



Meeting Agenda
Thursday, May 7, 2026

6:00 PM

REGULAR MEETING

Cocoa Beach City Hall
2 S Orlando Avenue
Cocoa Beach, FL 32931

WELCOME

Meeting re-broadcasts on: Spectrum - Channel 499 and
www.youtube.com/@CityofCocoaBeachFL
Meeting Video Archives: www.cityofcocoa beach.com

Packets: Packets are on the City's website (www.cityofcocoa beach.com)

Rules of Order: Robert's Rules of Order and the Florida Sunshine Law govern the conduct of our meetings.

Speaking Courtesy Rules:

- The Commission accepts relevant comments.
- A time limit of three minutes is imposed on each speaker. If speaking for a group, the Commission may grant an additional three minutes.
- Please direct comments and questions through the Mayor
- Complete speaker cards are required for each of the items you wish to address. Submit the card to the City Clerk prior to the introduction of the item. Speaker Cards are available in the entrance of the Commission Room and in the City Clerk's office prior to the meeting. The purpose of the card is to obtain the spelling of your name, contact information if follow-up is needed, and provide for efficient meeting administration.
- Upon being recognized by the Mayor, please approach the dais, state your name and address, and speak into the microphone.

Approval Of Order Of Business:

Note: Members of the public, Commission and Staff may remove items from the Consent Agendas, if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.

Appealing a Decision:

Any person desiring to appeal any decision made by the City Commission, with respect to any matter considered at such a meeting or hearing, will need a record of the proceedings and for such purposes must ensure that a verbatim record and transcript of the proceeding is made in a form acceptable for official court proceedings, which record includes the testimony and evidence upon which the appeal is to be based. It shall be the responsibility of the person desiring to appeal any decision to prepare a verbatim record and transcript at his/her own expense as the City does not provide one

American with Disabilities Act:

ATTN: PERSONS WITH DISABILITIES. In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons needing special accommodations to participate in this proceeding shall, at least forty-eight (48) hours prior to the meeting, contact the Office of the City Clerk at (321) 868-3286; Florida Relay Service (800) 955-8771 (TDD); or (800) 955-8770 (Voice) or 711.

THANK YOU for participating in your Cocoa Beach City Government.

A. MEETING CALLED TO ORDER

1. Pledge of Allegiance
2. Invocation by Greg LeSieur, Pastor, First United Methodist Church
3. Roll Call

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

C. SPECIAL PRESENTATIONS

1. Save Our Indian River Lagoon (SOIRL) Presentation
Representative: Terri Breeden, SOIRL Program Manager, and Virginia Barker, Brevard County Natural Resources Management Director

D. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

E. STAFF REPORTS AND ANNOUNCEMENTS

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

H. CONSENT AGENDA

1. Approve the April 16, 2026, Commission Meeting Minutes
Staff Representative: City Clerk Department
2. **Board Appointment**
Planning Board Appoint Charles Mason, to serve a term ending November 2028 (Seat 1 - Mayor Capizzi)
Recommendation: Appoint
3. Review and adopt City Commission policies and procedures, including revisions establishing a 6:00 p.m. meeting start time in accordance with Ordinance No. 1712, and limiting meeting duration to no more than three (3) hours from the scheduled start time.
Recommendation: Adopt
4. Approve the budget workshop meeting dates; June 16th, 2026 at 6:00 PM and August 18th, 2026 at 6:00 PM.
Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director/CRA
Recommendation: Approve
5. Approve the Fourth Amendment to the Stormwater Education and Outreach Interlocal Agreement with Brevard County, the City of Cape Canaveral, City of Cocoa, City of Cocoa Beach, Town of Grant-Valkeria, City of Indian Harbour Beach, Town of Malabar, City of Satellite Beach, and City of West Melbourne. This amendment is for the City of Satellite Beach to re-join the interlocal agreement.
Staff Representative: Morgan Zuhlke, Stormwater Utility Manager
Recommendation: Approve.

I. ITEMS REMOVED FROM THE CONSENT AGENDA

J. UNFINISHED BUSINESS

1. Ordinance 1714 - Adopt Ordinance 1714 on second reading - an ordinance of the City of Cocoa Beach, Florida, amending section 4-43, "SPECIAL EXCEPTIONS"; and section 4-46, "AMENDMENTS TO THE ZONING MAP" of Article I, "VARIANCE WAIVER AND SPECIAL EXCEPTION"; and Article V, "AMENDMENTS"; of Chapter IV – "LAND DEVELOPMENT PROCEDURES" respectively of the Code Ordinances; providing for conflicts, codification,

severability, and an effective date - **AMENDED**

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on second reading

2. Adopt Ordinance 1715 on second reading — an ordinance of the City Commission of the City of Cocoa Beach, Florida, amending the Code of Ordinances, Chapter 15, by adding a new section 15-39A, entitled “UNAUTHORIZED COMMERCIAL EQUIPMENT”; Providing for legislative findings; providing definitions, providing for the impoundment of unauthorized commercial equipment used in connection with unlicensed commercial activity in the Ocean Beach Park; providing for notice, administrative fees, and reclaim procedures; providing for joint and several responsibility of owners, operators, principals, employees, agents and persons acting on behalf of an unlicensed beach business; providing for appeal; providing for codification; severability, conflicts, and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on second reading

K. NEW BUSINESS

1. Authorize staff to negotiate and award a contract with Club Car LLC for the Golf Car Replacement (CB26-009), to include a four-year lease/purchase agreement with DLL Finance LLC. The agreement would include applying the balance of the current golf carts trade-in value, not to exceed \$592,574.40. In the event an agreement cannot be reached with Club Car LLC, staff is authorized to proceed with negotiations with the remaining ranked firm(s), including the option to re-solicit proposals through a new RFP if necessary, until a contract is executed.

Staff Representative: Andi Segarra, Leisure Services Director

Recommendation: Approve

2. Adopt Emergency Ordinance 1717 - AN EMERGENCY ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING ARTICLE IV, “IN GENERAL”, OF CHAPTER 5, “BEACHES, FILLS AND PUBLIC WATERWAYS” OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH; MAKING A FINDING OF EMERGENCY; AMENDING SECTION 5-50 (DEFINITIONS) TO REVISE THE DEFINITION OF MOTOR VEHICLES; AMENDING SECTION 5-52, RETITLING AND REVISING SAID SECTION TO ADDRESS AUTHORIZED BEACH SIGNAGE AND RESCUE DEVICES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt

3. Adopt Ordinance 1718 on first reading - AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING Article IV, “In General”, of Chapter 5, “Beaches, Fills and Public Waterways” of the Code of Ordinances of the City of Cocoa Beach; AMENDING SECTION 5-50 (DEFINITIONS) TO REVISE

THE DEFINITION OF MOTOR VEHICLES; AMENDING SECTION 5-52, RETITLING AND REVISING SAID SECTION TO ADDRESS AUTHORIZED BEACH SIGNAGE AND RESCUE DEVICES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; PROVIDING AN EFFECTIVE DATE.³

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on first reading

L. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

M. ADJOURNMENT

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Save Our Indian River Lagoon (SOIRL) Presentation
Representative: Terri Breeden, SOIRL Program Manager, and Virginia Barker, Brevard
County Natural Resources Management Director

IS THIS ITEM BUDGETED (IF APPLICABLE)?

NA

BACKGROUND:

The Save Our Indian River Lagoon (SOIRL) Program was created with the ½ cent sales tax that Brevard County residents voted to impose on themselves in 2016. The program is designed to address excess nitrogen and phosphorus pollution to the Indian River Lagoon through various projects to reduce pollution inputs, remove legacy loads of pollution, and restore natural filtration systems.

The SOIRL Program's mission statement is to restore the Indian River Lagoon through collaborative, science-based projects which reduce and remove pollution to benefit our community, economy, and natural resources.



Brevard County's

Save *our* **LAGOON**

City of Cocoa Beach, May 7, 2026
Terri Breeden, Program Manager

We Needed a Response Plan

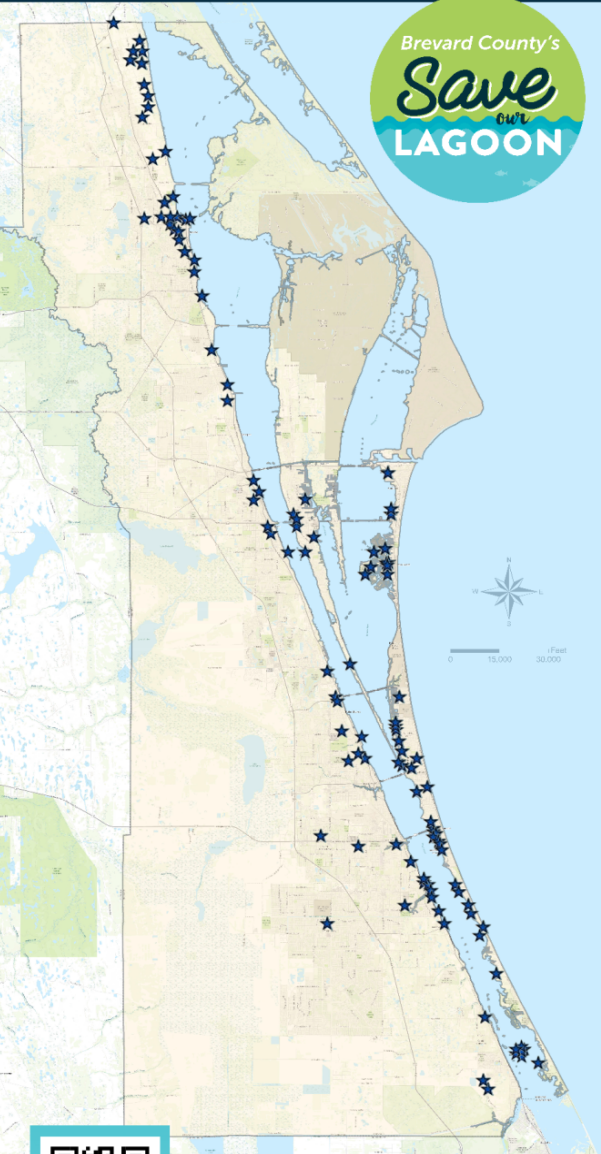
- 2011 algal superbloom
- 2011 secondary bloom
- 2012 brown tide
- 2013 brown tide
- 2013 unusual mortalities
- 2015-2016 brown tide
- 2016 extensive fish kill



County Wide ½ Cent Infrastructure Sales Tax

MISSION: *RESTORING* the Indian River Lagoon through collaborative, science-based projects which *REDUCE* and *REMOVE* pollution to benefit our community, economy, and natural resources.





