to Section 163.387, Florida Statutes.

3. Authority. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, the Redevelopment Act, including Sections 163.385 and 163.387 thereof, Chapter 166, Florida Statutes, and other applicable provisions of law. The obligation of the Agency under this Agreement to pay Increment Revenues to the City constitutes a "bond" within the meaning of Section 163.340(14), Florida Statutes, and a redevelopment revenue bond of the Agency payable from and secured by the Increment Revenues under Section 163.385, Florida Statutes, the issuance of which has been authorized by the City Council, as the governing body, by the Resolution, and approved by the governing body of the Agency by resolution adopted on October 20, 2026.

4. Obligation to Repay City.

A. The City's execution and delivery of the Loan Agreement and issuance of the Series 2026 Note are hereby acknowledged by the Agency, and the Agency hereby confirms, consents to and accepts the terms thereof and as set forth in the Resolution, the Loan Agreement and the Series 2026 Note.

B. The Agency hereby covenants to fund, pay, reimburse and repay the City the amounts due with respect to the Obligations, including the principal of and interest on the Series 2026 Note and all fees and other amounts payable by the City under the Loan Agreement. The Agency shall pay the amounts due hereunder from Increment Revenues or from any other funds of the Agency legally available for such purpose. To the extent that the Increment Revenues are insufficient to pay such amounts in full, and the City has budgeted, appropriated and used Non-Ad Valorem Revenues or other funds of the City for the payment thereof in accordance with the Loan Agreement (each, a "City Payment"), the Agency shall repay each City Payment, together with interest thereon from the date of such City Payment until repaid at the same interest rate borne by the Series 2026 Note. The Agency acknowledges that the entire principal amount of the Series 2026 Note is due on October 1, 2029, and that the City expects to pay such principal from the Increment Revenues or other funds of the City; any such principal paid by the City from Non-Ad Valorem Revenues or other funds of the City shall constitute a City Payment. The obligations of the Agency described in this Section are cumulative and shall continue until all amounts due hereunder are fully paid by the Agency.

C. The obligation to transfer the Increment Revenues to the City to pay the amounts due hereunder shall survive the date on which the Series 2026 Note is no longer due and owing under the Loan Agreement, until all City Payments, together with interest thereon, have been repaid to the City.

D. Any Increment Revenues received by the Agency in excess of the amount necessary to pay the City the amounts set forth above may be retained by the Agency and used for any lawful purpose of the Agency.

E. In order to secure its indebtedness to the City hereunder, the Agency hereby pledges to the City the Increment Revenues, which pledge shall be junior, inferior and subordinate in all respects to the lien on and pledge of the Increment Revenues securing the Series 2014 Note and any other note or debt obligation issued by the Agency to a lender or creditor other than the City (collectively, the "Senior Agency Notes"). The City has not pledged, and nothing herein shall be construed as a pledge by the City of, the Increment Revenues or any amounts received by the City hereunder to the payment of the Series 2026 Note or to the Bank, except to the extent the City deposits amounts received hereunder in the debt service fund established under the Loan Agreement, in which case such amounts shall be pledged as provided in the Loan Agreement.

F. The Agency is presently entitled to receive the Increment Revenues to be deposited in the Redevelopment Trust Fund, and has taken all action required by law to entitle it to receive such Increment Revenues, and the Agency will diligently enforce the obligation of each Taxing Authority to appropriate its proportionate share of the Increment Revenues and will not take, or consent to or permit, any action which will impair or adversely affect the obligation of each such Taxing Authority to appropriate its proportionate share of such Increment Revenues, impair or adversely affect in any manner the deposit of such Increment Revenues in the Redevelopment Trust Fund, or impair the pledge of such Increment Revenues made hereby. The Agency and the City shall be unconditionally and irrevocably obligated, so long as any amounts remain payable by the Agency hereunder, to take all lawful action necessary or required in order to ensure that each such Taxing Authority shall appropriate its proportionate share of the Increment Revenues as now or later required by law, and to make or cause to be made any deposits of Increment Revenues or other funds required by this Agreement.

G. The Agency shall include in its annual budget for each Fiscal Year amounts sufficient to make the payments required hereunder. To the extent any moneys remain in the Redevelopment Trust Fund at the end of any fiscal year while amounts remain payable by the Agency hereunder, the Agency shall, to the extent permitted by Section 163.387(7), Florida Statutes, apply such moneys to, or place them in escrow for, the payment of its obligations hereunder.

H. The City and the Agency acknowledge that the obligation of the Taxing Authorities to deposit increment revenues in the Redevelopment Trust Fund, and the Agency's ability to pledge Increment Revenues, are subject to the time limitations of Sections 163.387(2)(a) and 163.385(1)(a), Florida Statutes, and to the term of the Redevelopment Area.

I. So long as the Senior Agency Notes remain outstanding, the payments required of the Agency hereunder in any Fiscal Year shall be made only from Increment Revenues remaining after the Agency has made all deposits and payments then required under the Senior Agency Notes. Nothing in this Agreement shall be construed to permit any action that would impair the rights of the holder of the Senior Agency Notes.

5. Effective Date; Term; Filing. This Agreement shall take effect upon its execution by the City and the Agency. This Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, as required by Section 163.01(11), Florida Statutes, and shall remain in effect until all amounts payable by the Agency hereunder have been paid in full.

6. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

7. Applicable Provisions of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion in which any such word is used.

9. Captions. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

10. City Council Members of the City Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any City Council members of the City, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the City Council members of the City, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such City Council member of the City, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement and the issuance of the Series 2026 Note on the part of the City.

11. Board Members of the Agency Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Agreement or the Series 2026 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any board members of the Agency, as such, of the Agency, past, present or future, either directly or through the Agency it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the board members of the governing board of the Agency, as such, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such board member of the Agency, as such, are waived and released as a condition of, and as a consideration for, the execution of this Agreement.

12. Obligations Limited. By execution of this Agreement, the Agency hereby consents to all the provisions of the Series 2026 Note, the Resolution and the Loan Agreement. The obligation to pay to the City the amounts due hereunder shall not be deemed to constitute a debt of the Agency or a pledge of the faith and credit of the Agency, but such obligation shall be payable solely from the Increment Revenues to be received by the Agency pursuant to the Redevelopment Act and from any other funds of the Agency legally available therefor. The Agency has no taxing power.

13. Amendments. This Agreement may be amended only by a written instrument approved by the City Council and the governing body of the Agency and executed by both parties, and any amendment shall be filed in the same manner as this Agreement.

14. No Third-Party Beneficiaries. This Agreement is solely for the benefit of the City and the Agency. Nothing in this Agreement, expressed or implied, is intended to or shall confer upon the Bank, any holder of the Series 2026 Note, or any other person any right, remedy or claim under or by reason of this Agreement.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties to this Agreement have caused their names to be affixed hereto by the proper officers thereof as of the day and year first written above.

CITY OF PALM COAST, FLORIDA

(SEAL)

Mayor

City Clerk

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY

Chair

ATTEST:

Secretary

[Signature Page to Interlocal Agreement]

CITY OF PALM COAST,
FLORIDA
TAXABLE NON-AD
VALOREM REVENUE
NOTE, SERIES 2026



CITY OF PALM COAST, FLORIDA TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

OCTOBER 20, 2026

Hilltop Securities Inc.
450 S. Orange Avenue, Suite 225
Orlando, Florida 32801

OVERVIEW OF THE BANK LOAN RFP

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- As financial advisor, HilltopSecurities assisted the City with a request for bank loan proposals (the “RFP”) to provide funding, along with other available funds of the City, for the acquisition of certain acquire certain real property located within the State Road 100 Corridor Community Redevelopment Area and paying costs of issuance
- Taxable variable rate was requested for the borrowing
 - Non-revolving line of credit, taxable variable interest rate for the entire term of the loan
 - Not to exceed \$15,000,000 line of credit size requested (final loan size of \$11,000,000)
 - Principal due at maturity on October 1, 2029 (~3-years)
- The RFP requested the ability to prepay all or a portion of the loan without penalty
- Security for the loan includes a covenant to budget and appropriate from all legally available non-ad valorem revenues of the City
- By the due date for the RFP on September 17, 2026, the City received a total of three (3) responses from the following lenders:
 - SouthState Bank
 - Truist Bank
 - Wells Fargo Bank

THE PROPOSED SERIES 2026 RESOLUTION

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

- Based upon the three (3) proposals received, **Wells Fargo Bank** is being recommended for the proposed loan. This is based upon the lowest proposed current taxable variable interest rate and the ability to prepay amounts drawn on the loan without penalty prior to maturity (with a 15-day notice)
 - Advances shall bear interest at a taxable variable rate per annum equal to Daily Simple SOFR plus 0.56% (subject to adjustment as provided in the credit agreement)
 - The City can make advances on the loan in minimum amounts of \$250,000 and no more than one advance per month
 - Unused (undrawn) amounts are subject to an unused fee of 0.24% per annum. If the City reduces the available commitment amount prior to the first anniversary date, the City will owe an early termination fee equal to the remaining unused fee on the reduced amount through the first anniversary (this does not apply to early prepayments)
- The proposed resolution, among other things, authorizes the execution of a credit agreement between the City and Wells Fargo Bank and authorizes the issuance of the Taxable Non-Ad Valorem Revenue Note, Series 2026 to Wells Fargo Bank in an amount not to exceed \$11 million

PRELIMINARY FINANCING SUMMARY*

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

Assumptions

- Closing – October 29, 2026 (anticipated)
- Monthly Interest Payments
- Final Maturity of 10/1/2029
- Project fund deposit of up to \$11,000,000
- Assumes no principal payment until final maturity of 10/1/2029