Scan for more
project information



SOIRL Project Progress

133 Completed Projects

18 Titusville
17 Clam Projects
15 Brevard Zoo
10 Cocoa Beach
5 Marine Resources Council
5 Melbourne
4 Cocoa
3 Satellite Beach
2 Indian Harbour Beach
2 Palm Bay

2 Rockledge
2 West Melbourne
1 Private Mobile Home Park
1 Private Business Park
1 Cape Canaveral
1 Indialantic
1 Melbourne Tillman WCD
1 Merritt Island
Redevelopment
1 St. Johns River Water Mgmt

2025 Indian River Lagoon Economic Valuation

Indian River Lagoon National Estuary Program



ONE LAGOON
ONE COMMUNITY · ONE VOICE

EXECUTIVE SUMMARY

2025 Indian River Lagoon
Economic Valuation:
Economic Impact Update and
Ecosystem Services Valuation

Technical Report 2025-02b
September 2025



\$28.3 BILLION
in spending
generates



\$14 BILLION
in value added
to local GDP



\$8.3 BILLION
in wages



128,400
jobs

Economic Impact from the Indian River Lagoon

TOTAL	EMPLOYMENT	LABOR INCOME (millions \$)	VALUE ADDED (millions \$)	OUTPUT (millions \$)
Direct	71,689	\$ 5,163	\$ 8,473	\$ 17,110
Indirect	33,462	\$ 2,022	\$ 3,016	\$ 5,817
Induced	23,249	\$ 1,157	\$ 2,474	\$ 3,983
Property Value Impacts, Annualized*	-	-	-	\$ 1,378
Total	128,400	\$ 8,342	\$ 13,963	\$ 28,288

* The total contribution to 2025 property values was \$23 billion, annualized at a 6% discount rate to \$1.4 billion.
Source: The Balmoral Group work product.

322,773
lbs total nitrogen (TN) reduced
178,966 lbs/year + 143,807 lbs one-time

125
Community
Projects
Completed!

2026 Save Our Indian River Lagoon

Project Status

Progress as of December 31, 2025

2,356
Home Owner
Projects
Completed!

22,280
lbs total phosphorus (TP) reduced
15,963 lbs/year + 6,317 lbs one-time

Public Education & Engagement



Budget: \$4,000,742
TN Reduction: 33,709 lbs/year
Average Cost/lb TN: \$119
Projects Completed: 1
Projects Underway: 6
Projects in the Plan: 7

WWTF Upgrades for Reclaimed Water



Budget: \$37,964,159
TN Reduction: 82,174 lbs/year
Average Cost/lb TN: \$462
Projects Completed: 4
Projects Underway: 5
Projects in the Plan: 10

Rapid Infiltration Basin/ Sprayfield Upgrades



Budget: \$93,054
TN Reduction: 317 lbs/year
Average Cost/lb TN: \$294
Projects Completed: 1
Projects Underway: 0
Projects in the Plan: 2

Package Plant Connections



Budget: \$1,484,731
TN Reduction: 911 lbs/year
Average Cost/lb TN: \$1,630
Projects Completed: 1
Projects Underway: 1
Projects in the Plan: 2

Smoke Testing/ Sewer Lateral Repairs



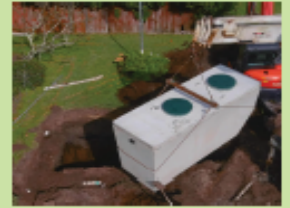
Budget: \$1,558,648
TN Reduction: 6,196 lbs/year
Average Cost/lb TN: \$252
Miles Smoke Tested: 299
1,165 of 1,209 Leaks Repaired
Projects in the Plan: 6

Septic to Sewer



Budget: \$146,772,832
TN Reduction: 103,510 lbs/year
Average Cost/lb TN: \$1,418
Homes Connected: 983
Homes Contracted: 1,141
Homes in the Plan: 4,929

Septic System Upgrades



Budget: \$45,183,828
TN Reduction: 43,310 lbs/year
Average Cost/lb TN: \$1,043
Homes Upgraded: 653
Homes Contracted: 1,066
Homes in the Plan: 2,671

Stormwater Projects



Budget: \$83,775,372
TN Reduction: 217,501 lbs/year
Average Cost/lb TN: \$385
Projects Completed: 56
Projects Underway: 17
Projects in the Plan: 229

Aquatic Vegetation Harvesting



Budget: \$2,890,339
TN Reduction: 47,498 lbs
Average Cost/lb TN: \$61
Projects Completed: 10
Projects Underway: 0
Projects in the Plan: 11

Muck Removal



Budget: \$162,569,997
TN Reduction: 235,202 lbs/year
Average Cost/lb TN: \$691
Projects Completed: 4
Projects Underway: 13
Projects in the Plan: 21

Interstitial Water Treatment



Budget: \$50,896,253
TN Reduction: 500,032 lbs
Average Cost/lb TN: \$102
Projects Completed: 3
Projects Underway: 11
Projects in the Plan: 15

Oyster Bars



Budget: \$11,108,467
TN Reduction: 22,261 lbs/year
Average Cost/lb TN: \$499
Projects Completed: 15
Projects Underway: 7
Projects in the Plan: 30

Planted Shorelines



Budget: \$110,132
TN Reduction: 440 lbs/year
Average Cost/lb TN: \$250
Projects Completed: 9
Projects Underway: 0
Projects in the Plan: 10

Clam Restoration



Budget: \$557,470
TN Reduction: 4,241 lbs
Average Cost/lb TN: \$131
Projects Completed: 12
Projects Underway: 8
Projects in the Plan: 20