Sources and Uses

SOURCES OF FUNDS

Principal Amount	\$11,000,000
City Contribution	63,000

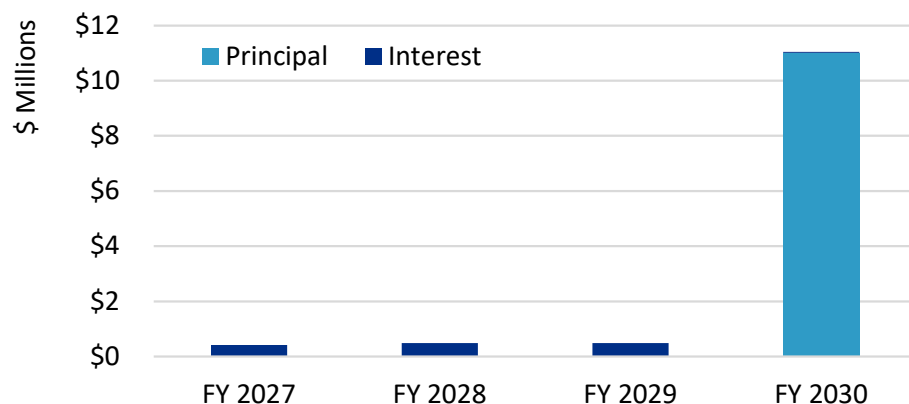
Total Sources of Funds	\$11,063,000
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USES OF FUNDS

Project Fund Deposit	\$11,000,000
Costs of Issuance	63,000

Total Uses of Funds	\$11,063,000
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Annual Payments through Maturity



Statistics

Final Maturity	10/1/2029
Assumed Variable Interest Rate	4.43%
Total Interest	\$1,445,657
Total Debt Service	\$12,445,657
Avg. Annual Debt Service	\$4,258,970

*Note: Preliminary and subject to change. Assumes full draw of \$11 million at closing, assumes a variable rate of 4.43% (based on market conditions of October 8, 2026) through the final maturity, and does not assume any early prepayments on the loan.

REMAINING FINANCING TIMELINE

TAXABLE NON-AD VALOREM REVENUE NOTE, SERIES 2026

Date	Action
Tuesday, October 20 th	Authorizing Resolution Presented to City Council for Approval
Thursday, October 29 th	Closing of the Taxable Non-Ad Valorem Revenue Note, Series 2026

Note: Preliminary and subject to change.

DISCLOSURE

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result HilltopSecurities, or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. HilltopSecurities makes no claim the use of this communication will assure a successful outcome. This communication is intended for institutional use only. For additional information, comments or questions, please contact Hilltop Securities Inc.



City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item: .2

Department CITY ADMINISTRATION Division	Amount Org/Account #
Subject: RESOLUTION 2026-XX APPROVING THE ALLOCATION AND EXPENDITURE OF COMMUNITY REDEVELOPMENT TRUST FUNDS IN THE TOTAL AMOUNT OF \$3,000,000.00 TO ASSIST IN THE CONSTRUCTION OF A YMCA RECREATIONAL FACILITY AT 1580 CENTRAL AVENUE	
Presenter: Kyle Berryhill, Fire Chief	
Attachments: 1. Resolution 2. Lease Agreement	
Background: <u>UPDATED BACKGROUND FROM THE OCTOBER 13, 2026, WORKSHOP MEETING:</u> City Council received a presentation on the item at the October 13, 2026, Workshop Meeting and provided direction. The item has an accompanying City Council Resolution. <u>ORIGINAL BACKGROUND FROM THE OCTOBER 13, 2026, WORKSHOP MEETING:</u> At a prior City Council Meeting, City Council directed staff to develop a Lease Agreement with the YMCA, which is attached to the agenda item for consideration.	
Recommended Action: ADOPT RESOLUTION 2026-XX APPROVING THE ALLOCATION AND EXPENDITURE OF COMMUNITY REDEVELOPMENT TRUST FUNDS IN THE TOTAL AMOUNT OF \$3,000,000.00 TO ASSIST IN THE CONSTRUCTION OF A YMCA RECREATIONAL FACILITY AT 1580 CENTRAL AVENUE	

RESOLUTION 2026-__

SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE ALLOCATION AND EXPENDITURE OF COMMUNITY REDEVELOPMENT TRUST FUNDS IN THE TOTAL AMOUNT OF \$3,000,000.00 TO ASSIST IN THE CONSTRUCTION OF A YMCA RECREATIONAL FACILITY AT 1580 CENTRAL AVENUE; FINDING CONSISTENCY WITH THE COMMUNITY REDEVELOPMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast, Florida, duly created the State Road 100 Corridor Community Redevelopment Agency (the "CRA") pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), and the City Council serves as the governing Board of Commissioners of the CRA; and

WHEREAS, the CITY is the owner in fee simple absolute of certain real property located within the boundaries of the CRA redevelopment area at 1580 Central Avenue, Palm Coast, Florida 32164 (the "Property"); and

WHEREAS, the YMCA has expressed a desire to collaboratively develop and operate a YMCA Recreational Facility on the Property to provide recreation programs and wellness services to the citizens of Palm Coast; and

WHEREAS, Section 163.387, Florida Statutes, authorizes the expenditure of Community Redevelopment Trust Funds to finance or refinance community redevelopment undertakings and projects that assist and foster economic, recreational, and community enhancement within the redevelopment area; and

WHEREAS, the CRA Board finds and determines that contributing Three Million Dollars (\$3,000,000.00) from the Community Redevelopment Trust Fund toward the construction of the YMCA Recreational Facility directly furthers the objectives and goals set forth in the SR 100

Corridor Community Redevelopment Plan; and

WHEREAS, the CRA Board desires to approve the allocation and disbursement of said funds in accordance with the multi-year funding schedule set forth herein and in the companion Lease Agreement between the City of Palm Coast and the YMCA, attached hereto and incorporated herein by reference as Exhibit “A” to this resolution; and

WHEREAS, the CRA Board finds that the allocation of these funds serves a legitimate, vital, and important public purpose for the revitalization and general welfare of the community redevelopment area and the City of Palm Coast.

NOW, THEREFORE, BE IT RESOLVED BY THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. RECITALS. The above recitals (whereas clauses) are incorporated herein, and are incorporated herein by reference, and form a material basis for this Resolution.

SECTION 2. FINDINGS OF CONSISTENCY WITH CRA PLAN. The CRA Board hereby finds and determines that providing financial assistance for the construction of the YMCA Recreational Facility located within the CRA at 1580 Central Avenue, Palm Coast, Florida 32164, is consistent with, and directly advances the public purposes and redevelopment goals of, the SR 100 Corridor Community Redevelopment Plan adopted pursuant to Chapter 163, Part III, Florida Statutes.

SECTION 3. APPROVAL AND ALLOCATION OF CRA TRUST FUNDS. The CRA Board hereby approves the allocation and expenditure of Community Redevelopment Trust Funds in an aggregate total amount not to exceed Three Million Dollars (\$3,000,000.00) in accordance with the attached Lease Agreement attached and referenced as Exhibit A.

SECTION 4. AUTHORIZATION OF CRA OFFICERS. The Chair, Vice Chair, Executive Director and proper officers of the CRA are hereby authorized and directed to execute any supporting administrative documents necessary to effectuate the expenditure authorized by

this Resolution.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Resolution.

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

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

DULY PASSED AND ADOPTED by the City Council of City of Palm Coast, Florida, on this 20th day of October 2026

ATTEST:

STATE ROAD 100 CORRIDOR
COMMUNITY REDEVELOPMENT AGENCY

KALEY COOK, SECRETARY

MICHAEL NORRIS, CHAIR

Attachment: Exhibit "A" City of Palm Coast Lease Agreement with the YMCA



AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, the "Effective Date", by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "**CITY**," and the **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. ("YMCA")** a Florida non-profit corporation, whose address is 761 E. International Speedway Blvd, Deland, FL 32724. CITY and YMCA shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of City of Palm Coast; and

WHEREAS, the following recitals are true and constitute a material inducement to the CITY to enter into this Lease agreement:

WHEREAS, The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32136; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164.

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

WHEREAS, this Agreement conforms with all applicable provisions of State law and the Charter, codes and ordinances of CITY.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreement and promises herein contained, the parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The following recitals are true and constitute a material inducement to the CITY to enter into this Lease Agreement: The Parties hereby acknowledge that the YMCA shall be the lessee under the Lease Agreement. The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast Florida, 32164, ("Property") and is more particular described in Exhibit "A," attached hereto and made a part of this Lease Agreement. The CITY is agreeable to leasing the underlying land to the YMCA, and the YMCA hereby agrees to lease said land from the CITY and to construct, own, and operate a YMCA Recreational Facility (along with any future improvements) situated thereon, with such facility to be owned exclusively by the YMCA. The Parties will collaborate together to develop a YMCA Recreation Facility on the Property and any future development proposals or construction must be approved by the CITY. It is intended that CITY will permit the YMCA to operate the YMCA Recreational Facility once it is developed subject to the lease that sets forth all terms and conditions of use and compensation to the CITY in the amount of ONE DOLLAR (\$1.00) per year. The City Agrees to contribute two hundred fifty thousand dollars (\$250,000.00) from State appropriations toward the construction and development of the YMCA Recreational Facility. In addition, the City agrees to contribute two million dollars (\$2,000,000.00) in fiscal year 2027, five hundred thousand dollars (\$500,000.00) in fiscal year 2028, and five hundred thousand dollars (\$500,000.00) in fiscal year 2029 towards the construction of the YMCA Recreation Center. Each payment will be received by the YMCA on April 1st of the designated fiscal year. The CITY finds that such activities serve a public purpose for the betterment of the citizens of the CITY.

(A) Notwithstanding anything to the contrary contained herein, the CITY's obligations under this Lease Agreement including but not limited to the disbursement of any CITY funding contributions set forth above are expressly contingent and conditional upon the YMCA entering into a binding, fully executed agreement with the Flagler County School District (the "School District"). Pursuant to said agreement, the School District must commit to contribute a minimum financial sum of Three Million Dollars (\$3,000,000.00) toward the construction, development, or operation of the YMCA Recreational Facility. In the event the YMCA fails to execute such an agreement and secure the School District's \$3,000,000.00 financial commitment within 30 days of the effective date of this Agreement, this Lease Agreement shall automatically terminate, and neither Party shall have any further obligation or liability hereunder.

SECTION 2. TERM OF LEASE. The term of the lease shall be for thirty-five (35) years, commencing on the 1st day of ~~Month~~November 1, 2026, and extending until midnight on ~~Month~~October 31, 2061, and for any additional period of time during which the property and YMCA Recreational Facility is leased by the YMCA.

SECTION 3. USE OF THE PROPERTY.

(A) CITY agrees that the YMCA shall use the Property exclusively for the construction, operation, and maintenance of a YMCA Recreation Facility. The YMCA Recreation Facility shall mean the approximately ~~464~~64,000+/- square foot facility and all related improvements, which includes, but is not limited to, an Olympic-size swimming pool, family pool, wellness center, sports gym, locker rooms, childcare area, group exercise rooms, kids zone, and all related amenities. No other use shall be permitted without prior written consent of the City. YMCA shall comply with all federal, state, and local laws, rules and regulations applicable to developing a YMCA Recreational Facility and for the use of the Property. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein. The YMCA shall apply for all necessary construction and development permits for the YMCA facility, swimming pool, and all planned amenities within six (6) months of the effective date of this ~~A~~agreement, and shall have all such facilities fully constructed, operational, and open to the public within three (3) years of the date of the permit application unless both parties to this agreement mutually agree in writing to extend either above date. Failure to have the YMCA Recreation Facility fully constructed,

operation, and open to the public within the specified three (3) year timeline (or any mutually agreed-upon written extension) to meet these requirements shall constitute a material default under this Lease. In the event of such default, the YMCA shall refund and repay to the City the entire three million two hundred fifty thousand dollars (\$3,250,000.00) contributed under this agreement within thirty (30) days of written notice from the City.

(B) The CITY may use the YMCA Recreational Facility or any portion thereof and its parking area at no cost for Official City Activities, provided the City Preschedules the use with the YMCA and it does not conflict with existing YMCA events or prior commitments/programs. Administrative and technical personnel from the YMCA's staff will be made available to the CITY for these activities. Any city requirement in excess of normal staffing and resources of YMCA shall be paid by the CITY.

(C) **FLAGLER COUNTY SCHOOL DISTRICT RIGHTS AND EXCEPTIONS.** The YMCA shall grant the Flagler County School District ("District") perpetual usage rights for Physical Education programming and District-sanctioned sports team practices and competitions_pursuant to a separate agreement between the District and the YMCA.

(D) **YOUTH CLUB ACCESS.** The YMCA shall permit youth sports clubs located within the City of Palm Coast to access the facility for practices and sporting events at nominal rates, subject to scheduling availability and prior coordination with the YMCA. For the purpose of this Agreement "nominal" or "nominal rates" shall mean a minimum fee charged exclusively to cover the actual cost for the YMCA to provide the service, limited strictly to direct, out-of-pocket operational expenses incurred (including, but not limited to, incremental staffing for supervision/security, direct utility usage during event hours, and post-event cleaning supplies and labor.) Nominal rates shall strictly exclude commercial markups or standard market rental rates, provided that a reasonable allocation for direct facility wear-and-tear or minor administrative tracking may be included but shall strictly exclude any profits margins, commercial mark-ups, or standard market rental rates.

(E) **SCHEDULE OF OPERATIONS.** The YMCA Management will determine the hours of operation of the Palm Coast YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

(F) **CONCESSIONS.** The YMCA may, but shall not be required to, dispense food and ~~and/or~~ drink on the Premises for consumption by users of the YMCA facilities.

(G) **PARKING.** The YMCA will share a parking lot with the Stage at Town Center. The City will provide notice of 14 calendar days of all scheduled special events at the Stage. Notwithstanding the foregoing, if the parking lot (or any portion thereof) is located within the legal description of the Property leased to the YMCA under this Lease Agreement, the YMCA shall be solely responsible for the operation, management, repair, and all maintenance of the parking lot (or the portion thereof within said legal description) at its sole expense.

(H) **FEES.** The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

(I) **COMPATIBILITY.** The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with the reasonable request of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the CITY. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the CITY and/ or programs within their operations. Nothing in this Lease Agreement shall prohibit the CITY from providing any and all programming it deems necessary to meet the needs of the Palm Coast community. YMCA agrees that it will not discriminate in its hiring or promotional practices.

(J) **ADDITIONAL TAXES.** The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.

SECTION 4. YMCA ADDITIONS AND IMPROVEMENTS. The YMCA shall not, without first obtaining the written consent of the CITY, through the City Manager, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Property, except as stated herein. Unless the Alterations affect the Properties common facilities or systems or would otherwise require a building permit, CITY shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window coverings, without the prior consent of the CITY. Except as stated herein, all Alterations to the Property shall be subject to review for compliance and written approval by the CITY prior to such Alterations being made.

(A) Prior to making any Alterations, YMCA shall submit to CITY detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:

1. For all contemplated Alterations to the components of the building and surrounding site improvements of the Property, YMCA shall obtain written approval from the City Manager.

2. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Palm Coast, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the CITY as an insured.

3. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Property, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.

4. If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim

of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Property, or any part of them, through or under YMCA has been consented to by the CITY.

SECTION 5. MAINTENANCE AND REPAIRS TO PROPERTY.

(A) YMCA MAINTENANCE RESPONSIBILITY.

1. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to develop and maintain the components of the YMCA Recreational Facility, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the YMCA Recreational Facility which may arise or become due during the term of this Lease Agreement. Ground maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Property. YMCA shall be responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the CITY of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.

2. It shall be the responsibility of the YMCA to keep the Property clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Property in accordance with the terms and conditions of this Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.

3. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Property to the reasonable standards established by, and to the satisfaction of, the CITY, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Lease Agreement. The CITY shall have reasonable access to the Property during normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of sixty (60) calendar days from date of notice to correct such deficiency.

SECTION 6. SIGNS. YMCA, at YMCA's expense, shall have the right to place upon the Property such signs or signs as may be necessary to designate the Property. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Palm Coast. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.

SECTION 7. UTILITIES SERVICES. YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services, including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

SECTION 8. ASSIGNMENT AND SUBLEASING. YMCA shall not sell, assign, sublet or in any manner transfer this Lease Agreement or any estate or interest thereunder and shall not sublet the Property or any part thereof, without prior written consent of the CITY in each instance, which consent may be withheld for any reason. The consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Should YMCA assign or attempt to assign this Lease Agreement or sublet any portion of the Premised without prior written consent of the CITY, this Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section. However, nothing in this Section shall prohibit YMCA from engaging independent vendors, contractors, or concessionaires to provide ordinary goods, services, or programs (including, but not limited to, food/beverage concessions, athletic coaching, or health services) to facility members and the public *within* the YMCA facility, provided

that such arrangements are structured strictly as operational licenses rather than real estate subleases or assignments, grant no permanent or exclusive land rights, and fully comply with all prohibited use restrictions outlined below in section 8 (A).

(A) Prohibited Commercial and Operational Uses: Notwithstanding any other provision of this Lease Agreement to the contrary, neither YMCA nor any permitted vendor, licensee, concessionaire, or other party shall use, or permit the Property, the facility, or any improvements thereon to be used for, any of the following commercial or operational activities:

(1) Regulated Retail & Controlled Substances: Smoke shops, vape shops, tobacco-related retail establishments, dispensaries, or businesses engaged in the retail sale, distribution, or marketing of THC, delta-8, cannabis, or any psychoactive hemp-derived products.

(2) Alcohol & Adult Beverages: Any retail sale or commercial distribution of alcoholic beverages of any kind (including bars, taverns, lounges, and package sales).

(3) Firearms & Weapons: Gun shops, firearm sales, ammunition sales, or indoor/outdoor shooting ranges.

(4) General Compliance Mandate: Any use, operation, or activity that is prohibited or restricted by zoning regulations, local municipal ordinances, Community Development District (CDD) regulations, or any applicable State of Florida or Federal laws and regulations.

SECTION 9. PUBLIC RECORDS COMPLIANCE. YMCA, when acting on behalf of the CITY for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SECTION 10 .DEFAULT, REMEDIES, AND ABANDONMENT.

(A) **Events of Default.** The following shall be considered "Events of Default":

Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of sixty (60) days after CITY has delivered written notice thereof to YMCA. YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the CITY. No default as set forth under this Section shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the CITY may terminate YMCA's right to possession of the Premises and enter the Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the CITY by statute or law.

(B) **Effect of an Event of Default and Remedies of the City.** Upon the occurrence of any Event of Default, as a result thereof and without other action by CITY, CITY shall have the following options:

1. Declare the rights of YMCA under this Lease Agreement terminated, and thereafter recover possession of the Premises and remove all persons, furniture and equipment located therein through legal process;

2. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies herein before given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.

3. The Parties hereto agree that for purposes of this Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:

- a. The extent to which the injured party will be deprived of the benefit which can reasonably be expected;
- b. The extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived;
- c. The extent to which the breaching party will suffer forfeiture;
- d. The likelihood that the breaching party will cure; and
- e. The extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

(C) **Abandonment.** If the CITY has actual knowledge YMCA has abandoned the Premises, or the CITY reasonably believes YMCA has been absent from the Premises for a period of thirty (30) consecutive days then the CITY may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the CITY may declare this Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited ~~to all~~ to all actual damages suffered by the CITY until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet.

(D) Reversion Upon Vacation. If the YMCA ceases operations and vacates the Premises at any time, all improvements, including the building, swimming pool, and any fixtures, shall immediately revert to the ownership of the CITY at no cost to the CITY. The YMCA shall execute any documents necessary to effectuate such transfer and shall ensure the property is free of liens or encumbrances at the time of reversion.