\$504.6M
2017-2025 Revenue

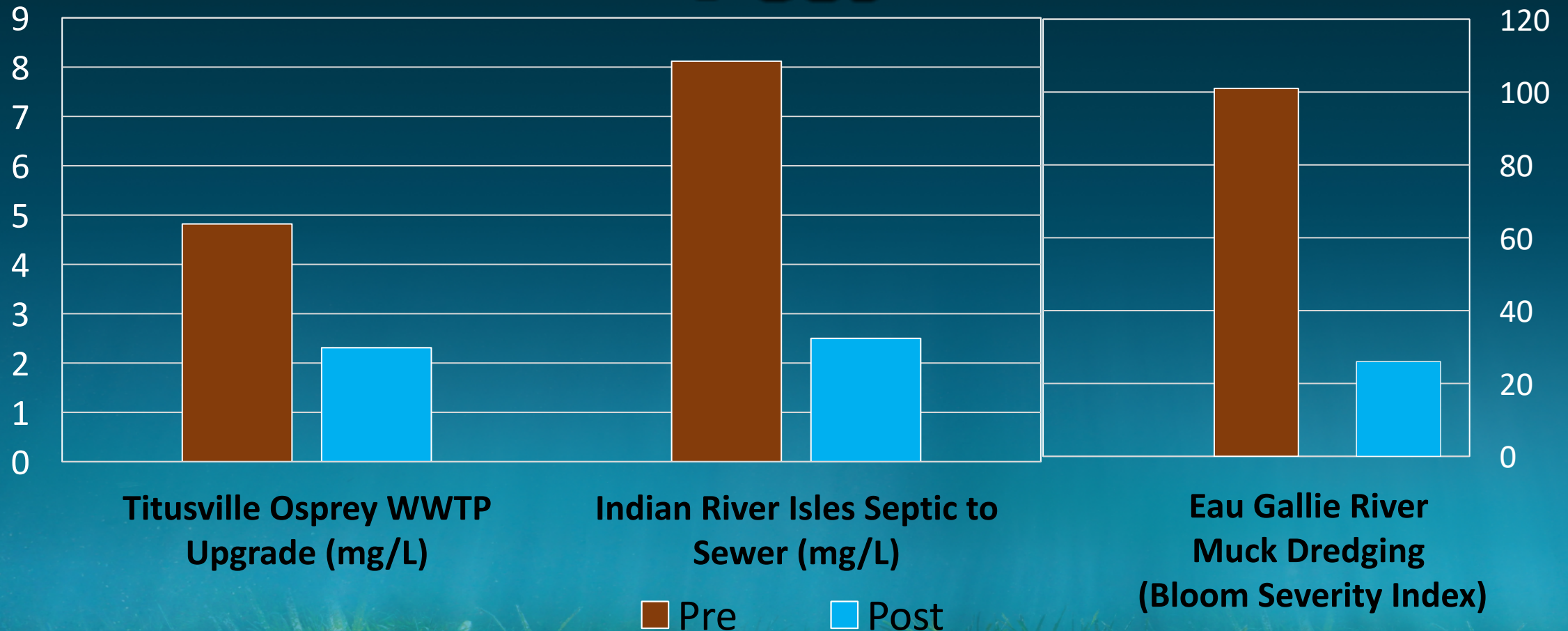
\$583.4M
10-Year Revenue Estimate

\$103.6M
2017-2025 Expenditures

\$431.8M
Projects Underway

Save
our
LAGOON

Pollution Reduction Progress Pre vs Post





Cocoa Beach SOIRL Projects

10 Completed Projects

- Cocoa Beach Water Reclamation Facility Upgrade
- Blakey Blvd LID
- Dempsey Drive LID
- McNabb Outfall Bioretention
- Maritime Hammock Preserve Stormwater Pond Vegetation Harvesting
- Cocoa Beach Golf Course Stormwater Pond Harvesting
- Cocoa Beach Muck Dredging – Phase III
- Cocoa Beach Muck Dredging – Phase II-B
- McNabb Park Oyster Bar
- McNabb Park Planted Shoreline

Underway

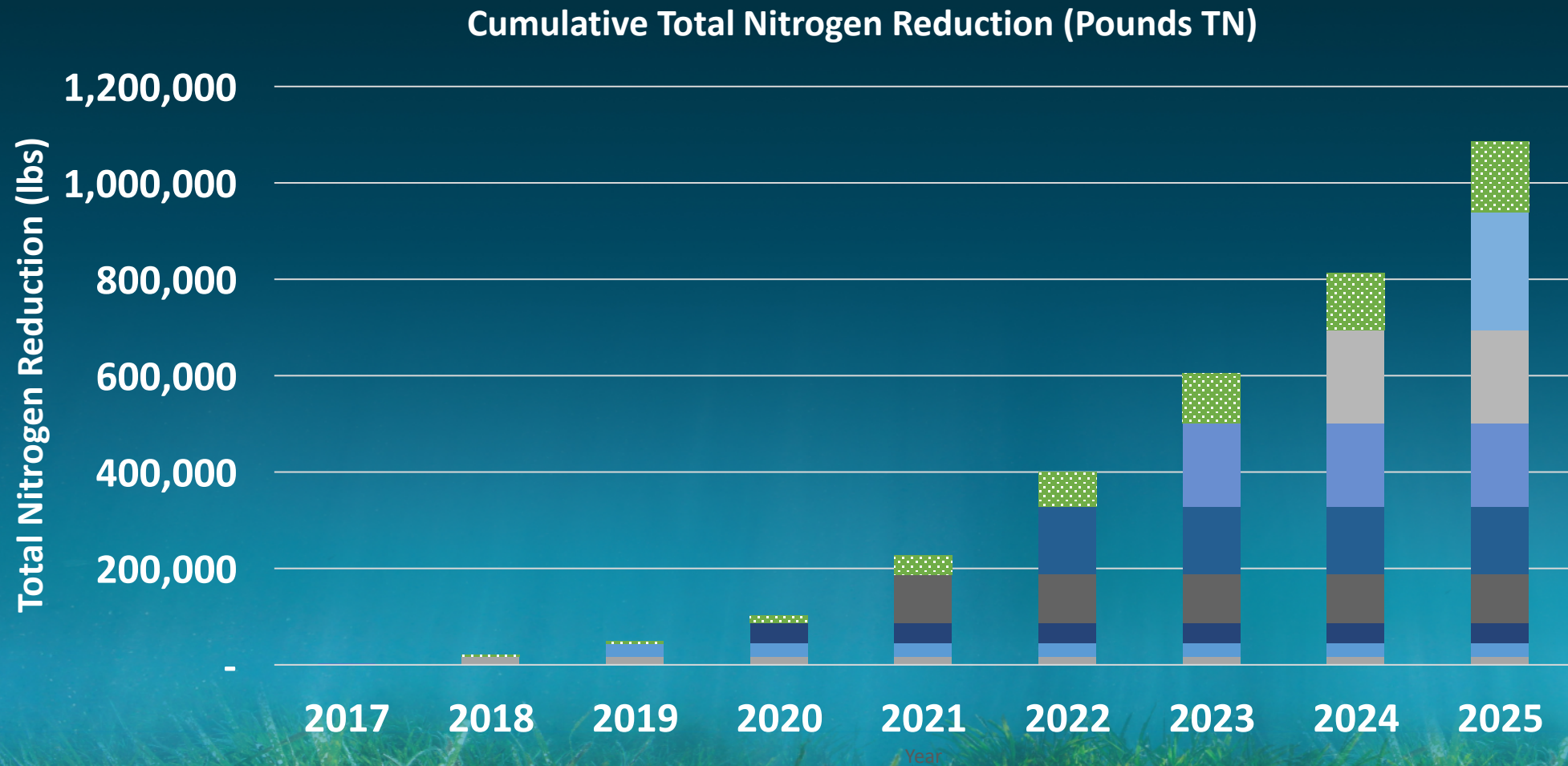
- Ramp Road Stormwater

Cocoa Beach Muck Capping Project

- 140 acres
- 975,000 cy of muck
- ~ 12" cap of healthy sand
- Construction starting soon
 - ~ 18 months to complete