(E) City's Right to Cure Mortgage Default. The CITY shall have the absolute right, but not the obligation, to cure any default by YMCA under any mortgage, deed of trust, or other security instrument encumbering the leasehold interest or Premises. The CITY may exercise this right to cure within thirty (30) days after receiving notice of default, or prior to the expiration of the mortgagee's applicable cure period, whichever is later.

(G) Condition of Mortgage; Lender Notice Covenant. Any mortgage, deed of trust, or security instrument placed upon the leasehold interest shall expressly require the mortgagee/lender to deliver a duplicate copy of any notice of default or notice of acceleration directly to the CITY simultaneously with its delivery to YMCA. Any leasehold mortgage that fails to include or provide for this direct notice requirement shall be deemed an unauthorized encumbrance and a material default of this Lease Agreement.

SECTION 11 .LOSS OR DESTRUCTION OF YMCA RECREATIONAL FACILITY. If the YMCA Recreational Facility becomes s, as a practical matter, totally unten~~antable~~ able after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the YMCA Recreational Facility, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the YMCA Recreational Facility be rendered untenable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole YMCA Recreational Facility, and such part so damaged shall be restored by the

City-YMCA, at YMCA's sole cost and expense, as speedily as practicable, after which the full rent minus any rental credit shall recommenced and the Lease Agreement shall continue according to its terms.

SECTION 12. AS-IS CONDITION. YMCA, being the occupant of the Property pursuant to this Lease, acknowledges that it will accept and occupy the Property under this Lease Agreement in "AS IS" condition as the Property exists on the date of this Lease Agreement, and that CITY shall have no obligation to improve, repair or prepare the Property, prior to the Commencement Date or, except as otherwise expressly set forth in this Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR THE CONDUCT OF YMCA USES THEREON.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. The obligations of the YMCA shall not be obligations of CITY and the YMCA shall ensure that no liens, of any type or nature whatsoever, are placed upon the property.

SECTION 14. CITY'S RIGHT TO STRICTLY ENFORCE. Any law, usage or custom to the contrary notwithstanding, CITY shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the CITY in refraining from so doing at any time or times. Further, the failure of CITY at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

SECTION 15. NOTICES.

(A) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) 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 shall specify by written notice to the other party delivered in accordance with.

YMCA: Volusia/Flagler Family Young Men's
Christina Association, Inc.
Attn: Christopher J. Seilkop, President & CEO
Address: 761 E International Speedway Blvd
Deland, FL 32724

CITY: City of Palm Coast
Attn. City Manager
160 Lake Avenue
Palm Coast, Florida 32164

(B) The parties may change the person or notice address for the provisions of this section by providing notice of same as set forth in this Agreement.

SECTION 16. RECORDATION. This lease shall not be recorded by YMCA without the consent of the CITY.

SECTION 17. WASTE. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Property.

SECTION 18. 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.

SECTION 19. PARTIES NOT PARTNERS. It is expressly understood that neither the CITY nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.

SECTION 20. INDEMNIFICATION.

(A) YMCA shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage

to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of YMCA, its agents, servants, officers, officials, employees, or subcontractors.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(C) In claims against any person or entity indemnified under this Section by an employee of the YMCA 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 the YMCA or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this Agreement by the YMCA shall obligate the YMCA to comply with the indemnification provision in this Agreement, however, the YMCA must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 21. INSURANCE. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease Agreement, the insurance coverages set forth in this Section:

(A) COMPREHENSIVE. YMCA shall maintain Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, together with \$1,000,000 in Excess (Umbrella) Liability insurance over and above the underlying general liability limits.

(B) ADDITIONAL INSURED. The policy(ies) shall name the CITY as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the CITY, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the CITY and a copy of

the policy or certificate of insurance shall be delivered to the CITY prior to the commencement of this Restated Lease Agreement.

(CB) FAILURE TO PROCURE. In the event YMCA fails to procure the insurance required herein, the CITY may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the CITY, in addition to rent, the amount of the premium on the first day of the month following the month in which the CITY notifies YMCA of the amount of the premium due.

SECTION 22. APPLICABLE LAW.

(A) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the law of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

(B) Time is of the essence in the performance of this Agreement.

SECTION 23. NONDISCRIMINATION. The YMCA 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. The YMCA, 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.

SECTION 24. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 26. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 27. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 28. INTERPRETATION. The CITY and the YMCA 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.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 30. 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, of equal dignity herewith, approved by the City Council of the CITY and the YMCA and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**VOLUSIA/FLAGLER FAMILY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC**

By: _____

Print: _____

Title: _____

Date: _____

CITY OF PALM COAST

By: _____

Print: _____

Title: _____

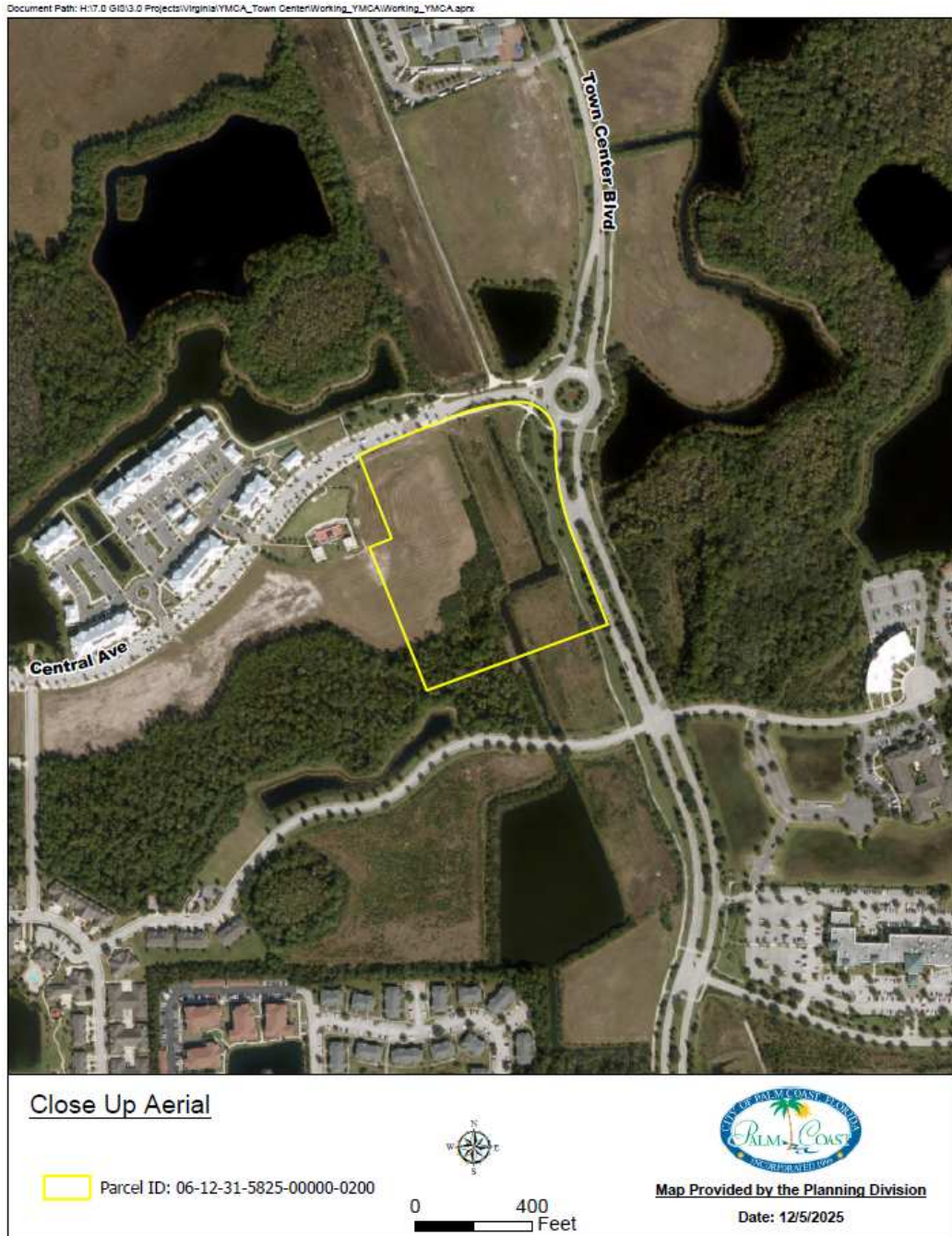
Date: _____

EXHIBIT “A”

EXHIBIT A

Legal Description of Parcel 06-12-31-5825-00000-0200

Lot 20, of the subdivision plat of Town Center at Palm Coast Phase 2, according to the plat thereof, as recorded in Map Book 35, Pages 63 through 68, of the Public Records of Flagler County, Florida





AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2026, the "Effective Date", by and between the **CITY OF PALM COAST**, a Florida municipal corporation, whose address is 160 Lake Avenue, Palm Coast, Florida, 32164, hereinafter referred to as "**CITY**," and the **VOLUSIA/FLAGLER FAMILY YOUNG MEN'S CHRISTIAN ASSOCIATION, INC. ("YMCA")** a Florida non-profit corporation, whose address is 761 E. International Speedway Blvd, Deland, FL 32724. CITY and YMCA shall be collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the YMCA has expressed a desire to provide a YMCA Recreation Facility and its services to the Citizens of City of Palm Coast; and

WHEREAS, the following recitals are true and constitute a material inducement to the CITY to enter into this Lease agreement:

WHEREAS, The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast, Florida 32136; and

WHEREAS, the YMCA desires to collaboratively develop the property in conjunction with CITY into a YMCA Recreational Facility located at 1580 Central Avenue, Palm Coast, Florida 32164.

WHEREAS, the YMCA has expressed a willingness to build and operate a YMCA for the purpose of allowing public use of the facilities and programs in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the City Council of the City of Palm Coast finds and determines that a public purpose would be met by assuring the public of the benefits of healthy and wholesome recreation programs for all ages provided by the YMCA for the benefit of the Palm Coast community; and

WHEREAS, the parties desire to agree to certain terms and conditions relative to the collaborative development of a YMCA on the property; and

WHEREAS, this Agreement serves a legitimate and important public purpose; and

WHEREAS, this Agreement conforms with all applicable provisions of State law and the Charter, codes and ordinances of CITY.

NOW, THEREFORE, in consideration of the premises, mutual covenants, agreement and promises herein contained, the parties hereby covenant and agree as follows:

SECTION 1. RECITALS. The following recitals are true and constitute a material inducement to the CITY to enter into this Lease Agreement: The Parties hereby acknowledge that the YMCA shall be the lessee under the Lease Agreement. The CITY is the owner in fee simple absolute of certain property located at 1580 Central Avenue, Palm Coast Florida, 32164, ("Property") and is more particular described in Exhibit "A," attached hereto and made a part of this Lease Agreement. The CITY is agreeable to leasing the underlying land to the YMCA, and the YMCA hereby agrees to lease said land from the CITY and to construct, own, and operate a YMCA Recreational Facility (along with any future improvements) situated thereon, with such facility to be owned exclusively by the YMCA. The Parties will collaborate together to develop a YMCA Recreation Facility on the Property and any future development proposals or construction must be approved by the CITY. It is intended that CITY will permit the YMCA to operate the YMCA Recreational Facility once it is developed subject to the lease that sets forth all terms and conditions of use and compensation to the CITY in the amount of ONE DOLLAR (\$1.00) per year. The City Agrees to contribute two hundred fifty thousand dollars (\$250,000.00) from State appropriations toward the construction and development of the YMCA Recreational Facility. In addition, the City agrees to contribute two million dollars (\$2,000,000.00) in fiscal year 2027, five hundred thousand dollars (\$500,000.00) in fiscal year 2028, and five hundred thousand dollars (\$500,000.00) in fiscal year 2029 towards the construction of the YMCA Recreation Center. Each payment will be received by the YMCA on April 1st of the designated fiscal year. The CITY finds that such activities serve a public purpose for the betterment of the citizens of the CITY.

(A) Notwithstanding anything to the contrary contained herein, the CITY's obligations under this Lease Agreement including but not limited to the disbursement of any CITY funding contributions set forth above are expressly contingent and conditional upon the YMCA entering into a binding, fully executed agreement with the Flagler County School District (the "School District"). Pursuant to said agreement, the School District must commit to contribute a minimum financial sum of Three Million Dollars (\$3,000,000.00) toward the construction, development, or operation of the YMCA Recreational Facility. In the event the YMCA fails to execute such an agreement and secure the School District's \$3,000,000.00 financial commitment within 30 days of the effective date of this Agreement, this Lease Agreement shall automatically terminate, and neither Party shall have any further obligation or liability hereunder.

SECTION 2. TERM OF LEASE. The term of the lease shall be for thirty-five (35) years, commencing on the 1st day of November 1, 2026, and extending until midnight on October 31, 2061, and for any additional period of time during which the property and YMCA Recreational Facility is leased by the YMCA.

SECTION 3. USE OF THE PROPERTY.

(A) CITY agrees that the YMCA shall use the Property exclusively for the construction, operation, and maintenance of a YMCA Recreation Facility. The YMCA Recreation Facility shall mean the approximately 46,000+/- square foot facility and all related improvements, which includes, but is not limited to, an Olympic-size swimming pool, family pool, wellness center, sports gym, locker rooms, childcare area, group exercise rooms, kids zone, and all related amenities. No other use shall be permitted without prior written consent of the City. YMCA shall comply with all federal, state, and local laws, rules and regulations applicable to developing a YMCA Recreational Facility and for the use of the Property. Parties hereto agree to coordinate any special events and/or programs within their operations, subject to the terms and conditions contained herein. The YMCA shall apply for all necessary construction and development permits for the YMCA facility, swimming pool, and all planned amenities within six (6) months of the effective date of this Agreement, and shall have all such facilities fully constructed, operational, and open to the public within three (3) years of the date of the permit application unless both parties to this agreement mutually agree in writing to extend either above date. Failure to have the YMCA Recreation Facility fully constructed, operation, and open to the public within the specified three (3) year timeline (or any mutually agreed-upon

written extension) shall constitute a material default under this Lease. In the event of such default, the YMCA shall refund and repay to the City the entire three million two hundred fifty thousand dollars (\$3,250,000.00) contributed under this agreement within thirty (30) days of written notice from the City.

(B) The CITY may use the YMCA Recreational Facility or any portion thereof and its parking area at no cost for Official City Activities, provided the City Preschedules the use with the YMCA and it does not conflict with existing YMCA events or prior commitments/programs. Administrative and technical personnel from the YMCA's staff will be made available to the CITY for these activities. Any city requirement in excess of normal staffing and resources of YMCA shall be paid by the CITY.

(C) FLAGLER COUNTY SCHOOL DISTRICT RIGHTS AND EXCEPTIONS. The YMCA shall grant the Flagler County School District ("District") perpetual usage rights for Physical Education programming and District-sanctioned sports team practices and competitions pursuant to a separate agreement between the District and the YMCA.

(D) YOUTH CLUB ACCESS. The YMCA shall permit youth sports clubs located within the City of Palm Coast to access the facility for practices and sporting events at nominal rates, subject to scheduling availability and prior coordination with the YMCA. For the purpose of this Agreement "nominal" or "nominal rates" shall mean a minimum fee charged exclusively to cover the actual cost for the YMCA to provide the service, limited strictly to direct, out-of-pocket operational expenses incurred (including, but not limited to, incremental staffing for supervision/security, direct utility usage during event hours, and post-event cleaning supplies and labor.) Nominal rates shall strictly exclude commercial markups or standard market rental rates, provided that a reasonable allocation for direct facility wear-and-tear or minor administrative tracking may be included but shall strictly exclude any profits margins, commercial mark-ups, or standard market rental rates.

(E) SCHEDULE OF OPERATIONS. The YMCA Management will determine the hours of operation of the Palm Coast YMCA. The same shall be in accordance with nationwide and local YMCA practices and policies.

(F) **CONCESSIONS.** The YMCA may, but shall not be required to, dispense food and/or drink on the Premises for consumption by users of the YMCA facilities.

(G) **PARKING.** The YMCA will share a parking lot with the Stage at Town Center. The City will provide notice of 14 calendar days of all scheduled special events at the Stage. Notwithstanding the foregoing, if the parking lot (or any portion thereof) is located within the legal description of the Property leased to the YMCA under this Lease Agreement, the YMCA shall be solely responsible for the operation, management, repair, and all maintenance of the parking lot (or the portion thereof within said legal description) at its sole expense.

(H) **FEES.** The right to set and control fees charged to members and non-members by the YMCA shall remain with the YMCA and shall not be within the control or directive of the CITY.

(I) **COMPATIBILITY.** The YMCA agrees to operate, maintain and promote the operation and maintenance of the facility in a manner consistent with nationwide and local YMCA policies and practices. The YMCA's operation of the facility shall be in accordance with applicable CITY regulations. The YMCA further agrees to comply with the reasonable request of the CITY pertaining to the operation and promotion of the facility in order to provide for the safety of YMCA members and the public. YMCA agrees that its operation of the facility as a YMCA facility will not unreasonably interfere with the use of the contiguous park area by members of the general public or by the CITY. It is the Parties' intention that the operation of the facility will be compatible with the Parks and Recreation programs of the CITY and/ or programs within their operations. Nothing in this Lease Agreement shall prohibit the CITY from providing any and all programming it deems necessary to meet the needs of the Palm Coast community. YMCA agrees that it will not discriminate in its hiring or promotional practices.

(J) **ADDITIONAL TAXES.** The Parties acknowledge that as a YMCA facility, YMCA presently enjoys a tax exempt status, however, to the extent the same may be applicable, YMCA shall pay all taxes, including all personal property taxes, all real property taxes, leasehold improvement and/or leasehold interest taxes, sales taxes which may be assessed against or arise by reason of YMCA's leasing of the Demised Premises or its operation of the facilities as a YMCA facility.

SECTION 4. YMCA ADDITIONS AND IMPROVEMENTS. The YMCA shall not, without first obtaining the written consent of the CITY, through the City Manager, make any alterations, additions or improvements (collectively, "Alterations") in, to or about the Property, except as stated herein. Unless the Alterations affect the Properties common facilities or systems or would otherwise require a building permit, CITY shall not unreasonably withhold or delay its consent to non-structural or non-mechanical Alterations. YMCA may perform minor Alterations that would be considered exclusively cosmetic improvements, having no impact on the structure or the mechanical systems, such as painting, carpet, and/or window coverings, without the prior consent of the CITY. Except as stated herein, all Alterations to the Property shall be subject to review for compliance and written approval by the CITY prior to such Alterations being made.

(A) Prior to making any Alterations, YMCA shall submit to CITY detailed plans and specifications for Alterations. All Alterations shall be accomplished in accordance with the following conditions:

1. For all contemplated Alterations to the components of the building and surrounding site improvements of the Property, YMCA shall obtain written approval from the City Manager.

2. YMCA shall apply for and obtain such permits as may be required under the Land Development Code of the City of Palm Coast, Florida and other governing entities, if applicable. YMCA shall provide performance and payment bonds equal to the value of all contracts for improvements naming the CITY as an insured.

3. YMCA shall do all things necessary to prevent the filing of any liens for work, labor, services or materials performed or supplied or claimed to have been performed or supplied to YMCA, or anyone holding the Property, or any part of them, through or under YMCA. If any claim of lien is filed, YMCA shall have it canceled of record within thirty (30) days after the date of the filing or, if YMCA in good faith determines that the lien should be contested, YMCA shall furnish security to release the claim of lien as a lien against the property and to prevent any foreclosure, pending resolution of the contest.