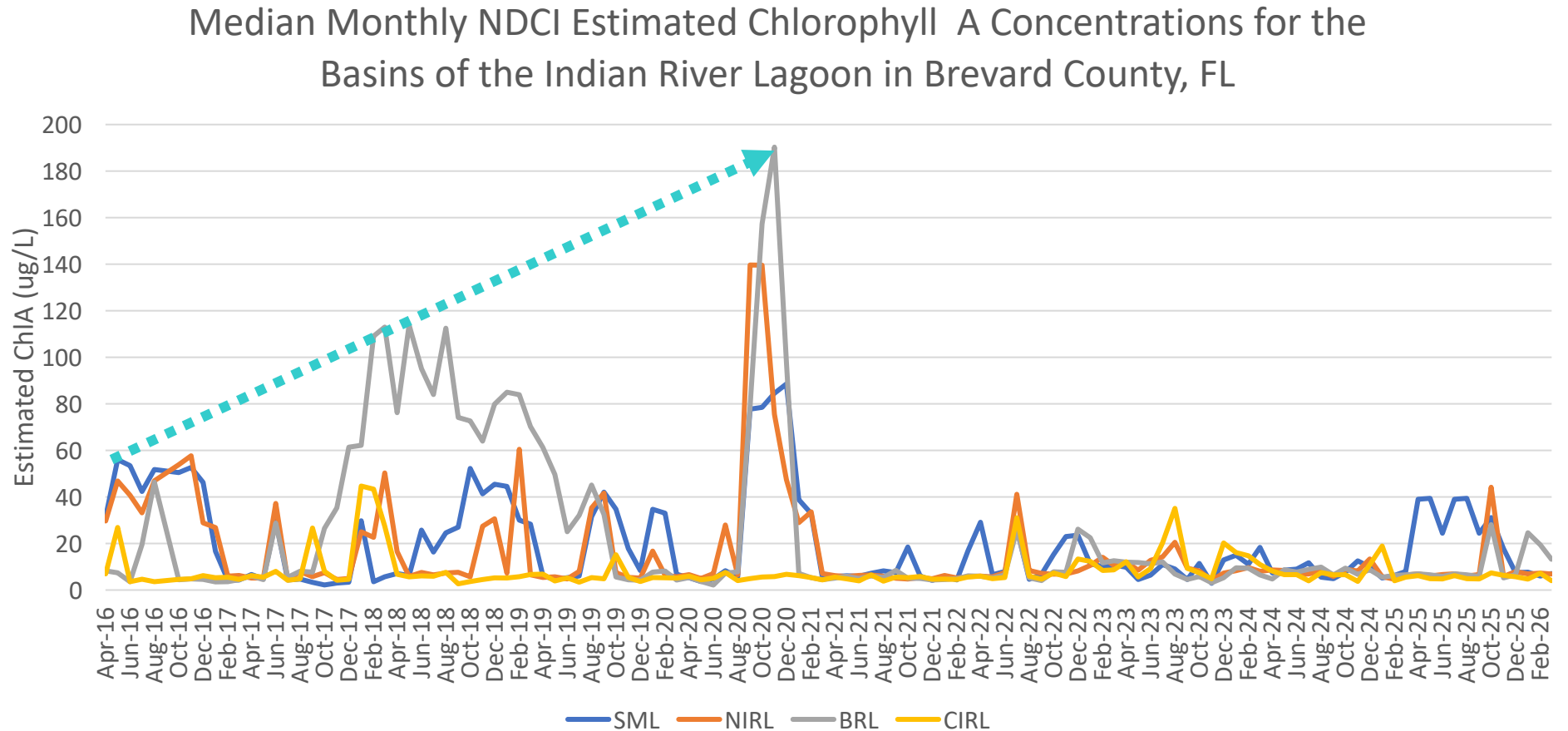


Cumulative Total Nitrogen Reduction



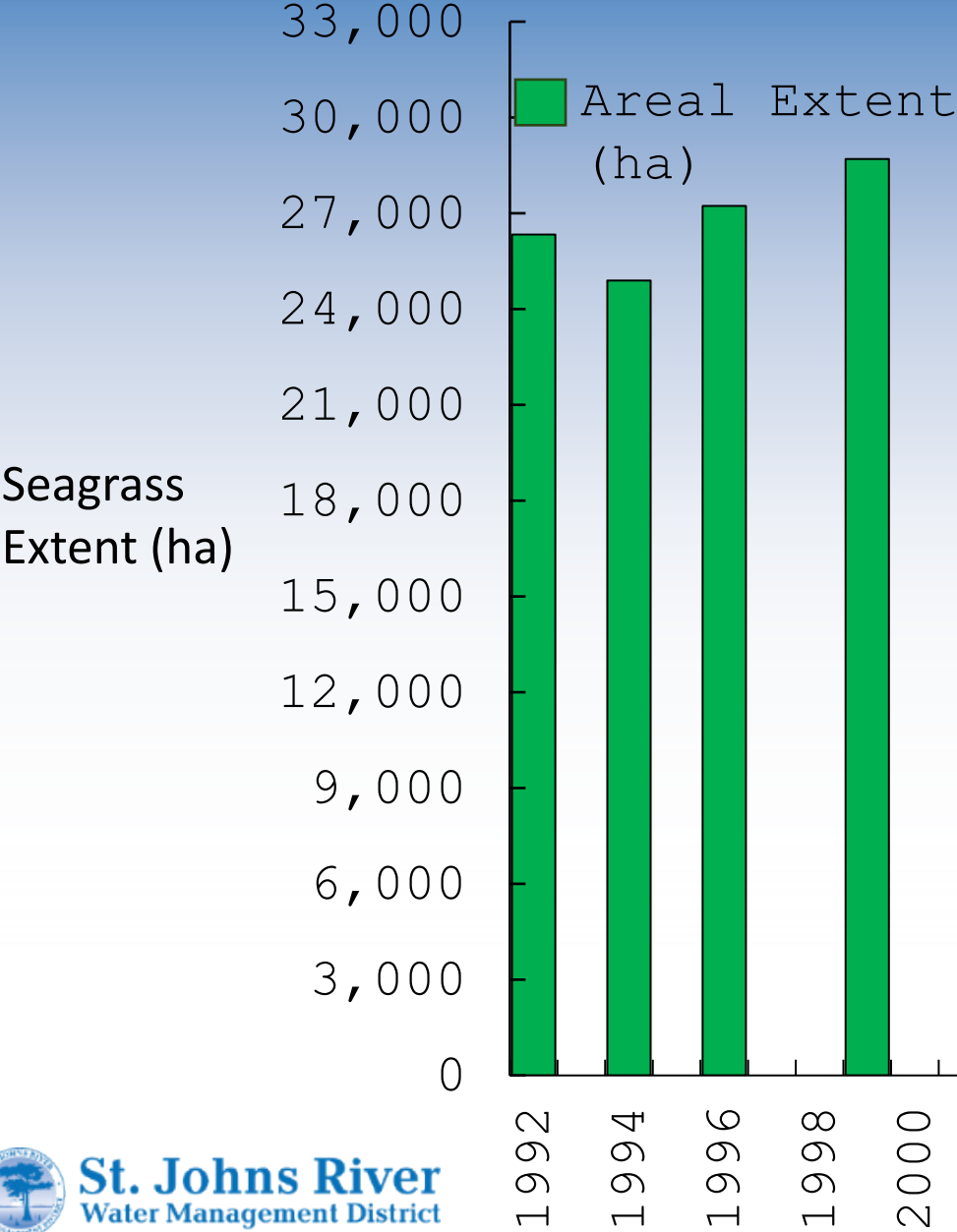
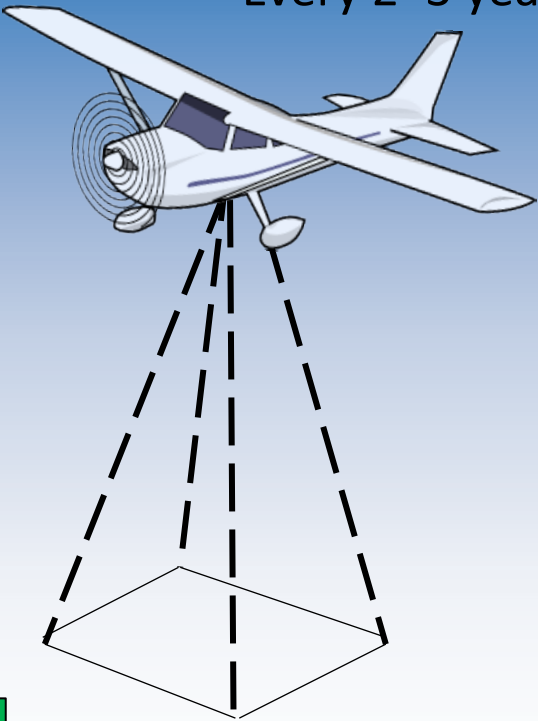
Algae Bloom Response (2016-2025)

Sentinel 3
NDCI Estimated Chlorophyll A
Concentrations

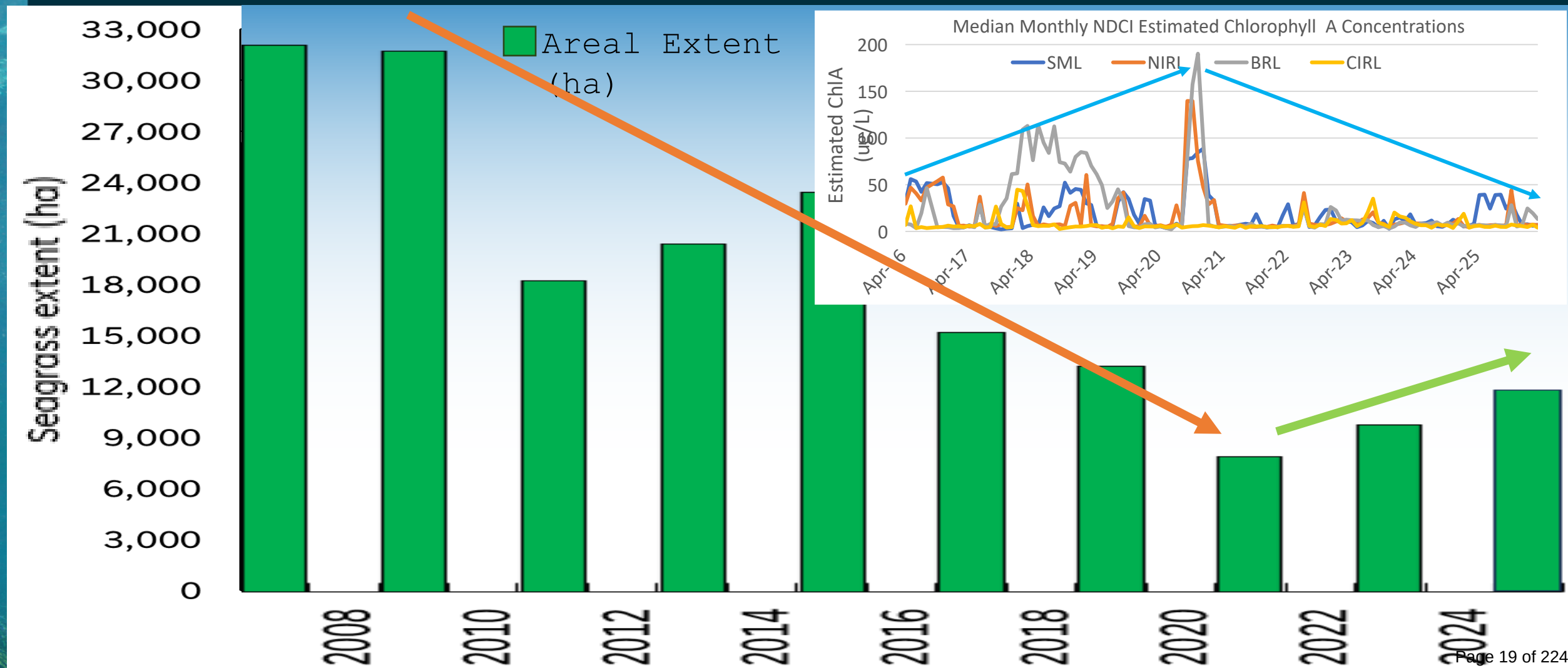


Seagrass Extent

Aerial Surveys
Every 2–3 years



Evidence of Progress: Seagrass Response





**SOIRL is working.
Restoration takes time.
Hope is on the Horizon!**

Kim



Get More Information

IRLProject@BrevardFL.gov



Sign Up For Our
Monthly Newsletter

Become Lagoon
Loyal



CITY OF COCOA BEACH
CITY COMMISSION
MINUTES
April 16, 2026

A. MEETING CALLED TO ORDER

Mayor Capizzi called the meeting to order at 7:00 PM.