4. If YMCA does not release the claim of lien, the CITY may, but shall not be obligated to, release the claim of lien either by paying the amount claimed to be due or by procuring the release of claim

of lien by giving security or in such other manner as may be prescribed by law. YMCA shall repay to the CITY all sums disbursed or deposited by the CITY pursuant to the foregoing provisions of this paragraph, including the CITY's cost, expenses and attorneys' fees reasonably incurred in connection therewith as additional rent hereunder on demand. Nothing contained herein shall imply any consent or agreement of the CITY to subject their interests to liability under any mechanics' or other lien law whether or not the performance or the furnishing of such work, labor, services, or materials to YMCA or anyone holding the Property, or any part of them, through or under YMCA has been consented to by the CITY.

SECTION 5. MAINTENANCE AND REPAIRS TO PROPERTY.

(A) YMCA MAINTENANCE RESPONSIBILITY.

1. YMCA shall be responsible for all costs, expenses and obligations related to day-to-day operations, repairs, replacements, and all routine maintenance necessary to develop and maintain the components of the YMCA Recreational Facility, including but not limited to day-to-day, routine maintenance, janitorial and cleaning services, electric, water, and sanitary sewer services, telecommunications services, and maintenance of the surrounding grounds areas within the YMCA Recreational Facility which may arise or become due during the term of this Lease Agreement. Ground maintenance shall include but not be limited to mowing, edging, landscaping and any necessary replacement thereof, irrigation and irrigation system, and tree trimming within the Property. YMCA shall be responsible for the routine maintenance of parking areas, drives and sidewalks, including but not limited to the grass/tree median areas throughout the parking lot area. It shall be the responsibility of the YMCA to notify the CITY of any necessary repairs to the parking areas, drives and sidewalks, as described hereinabove.

2. It shall be the responsibility of the YMCA to keep the Property clean, sanitary, and free from trash and debris. The complete upkeep and maintenance shall be borne by YMCA and YMCA agrees to maintain the Property in accordance with the terms and conditions of this Lease Agreement, continuing service agreements, if any, the City's Land Development Code and consistent with prudent, well-reasoned maintenance procedures and techniques.

3. Notwithstanding any language to the contrary, the Parties agree that the YMCA shall be solely responsible for the routine, ongoing maintenance of the Property to the reasonable standards established by, and to the satisfaction of, the CITY, judged by the standards established in other facilities of similar nature in the local area and as set forth in this Lease Agreement. The CITY shall have reasonable access to the Property during normal operating hours for purposes as set forth herein, and shall timely give YMCA written notice of any maintenance deficiency along with a time period of sixty (60) calendar days from date of notice to correct such deficiency.

SECTION 6. SIGNS. YMCA, at YMCA's expense, shall have the right to place upon the Property such signs or signs as may be necessary to designate the Property. Such signs shall be maintained in good condition and repair at all times by the YMCA, at YMCA's expense, and shall comply with all zoning and sign requirements of the City of Palm Coast. All permits necessary for such signs shall be obtained by YMCA at YMCA's expense.

SECTION 7. UTILITIES SERVICES. YMCA shall be responsible for all utility services and shall maintain an individual account with all the various providers. YMCA shall be responsible for arranging access to and all fees associated with telecommunications services, including but not necessarily limited to, telephone service, fire and security system monitoring, facsimile, and internet connection.

SECTION 8. ASSIGNMENT AND SUBLEASING. YMCA shall not sell, assign, sublet or in any manner transfer this Lease Agreement or any estate or interest thereunder and shall not sublet the Property or any part thereof, without prior written consent of the CITY in each instance, which consent may be withheld for any reason. The consent by the CITY to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting. Should YMCA assign or attempt to assign this Lease Agreement or sublet any portion of the Premised without prior written consent of the CITY, this Lease Agreement shall be terminated forthwith, without prior notice to YMCA. No consent to assignment or encumbrance shall constitute a waiver of the provisions of this Section. However, nothing in this Section shall prohibit YMCA from engaging independent vendors, contractors, or concessionaires to provide ordinary goods, services, or programs (including, but not limited to, food/beverage concessions, athletic coaching, or health services) to facility members and the public *within* the YMCA facility, provided

that such arrangements are structured strictly as operational licenses rather than real estate subleases or assignments, grant no permanent or exclusive land rights, and fully comply with all prohibited use restrictions outlined below in section 8 (A).

(A) Prohibited Commercial and Operational Uses: Notwithstanding any other provision of this Lease Agreement to the contrary, neither YMCA nor any permitted vendor, licensee, concessionaire, or other party shall use, or permit the Property, the facility, or any improvements thereon to be used for, any of the following commercial or operational activities:

(1) Regulated Retail & Controlled Substances: Smoke shops, vape shops, tobacco-related retail establishments, dispensaries, or businesses engaged in the retail sale, distribution, or marketing of THC, delta-8, cannabis, or any psychoactive hemp-derived products.

(2) Alcohol & Adult Beverages: Any retail sale or commercial distribution of alcoholic beverages of any kind (including bars, taverns, lounges, and package sales).

(3) Firearms & Weapons: Gun shops, firearm sales, ammunition sales, or indoor/outdoor shooting ranges.

(4) General Compliance Mandate: Any use, operation, or activity that is prohibited or restricted by zoning regulations, local municipal ordinances, Community Development District (CDD) regulations, or any applicable State of Florida or Federal laws and regulations.

SECTION 9. PUBLIC RECORDS COMPLIANCE. YMCA, when acting on behalf of the CITY for rehabilitation and completion of the improvements provided for herein, shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(A) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service.

(B) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(D) Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

SECTION 10 .DEFAULT, REMEDIES, AND ABANDONMENT.

(A) **Events of Default.** The following shall be considered "Events of Default":

Unless otherwise stated herein, YMCA's failure to perform, or YMCA's material violation or material breach of, any of the terms, covenants, or conditions of this Lease Agreement, which said failure, violation or breach shall continue un-remedied by YMCA for a period of sixty (60) days after CITY has delivered written notice thereof to YMCA. YMCA shall take immediate steps to remedy the breach and shall diligently pursue such steps until completed and reasonably accepted by the CITY. No default as set forth under this Section shall be deemed to continue if and so long as YMCA diligently proceeds to cure in good faith or is delayed in or prevented from curing by facts or circumstances beyond YMCA's control. If said failure, violation or breach continues after the expiration of a reasonable time to cure, as provided herein, then the CITY may terminate YMCA's right to possession of the Premises and enter the Premises and remove all persons, furniture and equipment located therein, and may seek any and all other remedies available to the CITY by statute or law.

(B) **Effect of an Event of Default and Remedies of the City.** Upon the occurrence of any Event of Default, as a result thereof and without other action by CITY, CITY shall have the following options:

1. Declare the rights of YMCA under this Lease Agreement terminated, and thereafter recover possession of the Premises and remove all persons, furniture and equipment located therein through legal process;

2. Pursue any other remedies available at law or in equity to City on account of the Event of Default. City agrees to use reasonable efforts to mitigate damages on account of any default by YMCA. All of the remedies herein before given to City and all rights and remedies given to it by law and equity shall be cumulative and concurrent. The taking or recovering of the Demised Premises shall not deprive City of any of its remedies or actions against YMCA for rent or any and all other sums due, nor shall the bringing of any action for rent or for breach or default under any term, condition or covenant, or the resort to any other remedy herein provided for the recovery of rent, be construed as a waiver of the right to obtain possession of the Demised Premises.

3. The Parties hereto agree that for purposes of this Lease Agreement, the determination of the materiality of any violation or default shall be governed by Florida law and shall include the following criteria:

a. The extent to which the injured party will be deprived of the benefit which can reasonably be expected;

b. The extent to which the injured party can be adequately compensated for the part of the benefit of which the injured party will be deprived;

c. The extent to which the breaching party will suffer forfeiture;

d. The likelihood that the breaching party will cure; and

e. The extent to which the behavior of the breaching party comports with the standards of good faith and fair dealing.

(C) Abandonment. If the CITY has actual knowledge YMCA has abandoned the Premises, or the CITY reasonably believes YMCA has been absent from the Premises for a period of thirty (30) consecutive days then the CITY may serve written notice of abandonment upon YMCA, and after ten (10) days have elapsed since service of such notice, then the CITY may declare this Lease Agreement abandoned and shall, in such event, make reasonable efforts to relet the Premises. Damages shall include but shall not be limited to all actual damages suffered by the CITY until the Premises is relet, including reasonable expenses incurred in reletting or in attempting to relet.

(D) **Reversion Upon Vacation.** If the YMCA ceases operations and vacates the Premises at any time, all improvements, including the building, swimming pool, and any fixtures, shall immediately revert to the ownership of the CITY at no cost to the CITY. The YMCA shall execute any documents necessary to effectuate such transfer and shall ensure the property is free of liens or encumbrances at the time of reversion.

(E) **City's Right to Cure Mortgage Default.** The CITY shall have the absolute right, but not the obligation, to cure any default by YMCA under any mortgage, deed of trust, or other security instrument encumbering the leasehold interest or Premises. The CITY may exercise this right to cure within thirty (30) days after receiving notice of default, or prior to the expiration of the mortgagee's applicable cure period, whichever is later.

(G) **Condition of Mortgage; Lender Notice Covenant.** Any mortgage, deed of trust, or security instrument placed upon the leasehold interest shall expressly require the mortgagee/lender to deliver a duplicate copy of any notice of default or notice of acceleration directly to the CITY simultaneously with its delivery to YMCA. Any leasehold mortgage that fails to include or provide for this direct notice requirement shall be deemed an unauthorized encumbrance and a material default of this Lease Agreement.