1. Pledge of Allegiance
2. Invocation by Keith Capizzi, Club Zion Community Church
3. Roll Call

Commission Members Present:

Mayor Keith Capizzi
Vice-Mayor Skip Williams
Commissioner Joshua Jackson
Commissioner Tim Tumulty
Commissioner Jeremy Hutcherson

Administrative Members Present:

City Attorney Becky Vose
City Manager Wes Mullins
City Clerk Karin Grooms
Development Services Director Dave Dickey
Development Deputy Services Director Brian Palmer
Engineer, Gary Basham
Executive Assistant City Manager Carrie Lombardo
Fire Chief Justin Grimes
Fire Deputy Chief, Steve Lea
General Manager, CBCC Ed Thinger
Information Technology, Tristian Takacs
Leisure Services Director Andi Segarra
Police Chief Kris Kuehn
Police, Major Joseph Versaggi
Police, Major Manny Hernandez
Project Manager, Taylor Mottolo
Stormwater Manager, Morgan Zuhlke
Water Rec/ Public Works Director Brad Kalsow

B. APPROVAL OF THE AGENDA

(Note: Members of the public, Commission and Staff may remove items from the Consent Agendas if they wish to discuss them. Requests for removal need to be made known to the City Commission under the Approval of the Order of Business, at the beginning of the meeting.)

Ms. Janice Scott requested to pull consent agenda item H2.

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO APPROVE MINUS H2

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

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C. SPECIAL PRESENTATIONS

1. Present Proclamation proclaiming the month April as Water Conservation Month
Representative: James Cannon

Mayor Keith Capizzi read the proclamation for Water Conservation Month. Mr. Cannon accepted the Proclamation on for the Water Conservation Month.

D. PUBLIC COMMENTS

Comments will be heard on items that do not appear on the agenda of this meeting. Citizens will limit their comments to three (3) minutes. Per Commission Procedures, the City Commission will not take any action or discuss items brought up under the "Public Comment" section of the agenda. The City Commission may schedule such items as regular agenda items and act upon them in the future.

Ms. Janice Scott spoke about the Port Authority and noted the space industry. Mentioned a packet given to the commission. Ms. Scott also discussed funding previously approved for Thunder on Cocoa Beach at a prior meeting. She expressed concerns regarding the use of tax funds and the amount of financial support the organization operating as LLC has received from the County.

E. STAFF REPORTS AND ANNOUNCEMENTS

The City Manager, Wes Mullins, gave the following staff reports:

- The airshow was successful. Noted the initial estimates of 150,000 people came each day to watch the Air Show. He noted the weather earlier in the week. He mentioned the events that occurred during the airshow to include EMS calls, lost children, handful water rescues and a sinking boat rescue.

F. CITY ATTORNEY REPORTS AND ANNOUNCEMENTS

The City Attorney had no report.

G. CITY COMMISSION REPORTS AND ANNOUNCEMENTS

Commissioner Hutcherson requested everyone to pray for the families that were affected by the event that occurred the previous Tuesday at 4th Street South. Noted not being easy as they were on vacation.

H. CONSENT AGENDA

MOTION BY HUTCHERSON/WILLIAMS

I MOVE TO APPROVE CONSENT AGENDA

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

1. Approve the March 19th, 2026 & April 2nd, 2026, Commission Meeting Minutes
Staff Representative: City Clerk Department
2. Approve the following Memorandums of Understanding (MOUs) for School Resource Officer (SRO) services for the 2026–2027 school year:

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- **School Board of Brevard County & City of Cocoa Beach:** One-year MOU for SRO services, with reimbursement of \$77,000 per SRO for up to two (2) SROs, aligning with the School Board's agreement with the Brevard County Sheriff's Office.
- **City of Cocoa Beach & City of Cape Canaveral:** One-year MOU to share the cost of the SRO assigned to Cocoa Beach Junior/Senior High School.

These are budgeted items for FY27.

Staff Representative: Kris Kuehn, Police Chief

Recommendation: Approve

I. ITEMS REMOVED FROM THE CONSENT AGENDA

Item H2. Approve the following Memorandum of Understanding for School Resource Officers services for the 2026-2027 school year.

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE H2.

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Janice Scott requested clarification regarding the two schools covered under the agreements. She referenced Freedom 7 and expressed concerns about the City providing an SRO for the campus. The City Manager, Mr. Mullins clarified that the SRO assignments apply only to Roosevelt Elementary and the High School. He further explained that the Finance Department is coordinating with the City of Cape Canaveral on funding arrangements. The agreements remain consistent with those from previous years.

J. UNFINISHED BUSINESS

1. Adopt Ordinance 1712 on second reading, An Ordinance of the City of Cocoa Beach, Florida, changing the start time for regular meetings of the City Commission to 6:00: providing for conflicts, severability, non-codification, and an effective date.

Commission Representative: Jeremy Hutcherson, Commissioner

Recommendation: Adopt on Second Reading

MOTION BY HUTCHERSON/WILLIAMS

I MOVE TO ADOPT ORDINANCE 1712 ON SECOND READING

ROLL CALL - AYES 4 NAYS 1 CAPIZZI

Vice-Mayor Williams requested an amendment to the motion, to include the meetings not to proceed pass 3 hours.

MOTION WILLIAMS/HUTCHERSON

I MOVE TO APPROVE THE AMENDMENT TO INCLUDE NOT GOING PASS 3

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HOURS.

2. Adopt Ordinance 1713 on second reading, An Ordinance of the City of Cocoa Beach, Florida, adopting the latest version of the International Property Maintenance Code as amended herein; providing for the repeal of the prior inconsistent ordinance and resolutions; incorporation into the code; severability and an effective date.
Staff Representative: Brian Palmer, Deputy Development Services Director
Recommendation: Adopt on Second Reading

MOTION BY HUTCHERSON/JACKSON
I MOVE TO ADOPT ORDINANCE 1713 ON SECOND READING
ROLL CALL AYES 5-0

Commissioner Tumulty noted the background summary on the agendas and appreciated the information broken down.

K. NEW BUSINESS

1. Cocoa Beach Senior Center (Formally Freedom 7 Senior Center) - Request for \$30,000 in City Funds to be budgeted in FY27 for support of the part-time director's salary.
~~Representative: Nicole Sahr-Downey, Executive Director of Cocoa Beach Senior Center.~~ Annetta Gross, Jenny Burris, Mike Nichols - Updated 4/13/26

MOTION BY HUTCHERSON/JACKSON
I MOVE TO APPROVE
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Janice Scott spoke regarding senior centers and highlighted the services they provide. She referenced other senior centers throughout the county and encouraged the Commission to allocate funds to support senior travel, emphasizing that funds should directly benefit seniors.

Ms. Lila noted that she resides in Cape Canaveral and serves as an instructor at the Senior Center. She described her program and other offerings available at the center, highlighting the number of seniors who participate and the overall benefits of having a dedicated space for activities and engagement.

Commissioner Jackson referenced the activity list provided to the Commission, noting its value in demonstrating community engagement and enhancing quality of life. He suggested incorporating a nutritional component into the programming.

Mayor Capizzi inquired with the City Manager regarding the rental and usage of the facility. He noted that the Senior Center utilizes the facility approximately 208 days per

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year and discussed the in-kind value provided. The City Manager stated that the estimated rental value would be approximately \$50,000 annually.

Vice-Mayor Williams asked whether there is flexibility in the event the space is needed for other purposes. Ms. Andi Segarra, Leisure Services Director, confirmed that the Senior Center is flexible and will rearrange or accommodate scheduling needs as necessary.

Vice-Mayor Williams requested 5–10 years of financial data for the Senior Center, emphasizing the need for historical data and statistics to support future decision-making.

Mayor Capizzi expressed his support for the Senior Center and willingness to provide necessary resources, but also voiced concern about funding one organization over others. The Commission discussed other organizations and the extent of in-kind services provided.

Ms. Jenny Burris outlined the role of the Senior Center Director, providing an overview of daily responsibilities. She clarified that the requested funds would support the Director's salary.

Commissioner Tumulty referenced a salary amount of \$60,000, which was clarified to be \$30,000. Ms. Burris further explained that the organization is unable to sustain even a part-time director based on current membership dues of \$25 per year.

Commissioner Hutcherson inquired about the number of members who are Cocoa Beach residents. It was noted that approximately 80% of the membership resides in Cocoa Beach. Commissioner Tumulty emphasized that funding is derived from Cocoa Beach residents.

Commissioner Hutcherson expressed his support for the organization and provided reasoning for distinguishing it from other organizations. Commissioner Tumulty noted his disagreement.

Further discussion occurred regarding organizational business plans, long-term sustainability, and how each organization benefits city residents.

Commissioner Tumulty stated his support for funding the organization for the upcoming fiscal year. He requested that, for the following year, the Senior Center provide financial documentation and operate under a Memorandum of Understanding (MOU), similar to Main Street, including insurance requirements. He also referenced prior discussions about constructing a dedicated facility and noted increasing activity at the Country Club, suggesting that the location may not be a suitable long-term fit for the Senior Center, while emphasizing this as a future consideration.

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Mr. Mullins, City Manager, noted that, after consultation with the City Attorney, the organization should operate under a formal agreement, similar to the arrangement with Main Street.