SECTION 11 LOSS OR DESTRUCTION OF YMCA RECREATIONAL FACILITY. If the YMCA Recreational Facility becomes, as a practical matter, totally untenable after a casualty loss such as fire, storm, explosion, earthquake, or other casualty loss, this Lease Agreement shall be at an end from such time, except for the purpose of enforcing rights and obligations that may have then accrued under this Lease Agreement, including but not limited to, the payment of insurance claims, indemnity, and any remaining rental credit. The rental shall then be accounted for between the City and YMCA up to the time of such loss or destruction of the YMCA Recreational Facility, YMCA paying up to such date and the City crediting to YMCA the rents collected beyond such date, if any. Should only a part of the YMCA Recreational Facility be rendered untenable, the rental minus any rental credit shall abate in the proportion which the injured bears to the whole YMCA Recreational Facility, and such part so damaged shall be restored by the

YMCA , at YMCA's sole cost and expense, as speedily as practicable, after which the full rent minus any rental credit shall recommence and the Lease Agreement shall continue according to its terms.

SECTION 12. AS-IS CONDITION. YMCA, being the occupant of the Property pursuant to this Lease, acknowledges that it will accept and occupy the Property under this Lease Agreement in "AS IS" condition as the Property exists on the date of this Lease Agreement, and that CITY shall have no obligation to improve, repair or prepare the Property, prior to the Commencement Date or, except as otherwise expressly set forth in this Lease Agreement, after the Commencement Date, for occupancy by YMCA under this Lease Agreement. YMCA ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THIS LEASE, NEITHER CITY NOR ANY AGENT OF CITY HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE PRESENT OR FUTURE SUITABILITY OF THE PROPERTY FOR THE CONDUCT OF YMCA USES THEREON.

SECTION 13. DISCLAIMER OF THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. The obligations of the YMCA shall not be obligations of CITY and the YMCA shall ensure that no liens, of any type or nature whatsoever, are placed upon the property.

SECTION 14. CITY'S RIGHT TO STRICTLY ENFORCE. Any law, usage or custom to the contrary notwithstanding, CITY shall have the right at all times to enforce all terms, conditions and covenants hereof in strict accordance herewith, notwithstanding any conduct or custom on the part of the CITY in refraining from so doing at any time or times. Further, the failure of CITY at any time or times to enforce its rights hereunder strictly in accordance with the same shall not be construed as having created a custom in any way or manner contrary to any specific term, condition or covenant hereof, or as having in any way or manner modified the same.

SECTION 15. NOTICES.

(A) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) 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 shall specify by written notice to the other party delivered in accordance with.

YMCA: Volusia/Flagler Family Young Men's
Christina Association, Inc.
Attn: Christopher J. Seilkop, President & CEO
Address: 761 E International Speedway Blvd
Deland, FL 32724

CITY: City of Palm Coast
Attn. City Manager
160 Lake Avenue
Palm Coast, Florida 32164

(B) The parties may change the person or notice address for the provisions of this section by providing notice of same as set forth in this Agreement.

SECTION 16. RECORDATION. This lease shall not be recorded by YMCA without the consent of the CITY.

SECTION 17. WASTE. YMCA agrees to commit or suffer no act that would result in damage to or waste of the Property.

SECTION 18. 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.

SECTION 19. PARTIES NOT PARTNERS. It is expressly understood that neither the CITY nor YMCA shall be construed or held to be a partner or associate of the other in the conduct of their respective business. The relationship between the Parties hereto is and shall remain at all times that of Landlord and tenant.

SECTION 20. INDEMNIFICATION.

(A) YMCA shall indemnify, hold harmless, and defend the CITY, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services required under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act,

failure to act, malfeasance, misfeasance, conduct, or misconduct of YMCA, its agents, servants, officers, officials, employees, or subcontractors.

(B) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.

(C) In claims against any person or entity indemnified under this Section by an employee of the YMCA 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 the YMCA or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

(D) The execution of this Agreement by the YMCA shall obligate the YMCA to comply with the indemnification provision in this Agreement, however, the YMCA must also comply with the provisions of this Agreement relating to insurance coverages.

SECTION 21. INSURANCE. Without limiting any of the other obligations or liabilities of YMCA, YMCA shall provide, pay for, and maintain in force, throughout the term of this Lease Agreement, the insurance coverages set forth in this Section:

(A) COMPREHENSIVE. YMCA shall maintain Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, together with \$1,000,000 in Excess (Umbrella) Liability insurance over and above the underlying general liability limits.

(B) ADDITIONAL INSURED. The policy(ies) shall name the CITY as an additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the CITY thirty (30) days prior written notice, except for nonpayment of premium which, by law, is ten (10) days notice. The insurance shall be evidenced by a certificate in a form acceptable to the CITY, stating the amount of any "deductible" written by an insurance company with a minimum rating of A+, to the CITY and a copy of the policy or certificate of insurance shall be delivered to the CITY prior to the commencement of this Restated Lease Agreement.

(C) **FAILURE TO PROCURE.** In the event YMCA fails to procure the insurance required herein, the CITY may, but shall be under no obligation to, procure insurance in which event YMCA agrees to pay the CITY, in addition to rent, the amount of the premium on the first day of the month following the month in which the CITY notifies YMCA of the amount of the premium due.

SECTION 22. APPLICABLE LAW.

(A) This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the law of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Flagler County, Florida, or the Middle District of Florida in Orlando, FL., if in federal court.

(B) Time is of the essence in the performance of this Agreement.

SECTION 23. NONDISCRIMINATION. The YMCA 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. The YMCA, 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.

SECTION 24. FURTHER DOCUMENTS. Each of the Parties hereto hereby agree that they will execute and deliver such further instruments and do such further acts and things as may be necessary or desirable to carry out the purpose of this Agreement.

SECTION 25. FAILURE TO ENFORCE NOT WAIVER OF RIGHT. Failure by CITY to enforce any provision contained herein shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to any breach occurring prior or subsequent thereto.

SECTION 26. FORCE MAJEURE. The CITY's obligations hereunder shall be subject to the concept of force majeure. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the CITY shall be excused from providing continual utility service until the cause or causes thereof have been remedied.

SECTION 27. HEADINGS/CAPTIONS. Section headings and other captions contained in this Agreement are for reference purposes only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement, or any provision hereto.

SECTION 28. INTERPRETATION. The CITY and the YMCA 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.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each which shall be deemed an original, but all of which, taken together, shall constitute one (1) and the same document.

SECTION 30. 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, of equal dignity herewith, approved by the City Council of the CITY and the YMCA and executed by all Parties to this Agreement in a formal Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

**VOLUSIA/FLAGLER FAMILY YOUNG MEN'S
CHRISTIAN ASSOCIATION, INC**

By: _____

Print: _____

Title: _____

Date: _____

CITY OF PALM COAST

By: _____

Print: _____

Title: _____

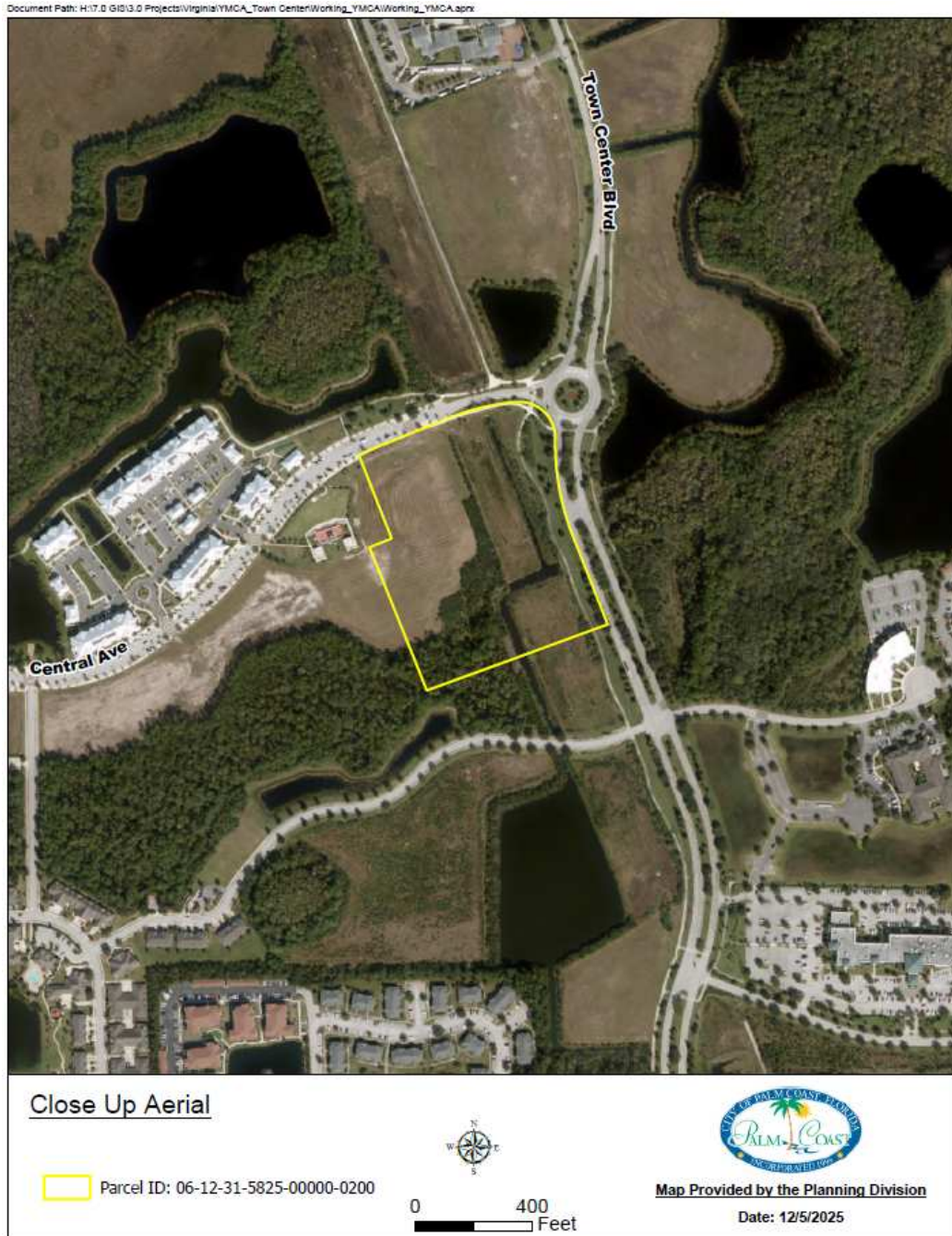
Date: _____

EXHIBIT "A"