Mayor Capizzi stated his support for the organization. He emphasized, however, that future funding decisions should include clear justification and consideration of how funding is allocated among organizations.

Ms. Annetta Gross stated she serves on the Board of the Senior Center. She described the organization as a charitable entity and outlined its role in serving the Cocoa Beach community. She noted the name change from the Freedom 7 Senior Center to the Cocoa Beach Senior Center and shared her personal experience and involvement with the center.

Mr. Mike Nichols, a Physical Therapist and Board member, spoke in support of the organization. He highlighted the performance of the part-time Director, noting she does an excellent job managing operations. He emphasized the importance of movement and wellness for seniors, discussed the growth in community participation, and noted increased outreach efforts. He also addressed the organization's fundraising efforts to support programming, the continued need for a Director, and the importance of maintaining low costs for participants.

Mayor Capizzi thanked the members of the Senior Center for attending and demonstrating their support to the Commission.

Mr. Peter Cunningham, President of the Board, spoke about the organization's history, including past challenges. He noted that financial statements have been prepared annually for the past ten years by a local CPA. He thanked the Commission for its continued support and discussed membership trends, including a decline during the City Hall relocation.

Commissioner Tumulty stated that, moving forward, continued funding would require an executed Memorandum of Understanding (MOU) and submission of financial documentation. He referenced the financial information provided and requested more detailed reporting. He also inquired about the office space located on the stage and whether utilities such as internet and phone service were provided by the City; it was clarified that these costs are covered by the Senior Center.

Mayor Capizzi requested that, moving forward, a survey or system be implemented to better distinguish between resident and non-resident participation.

Commissioner Hutcherson discussed the distinction between this organization and Main Street, noting that the Senior Center primarily serves Cocoa Beach residents. He also acknowledged the transparency presented.

Vice-Mayor Williams addressed the topic of resident versus non-resident participation, stating that he does not support drawing strict distinctions based on residency. He

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expressed his support for the organization but requested more detailed financial information.

2. **PULLED 04/14/26**-Adopt Ordinance 1710 on first reading -- An ordinance of the City of Cocoa Beach, Florida, related to travel and car rental agencies, amending section 2, "RM-2 MULTIFAMILY PROFESSIONAL DISTRICT" and "CT-1 OCEANFRONT RESIDENTIAL AND TRANSIENT DISTRICT" of Article III "ESTABLISHMENT OF STANDARD ZONING DISTRICTS" of Chapter II -- "ZONING DISTRICTS" to of the Code of Ordinances; providing for conflicts, codification, severability, and an effective date.
Staff Representative: David Dickey, Development Services Director
Recommendation: Adopt on first reading

This item was pulled from the agenda.

3. Adopt Ordinance 1714 on first reading - an ordinance of the City of Cocoa Beach, Florida, amending section 4-43, "SPECIAL EXCEPTIONS"; and section 4-46, "AMENDMENTS TO THE ZONING MAP" of Article I, "VARIANCE WAIVER AND SPECIAL EXCEPTION"; and Article V, "AMENDMENTS"; of Chapter IV -- "LAND DEVELOPMENT PROCEDURES" respectively of the Code Ordinances; providing for conflicts, codification, severability, and an effective date.
Staff Representative: David Dickey, Development Services Director
Recommendation: Adopt on first reading

MOTION BY HUTCHERSON/TUMULTY
I MOVE TO ADOPT ORDINANCE 1714 ON FIRST READING
VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Ms. Marie Pierce referenced the Planning Board meeting of April 6 regarding ordinance 1714. She discussed the language of the ordinance and emphasized the strength of the criteria for Special Exceptions. She summarized the presentation provided at that meeting and urged the Commission to approve ordinance 1714.

Ms. Janice Scott stated that she had not reviewed the ordinance in its entirety but requested that staff present the item prior to public comment. She expressed concerns regarding the Board of Adjustment, particularly in relation to Special Exceptions, and described it as problematic. She referenced the Comprehensive Plan, noting considerations related to canal use between commercial and residential areas. She also discussed concerns about traffic impacts, stating that staff recommendations were not adequately considered. Additionally, she raised concerns about wake zones and impacts on manatees. She also spoke on the Banana River Reserve.

Mr. David Dickey, Development Services Director, provided an overview of board functions and procedures. He explained that boards generally operate in two capacities: legislative and administrative. He noted that legislative actions involve the creation of new laws and policies, while administrative actions typically involve quasi-judicial (QJ) hearings.

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Mr. Dickey explained that quasi-judicial hearings apply existing ordinances and policies, such as those found in zoning regulations or the Comprehensive Plan, to specific properties. He stated that, in this capacity, the Commission or board functions in a judicial role.

He further emphasized that decisions in quasi-judicial hearings must be based on competent, substantial evidence. Individuals presenting information must be knowledgeable and qualified, often as subject-matter experts, and all testimony must be entered into the record appropriately. He noted that decisions must rely on a reasonable factual basis and cannot be based on speculation, unsupported opinions, or unsubstantiated conjecture. He said the opinion is based on legislative policy, the administrative side is applying criteria. He noted the code could have more criteria added. He noted the eight additional criteria for Special Exemptions and Zoning's. The proposed criteria is factual-based and create a framework for decisions based on facts. Generally trying to see compatibility.

Mayor Capizzi noted the meetings with the board members and information before the meetings so they can base it on facts and not emotions.

Mr. Dickey noted that he would be working with the city attorneys to change the agendas as well to help with the criteria requirements. Mr. Dickey also noted that the Board of Adjustment attorney would be providing training for the board.

Mr. Mullins, City Manager, informed the Commission that Mr. Dickey had sent an email indicating that staff remains available to assist the Board as needed.

Mayor Capizzi stated that it is the Commission's responsibility to ensure due diligence and that appointed members are familiar with applicable ordinances and codes prior to serving.

Commissioner Jackson referenced his prior service on the Board of Adjustment and noted that staff support was consistently available during hearings, which assisted in informed decision-making.

Mayor Capizzi also noted that he consulted with the City Attorney when he first began serving on the Commission.

Vice-Mayor Williams spoke on Section 4-46, Amendments to the Zoning Maps, stating that he agreed with the provision. He referenced paragraph E, which provides that proposed zoning map amendments are reviewed by the Planning Board and then forwarded to the City Commission with a recommendation. He further described the process by which the City Commission adopts zoning map amendments by ordinance.

Vice-Mayor Williams then referenced Section 4-43, Special Exemptions, paragraph D(1), which includes consideration of whether an applicant has demonstrated compliance with proposed density, height, scale, intensity, and hours of operation. He

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noted that this section does not include Planning Board or City Commission review in the same manner as zoning map amendments.

Vice-Mayor Williams made a motion to amend the ordinance by striking the following language from Section 4-43(D)(1): “including proposed density, height, scale, and intensity,” while retaining the remainder of the paragraph. He stated that the Board of Adjustment should not make decisions beyond the limits established in the applicable zoning districts, including RM-1, RM-2, commercial, and special districts. He further noted that density, height, and intensity limitations are already established within the Code and have historically been addressed through variances rather than Special Exemptions.

Commissioner Jackson requested clarification.

City Attorney Becky Vose clarified that the provision does not allow approval above the established base levels set by the Commission.

Vice-Mayor Williams questioned the inclusion of this language in the ordinance, stating it could create the perception that such approvals are permitted. The City Attorney explained the purpose and intent of the Special Exemption provisions. Discussion occurred regarding how Special Exemptions are applied, including examples related to height limitations. It was clarified that the Board may impose limitations but cannot authorize increases beyond what is permitted in the Code.

Commissioner Jackson commented on the importance of providing clear information when evaluating Special Exemptions.

Vice-Mayor Williams requested the inclusion of language stating that approvals shall “never exceed” established limits.

AMENDMENT MOTION BY WILLIAMS/HUTCHERSON
AMENDED MOTION TO ADD A PARAGRAPH STATING “NEVER TO EXCEED” IN
SECTION 4-43

Ms. Janice Scott spoke regarding dock formulas and setback requirements from property lines. She referenced personal relationships and dock usage and inquired whether such provisions are included in City ordinances.

Mayor Capizzi explained to Ms. Scott the applicable regulations and confirmed that such requirements are already addressed within existing City ordinances.

The Commission clarified the amended motion.

VOICE VOTE ON THE AMENDED MOTION CARRIED UNANIMOUSLY.

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4. Adopt Ordinance 1715 on first reading — an ordinance of the City Commission of the City of Cocoa Beach, Florida, amending the Code of Ordinances, Chapter 15, by adding a new section 15-39A, entitled “UNAUTHORIZED COMMERCIAL EQUIPMENT”; Providing for legislative findings; providing definitions, providing for the impoundment of unauthorized commercial equipment used in connection with unlicensed commercial activity in the Ocean Beach Park; providing for notice, administrative fees, and reclaim procedures; providing for joint and several responsibility of owners, operators, principals, employees, agents and persons acting on behalf of an unlicensed beach business; providing for appeal; providing for codification; severability, conflicts, and an effective date.
Staff Representative: David Dickey, Development Services Director
Recommendation: Adopt on first reading

MOTION BY WILLIAMS/HUTCHERSON

I MOVE TO ADOPT ORDINANCE 1715 ON FIRST READING

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

5. Approve Task Order #8 from Kimley Horn in the amount of \$64,055 to provide professional landscape architectural services, bidding assistance and Joint Partnership Agreement application preparation through FDOT for the beautification of eight (8) existing landscape medians located along State Road 520 from Bicentennial Park to Ocean Beach Blvd. This is a budgeted capital item. - (Added 4/14/26)
Staff Representative: Brad Kalsow, Water Reclamation Director
Recommendation: Approve

MOTION BY HUTCHERSON/TUMULTY

I MOVE TO APPROVE KIMLEY HORN TASK #8

VOICE VOTE ON THE MOTION CARRIED UNANIMOUSLY.

Mayor Capizzi noted his campaign promise regarding the medians and stated the locations involved. He referenced staff moving forward with the next steps related to engineering and noted the requirements for engineering design.

Commissioner Hutcherson referenced the medians along Patrick Space Force Base and stated that the project represents an investment in the community and is also necessary to support eligibility for grant funding.

Ms. Janice Scott encouraged the Commission to focus on landscaping considerations, including the use of salt-resistant plant materials and different types of palm trees suitable for the environment.

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L. GENERAL PUBLIC COMMENT

(Only if not accommodated in the 30-minute Public Comment period earlier)

M. ADJOURNMENT

The meeting was adjourned at 8:13 pm.

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Board Appointment

Planning Board Appoint Charles Mason, to serve a term ending November 2028 (Seat
1 - Mayor Capizzi)

Recommendation: Appoint

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

Board of Adjustment seat opened -

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

City Clerk /
Karin Grooms, City Clerk

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Review and adopt City Commission policies and procedures, including revisions establishing a 6:00 p.m. meeting start time in accordance with Ordinance No. 1712, and limiting meeting duration to no more than three (3) hours from the scheduled start time. Recommendation: Adopt

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

The City Commission is requested to review and adopt updates to its policies and procedures to improve meeting efficiency and consistency. Proposed revisions include establishing a standard meeting start time of 6:00 p.m., in accordance with Ordinance No. 1712, and implementing a guideline that regular meetings shall not exceed three (3) hours from the scheduled start time. These updates are intended to promote effective time management, enhance public participation, and ensure orderly conduct of Commission business.

Both items were adopted and approved at the April 16th commission meeting. This is formally adding it to the Policies and Procedures.

CITY OF COCOA BEACH 2026

CITY COMMISSION POLICIES AND PROCEDURES

The City of Cocoa Beach is committed to a democratic, and participatory local government that seeks to involve citizens in all aspects of the decision-making process.

I. MEETINGS, VOTES, ATTENDANCE AND APPEALS

a. Regular Meetings - Regular Meetings of the City Commission are public and official meetings called to conduct business. Dates and times of regular meetings of the City Commission shall be established by ordinance - with at least one (1) regular meeting each month normally at City Hall. Currently regular meetings are held on the first and third Thursdays of each month at 7:00 P.M. **at 6:00 P.M., but subject to change by ordinance (Code references: City Charter Section 2.12 and City Code Section 2-1.)**

b. Work Session Meetings (Workshops) - Work Session Meetings also commonly called workshops, are public and informal meetings of the City Commission, convened as needed, to share information and to openly discuss items such as committee reports, proposed planning documents and other items of prospective Commission business, and to reach consensus on agenda items for future regular meetings. Public participation is encouraged. Normally work sessions are scheduled for 6:00 PM on a Tuesday prior to the Regular Thursday night meeting. The meeting room may have an informal setting, such as Round-Shape and U-Shape. (Code reference: City Code Section 2.1.1.)

c. Town Meetings – At the Commission’s wish, the Commission may hold its annual Town Hall Meeting at 6:00 PM. on the first Tuesday in March. Following the Mayor’s presentation of the State of the City Report, members of the public may address the Commission on any topic. The meeting is informal and there are no scheduled topics.

d. Special Meetings - The City Manager or the Commission may call Special Meetings when circumstances arise. Action by the City Commission at a Special Meeting shall be limited to the purpose for which the Special Meeting was called.

e. Organizational Meetings - Organizational meeting will be held following the certification of the election results by the Brevard County Supervisor of Elections. Outgoing Commissioners shall participate in meetings, following the election, and prior to the Organizational Meeting, until the incoming Commissioners are sworn in. This is the format: Outgoing Commissioners offer comments. The Commission will approve the election results. Newly elected officials will then be sworn in. The Commission elects the Vice-Mayor.

f. Quasi-Judicial Hearings - The Commission has adopted Quasi-Judicial Board Action Procedures (Resolution No. 98-03) for actions before it requiring a level of formality. The City Attorney informs the Commission when matters before it are of a quasi-judicial nature and of the procedures required.

g. Commission Actions - The Commission may act by consensus, nomination, motion, resolution, or ordinance.

h. Formal Votes - Formal votes are taken only at regular, special, and quasi-judicial meetings. No action of the Commission is valid or binding unless adopted or approved by the affirmative vote of three or more members of the Commission. In matters in which ordinance or the City Charter requires supermajority or unanimous vote, no action of the Commission is valid or binding unless adopted or approved by the required supermajority or unanimously as the case may be. Each Commissioner must vote on all motions unless a Commissioner declares a conflict of interest, in which case state law applies.

i. Broadcasts - Meetings are broadcast on the Internet and on cable TV, when possible.

j. Minutes – Meeting minutes are posted online.

k. Cancellation of Meetings - Meetings may be canceled by the City Manager, the Mayor, or an affirmative vote of three Commissioners.

l. Meeting Adjournment - A majority Commission vote is required to extend the meeting past 10 P.M. **3 hours from start.**

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m. Attendance - Commissioners are encouraged to attend all Commission meetings. Participation via phone or other suitable electronic means is accepted, if the absence is unavoidable. A physical quorum of Commission members (three or more) must be present at the meeting, if a Commissioner is voting by phone (Attorney General Opinion [AGO opinion]). Commissioners are asked to complete the "Absence from a Commission Meeting" forms, and submit to the City Manager's Office, when they expect to be absent from the City. This notification allows for confirmation that a quorum would be present at Commission meetings. The Mayor and Vice-Mayor should notify each other when absence from the City is planned. If both the Mayor and Vice-Mayor are not present, the longest standing Commission member shall chair the meeting.

n. Appeals - Pursuant to state law, if a person decides to appeal any decision made by the Commission, they must have a verbatim record of the proceedings, which record includes the testimony and evidence upon which the appeal is to be based. The City does not provide verbatim transcription services. Verbatim recording is the responsibility of the individual planning to appeal.

II. AGENDAS

a. Preparation:

The City Clerk's Office finalizes the agenda for Commission Meetings after items are submitted by staff into CivicPlus. Individual Commissioners may place an item on the agenda by submitting to the City Manager/City Clerk the prescribed agenda-item request form, doing so prior to the agenda deadline.

b. Agenda Items Submitted by the Public -

Members of the public may ask the City Manager or a Commissioner to authorize the placement of their item on the agenda. Authorization does not imply support of the item.

If unsuccessful, a member of the public may raise the issue in a regularly-scheduled City Commission meeting during the time annotated for "public comment", and seek Commission support for bringing it forward in the agenda of a future regular meeting. For agenda items submitted by the public:

- requestors are required to complete an Agenda Request Form, by the agenda deadline, and submit it to the City Manager's office. If applicable, the authorizing Commissioner will be annotated on the form.
- the item would be referenced on the agenda under "Citizens Agenda Item Requests", and the requestor would speak during that part of the agenda. a majority vote of the Commission or, during- meeting authorization by any Commissioner, will require placing the item on the next City Commission agenda.

c. Deadlines

The deadline for submitting an agenda item is 2 P.M. on the Tuesday of the week proceeding (per Section 2-1, City Code).

d. Exceptions

The City Manager may delay an agenda item to provide for appropriate staff reviews (Sec 2-1 City Code).

The City Manager or the City Attorney may reject requests to place an item on an agenda, if the matter is judged prejudicial to the best interest of the City; should either do so, they will notify the Commission in writing of their action and the reasons for it. Agenda items requested during a public meeting by consensus or majority vote of the Commission may not be removed from an agenda, without subsequent approval of the Commission.

e. Agenda Review and Approval

Prior to the public release of the agenda, the City Manager_ reviews the agenda and may - request_changes- Items placed on an agenda by a Commissioner may not be modified or removed from the agenda, except by the submitting Commissioner. Except as just stated, the City Manager may delete items from the Commission agenda before the meeting; if the agenda is amended, the City Manager informs the Commission as soon as possible.

The City Manager review of the agenda includes:

- approving the order of the agenda - item placement
- the ability to reword agenda items, unless it is a Commissioner-submitted item - wording change, only if it does not change the intent or the desired outcome of the item.
- not removing an agenda items that have been submitted by Commissioners
- the ability to add agenda items (a process available to all Commissioners)
- the right to not place items on the agenda, (matters not typically regulated by the City, are not sponsored by a Commissioner, or have no prior approval by the Commission for placement on the agenda.)

The aforesaid shall not give or be construed as authorization for the Mayor or any City Commissioner to be involved in the day-to-day operations of the City or to take any action that is inconsistent with Section 2.09(c) of the City Charter.