EXHIBIT A

Legal Description of Parcel 06-12-31-5825-00000-0200

Lot 20, of the subdivision plat of Town Center at Palm Coast Phase 2, according to the plat thereof, as recorded in Map Book 35, Pages 63 through 68, of the Public Records of Flagler County, Florida



City of Palm Coast, Florida Agenda Item

Agenda Date: October 20, 2026

Agenda Item: .3

Department STORMWATER AND ENGINEERING
Division CONSTRUCTION MGT AND
ENGINEERING

Amount \$68,500.00
Org/Account # 21066015-063000-61425

Subject: SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX
APPROVING EXPENSES FOR SERVICES TO PREPARE A COMPREHENSIVE MASTER PLAN FOR
THE PALM COAST CULTURAL ARTS SITE

Presenter: Eric Gebo

Attachments:

1. Resolution
2. Proposal

Background:

City staff would like to seek planning and consulting services to prepare a comprehensive Master Plan for the Palm Coast Cultural Arts site. The intent of the Master Plan is to organize the site to maximize utility, connectivity, and community impact, while balancing the long-term development of the YMCA facility and cultural arts components with the continued operation of existing site elements including the open-air stage and food truck areas.

This item is to approve expenses in the amount of \$68,500.00 with Camburas and Theodore Architecture, Planning and Engineering for the above-mentioned services. This consultant is currently contracted by the YMCA and is familiar with this project.

Funds for this project are budgeted out of the Park Impact Fund with a 46.71% transfer from CRA fund.

Source of Funds Worksheet

Original Budget: \$68,500.00

Total Expended/Encumbered to Date:

Pending Work Orders.Contracts: \$0.00

Current (WO/Contract): \$68,500.00

Balance: \$0.00

Recommended Action:

**ADOPT SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RESOLUTION 2026-XX
APPROVING EXPENSES FOR SERVICES TO PREPARE A COMPREHENSIVE MASTER PLAN FOR
THE PALM COAST CULTURAL ARTS SITE**

RESOLUTION 2026-____
SR 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

A RESOLUTION OF THE STATE ROAD 100 CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING EXPENSES FOR SERVICES TO PREPARE A COMPREHENSIVE MASTER PLAN FOR THE PALM COAST CULTURAL ARTS SITE; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE NECESSARY DOCUMENTS; PROVIDING FOR FUTURE AMENDMENTS, PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Palm Coast, Florida, duly created the State Road 100 Corridor Community Redevelopment Agency (the "CRA") pursuant to Chapter 163, Part III, Florida Statutes (the "Act"), and the City Council serves as the governing Board of Commissioners of the CRA; and

WHEREAS, City staff is requesting funding for expenses related services to prepare a Comprehensive Master Plan for the Palm Coast Cultural Arts Site; and

WHEREAS, Section 163.387, Florida Statutes, authorizes the expenditure of Community Redevelopment Trust Funds to finance or refinance community redevelopment undertakings and projects that assist and foster economic, recreational, and community enhancement within the redevelopment area; and

WHEREAS, the CRA Board desires to approve funding for the above-mentioned services to prepare a Comprehensive Master Plan for the Palm Coast Cultural Arts Site; and

WHEREAS, in accordance with Chapter 2, Article 1, Division 3 – Purchase and Contractual Services Sections, 2-26- Approval Requirements- Subsection A, the CRA Board desires to grant authority for the City Manager to enter into or increase any necessary contracts including those that are equal to or exceed \$100,000 associated with the expenses related to the above-mentioned services.

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

SECTION 1. RECITALS. The above recitals (whereas clauses) are incorporated herein, and are incorporated herein by reference, and form a material basis for this Resolution.

SECTION 2. APPROVAL AND ALLOCATION OF CRA TRUST FUNDS. The State Road 100 Corridor Community Redevelopment Agency hereby approves the allocation and expenditure of Community Redevelopment Trust Funds for expenses related services to prepare a Comprehensive Master Plan for the Palm Coast Cultural Arts Site, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 3. AUTHORIZATION TO NEGOTIATE, FINALIZE AND EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 4. FUTURE AMENDMENTS. The City Manager, or designee is hereby authorized to approve any future amendments for changes totaling less than \$100,000.00 as long as this amount does not exceed the line-item limit for the budgeted purchase. Further, the City Manager has the authority to execute amendments to the Master Price Agreement on behalf of the City for any other changes that may be necessary.

SECTION 5. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 6. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 8. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast,
Florida, on this 20th day of October 2026.

ATTEST

SR 100 CORRIDOR COMMUNITY
REDEVELOPMENT AGENCY

KALEY COOK, SECRETARY

MICHAEL NORRIS, BOARD CHAIR

Attachment: Exhibit "A" Camburas and Theodore - Proposal

April 20, 2026

EXHIBIT A

CONSTRUCTION WORK LETTER / PROFESSIONAL SERVICES AGREEMENT

Palm Coast Cultural Arts Master Plan

1. PARTIES

This Work Letter ("Agreement") is entered into between:

Client: [Client Name]

Project: Palm Coast Cultural Arts Master Plan

Consultant: Camburas and Theodore Architecture, Planning, and Engineering ("Consultant")

2. PROJECT DESCRIPTION

Camburas and Theodore Architecture, Planning, and Engineering shall provide professional planning and consulting services to prepare a comprehensive Master Plan for the Palm Coast Cultural Arts site. The intent of the Master Plan is to organize the site to maximize utility, connectivity, and community impact, while balancing the long-term development of the YMCA facility and cultural arts components with the continued operation of existing site elements including the open-air stage and food truck areas.

3. SCOPE OF SERVICES

Consultant shall provide services in the following phases:

PHASE I – SITE ANALYSIS AND PROGRAMMING

Consultant shall evaluate existing conditions and establish programmatic requirements to guide the master planning effort, including:

- Review of existing drawings, reports, and available site data
- Incorporation of prior YMCA site design information into overall site analysis
- Site observation, as required
- Coordination meetings with YMCA representatives, City staff, and stakeholders
- Development of programmatic requirements for the YMCA, stage, and future improvements
- Evaluation of parking demand, utility infrastructure, and event logistics
- Identification of site constraints, opportunities, and operational considerations

Phase I Fee: \$26,000.00, broken down as follows:

- Existing Conditions Analysis: \$5,000.00
- Stakeholder Engagement: \$2,500.00
- Programming: \$15,000.00
- Needs Assessment: \$3,500.00

PHASE II – CONCEPTUAL MASTER PLANNING

Consultant shall develop conceptual planning alternatives and supporting analysis, including:

- Preparation of a minimum of two (2) alternative site layout plans
- Evaluation of relationships between YMCA facilities, stage, and food truck areas
- Design of pedestrian circulation, vehicular access, and service/loading areas
- Zoning and land use review to confirm compliance with applicable regulations
- Development of massing studies integrating stage improvements and building forms

Phase II Fee: \$27,500.00, broken down as follows:

- Alternative Plans (2 @ \$5,000.00 each): \$10,000.00
- Flow and Circulation: \$2,500.00
- Zoning and Land Use: \$8,500.00
- Massing Study: \$6,500.00

PHASE III – FINAL MASTER PLAN DEVELOPMENT

Consultant shall prepare a finalized and coordinated Master Plan, including:

- Refinement of the preferred concept based on stakeholder input
- Development of a phasing strategy to allow continued operation of site elements during construction
- Preparation of illustrative site plans and 3D renderings
- Preparation of an Opinion of Probable Cost for the proposed improvements

Phase III Fee (Lump Sum): \$15,000.00

4. TOTAL COMPENSATION

Total compensation for the Services described herein shall be:

\$68,500.00 (Sixty-Eight Thousand Five Hundred Dollars)

5. DELIVERABLES

Consultant shall provide the following:

- Two (2) conceptual site plan alternatives
 - Final Master Plan document, including phasing strategy
 - Illustrative site plans and 3D renderings
 - Opinion of Probable Cost
-

6. SCHEDULE

Services shall commence upon written authorization. Estimated durations are as follows:

- Phase I: Approximately 2–3 weeks
- Phase II: Approximately 3–4 weeks
- Phase III: Approximately 2–3 weeks

Schedule is subject to stakeholder availability and timely receipt of required information.

7. CLIENT RESPONSIBILITIES

Client shall:

- Provide all available surveys, drawings, and background documentation
 - Facilitate access to the site as required
 - Coordinate participation of stakeholders in meetings and reviews
 - Provide timely review and feedback
-

8. ADDITIONAL SERVICES

Services not specifically identified in this Agreement shall be considered Additional Services and shall be performed upon written authorization and billed separately.

9. EXCLUSIONS

The following are specifically excluded:

- Detailed architectural, structural, or MEP design
 - Construction documents or permit drawings
 - Agency approvals or permitting services
 - Survey, geotechnical, or environmental investigations
 - Detailed cost estimating beyond conceptual level
-

10. STANDARD OF CARE

Services shall be performed consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under similar circumstances.

11. AUTHORIZATION

This Agreement shall become effective upon written authorization by the Client.

If this proposal is acceptable, please sign and return. Thank you for considering Camburas and Theodore, Ltd. for this project. I look forward to the opportunity of working together.

Respectfully,

Proposal Prepared By:

Camburas & Theodore, Ltd. _____

 _____

Signature

Peter T. Theodore, Architect, NCARB _____

Proposal Agreed and Accepted By:

Signature