CITY OF COCOA BEACH

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f. Distribution

. All agenda items will be on the CivicPlus program available by Friday afternoon. By Friday, the City Clerk makes the agenda packet available to the general public by suitable means. The City Clerk also makes supplemental documentation on agenda items available to the public in the same way by 9 A.M. the day of the meeting.

g. Approval of the Agenda - Agenda Changes During a Meeting -

When the agenda is presented for approval in a meeting, the Commission may amend the Order of Business by majority vote by moving, deleting and adding agenda items. Documentation associated with a new agenda item is distributed as soon as it is available. Items added to the agenda, at the meeting, can be discussed, action can be taken or the item can be postponed to the next meeting.

h. Unbudgeted Funds -

Any non-emergency requests to expend unbudgeted funds exceeding fifteen thousand dollars must be published in a Commission agenda available for public review at least 24 hours prior to a Commission vote.

i. Citizen Engagement -

Citizens wishing to know more about an agenda item, including an item on the consent agenda, are encouraged to contact a Commissioner or the City Manager before the meeting for an explanation. The citizen may request that the Commissioner or City Manager move an item from the consent agenda, if that seems appropriate, which the Commissioner or City Manager may or may not choose to do.

j. Order of Business

- Meeting called to order
- Invocation
- Pledge of allegiance
- Roll call
- Ceremonial activities, including presentation of honors
- Approval of the agenda
- Special presentations (Special Presentations Citizens and Commissioners may request time to make a special presentation, using the normal procedure for scheduling an agenda item. Special presentations are to be limited to 15 minutes; the Commission may extend the time by majority vote. Commission actions flowing from a special presentation may be scheduled as future agenda items. Special presentations to one per meeting.)
- General public comment (30 minutes maximum allowed for public comments at this place in the agenda)
- Citizens Agenda Item Requests
- Staff reports and announcements
- City Attorney reports and announcements
- Commissioner reports and announcements
- Community Redevelopment Agency (Convene Commission, CRA Business, Reconvene the Commission)
- Consent agenda
- Site plan consent agenda
- Items removed from the consent agendas
- Unfinished business
- New business
- General public comment (only if not accommodated in the 30-minute time period earlier)
- Adjourn

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

k. Agenda Item Procedures

- City Attorney reads the agenda item in its entirety including whether it is budgeted, reference to the City Strategic Plan and item representatives
- The City Manager or designee describes the item, if needed
- Motion to act on the item
- Staff comments
- Commission discussion
- Chair opens discussion to comments from citizens
- Chair closes citizen comments
- Commission comments
- Vote

l. Consent Agenda Items

- Minutes approval
- Proclamations (unless subject of a Special Presentation)
- Budgeted items approval
- Waivers such as for business licenses, sign permits, etc., as permitted by City Code
- Minor events, which, in the City Manager's opinion, do not significantly impact the service delivery capacity of the City
- Resolutions
- The Site Plan Consent Agenda may include items such as site plans in excess of 1,000 square feet and development waivers.

m. Consent Agenda Procedures

- The City Attorney reads the consent agenda items.
- On non-standard items, the Mayor and or City Manager may briefly explain the item being approved.
- A single motion serves for approval of all items on the consent agenda.
- Commissioners and staff members may remove items from the consent agenda for discussion, the action taken at the time when the meeting's agenda is being approved. Prior to the start of the meeting, members of the public may request of one or more Commissioners that they remove an item from the consent agenda and present them justification for removal.

n. Items removed from the Consent Agenda

- Chair will call on the requestor who removed the item from the Consent Agenda
- The requestor provides specific questions, so that additional information/clarification may be provided.
- Commission vote

o. Work Session Agenda

- Call to Order
- Public Comment
- Unfinished Business
- New Business
- Staff Reports and Announcements
- Commission Reports and Announcements
- Adjournment

CITY OF COCOA BEACH

CITY COMMISSION POLICIES AND PROCEDURES

III. PROCEDURES FOR ADDRESSING THE COMMISSION

a. The Public's Right to be Heard

Members of the public are to be given a reasonable opportunity to be heard on propositions before the Commission.

b. Emergencies and Quasi-judicial Meetings

The following procedures do not apply in an emergency situation affecting public health, welfare, or safety if compliance would cause reasonable delay in the ability of the Commission to act. They also do not apply in quasi-judicial meetings in which other provisions of the law are in force.

c. Speaker cards

Each person wishing to address the Commission at a meeting, should complete a speaker card and submit it to the City Clerk in time to be recognized by the Chair during the time set aside for public comments and for citizens comments on the agenda items. This is to obtain the spelling of the speaker's name and contact information for follow-up and to provide for efficient administration of the meeting.

d. Protocol at Work Sessions and Town Hall meetings

The Chair may relax protocol in work sessions and town hall meeting and allow more informality.

e. Orderly Conduct and Decorum

The Chair is charged with maintaining orderly conduct and proper decorum at the city meetings and may remove a member of the public, if that person becomes unruly. Commission members may request the Mayor to enforce the rules of decorum, upon a motion and a majority vote.

Interruption of meeting

Persons demonstrating disruptive behavior at meetings or violating established rules of order will be called to order by the Mayor. If the conduct continues, the Mayor may call a recess, request the removal of such person(s) from the Commission chambers, adjourn the meeting, or take other action as permitted by law.

Defining Disorder and Disruption

Disorder: A speaker who is disorderly at a meeting may be removed upon a finding by the Mayor that such disorder causes a "disruption". Forms of disorder include refusal to confine the speech to the subject matter being addressed; refusal to conform to time limits on speaking; and demeanor and conduct that disrupts the meeting.

The Mayor can advise the speaker of alternative methods of presenting points of view, such as leaving a written transcript of the speech for the record; mailing/emailing the speech to the Commission; and/or appearing at future meetings to discuss the subject.

Disruption: Defined as conduct that violates general or specifically-established rules of order and disrupts the meeting. Examples include, but are not limited to: violent or tumultuous conduct threatening the safety of others; conduct creating danger to property; provoking or engaging in a fight; use of words that may threaten or outrage others; not speaking on the subject matter being addressed and refusing to do so when requested; using obscene, profane, or vulgar language; making personal, impertinent, slanderous remarks or becoming boisterous.

Sergeant At Arms

Members of the Cocoa Beach police department act as the Sergeant At Arms at Commission meetings, and carry out orders given by the Mayor for the purpose of maintaining the meeting decorum.

Removal from meeting

A speaker may not be removed merely because the content of the speech is not politically pleasing or acceptable.

Upon a motion and majority vote by the Commission to enforce the rules of decorum, and the Mayor's instructions, the Sergeant At Arms shall escort and/or remove persons who disrupt the meeting. The Sergeant At Arms should attempt to calm the person and explain the law on trespass and Florida Statutes Section 871.01 (Disturbing Schools and Religious and Other Assemblies). If the person refuses or resists removal, they may be placed under arrest.

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Re-entry to meeting

The length of time a removed person must remain outside a meeting, or whether they may re-enter during the same meeting shall be decided by a majority vote of the Commission.

f. Speaker Comments

When recognized by the Chair, speakers approach the podium, state their name and address, and make their comments pertinent to the subject at hand. Comments are to be directed to the Commission through the Chair. Should the Chair or a majority of the Commission deem a response is called for, the Chair then recognizes the appropriate person for response.

g. Limits

When speaking on an agenda item, speakers must confine comments to that item. In any regular meeting, speakers will be allowed to address the commission only once on any agenda item and only once in general public comments, unless additional time is granted by the Commission. The speaker is not allowed to engage in debate. The time limit for each citizen speaking is three minutes. The Chair may extend the speaking time an additional three minutes. The Commission must approve by majority vote any extension of an individual's speaking time beyond six minutes. The City Clerk will time speakers.

h. Courtesy

Speakers, Commissioners included, are to confine comments to the matter at hand, to act with courtesy, and to avoid negative comments of a personal nature targeted at any person or group.

i. Group Speakers

At meetings in which a large number of individuals wish to be heard, the Chair may require that each faction designate a speaker to represent its views rather than all members of the group speaking. The Chair may give the groups time to organize.

j. General Public Comments

General public comment are scheduled as shown in the Order of Business, the rules above apply.

k. Handouts

Handouts, if any, are to be emailed to the City Clerk the day before meeting by 2 pm or provided at the meeting, at least ten copies.

IV. PARLIAMENTARY AUTHORITY/PARLIAMENTARY POLICY

a. Robert's Rules of Order

Newly Revised, 12th Edition governs the conduct of the meeting. The Chair shall conduct meetings in an impartial and business-like manner. But, no action of the Commission is to be deemed invalid or otherwise unlawful for failure to strictly comply with Robert's Rules of Order. To the extent of any conflict between rules or policies adopted by the City Commission and Robert's Rules of Order, the Commission-adopted rules or policies govern.

b. Parliamentary Rights of Commissioners

Every Commissioner has a right to raise a question of procedure, a point of order, or of privilege to the Chair and have the Chair rule on the procedure, point of order, or of privilege. Any member of the Commission may appeal a ruling of the Chair to the entire Commission, which can override the Chair's ruling with a majority vote.

c. Changes to City Commission Policies and Procedures

These Policies and Procedures remain in force until changed by the Commission. Changes may be made by majority vote of the Commission at any regular meeting. The City Clerk will maintain the current copy.

V. OATHS

Newly Elected Officials shall be sworn in at the first meeting in December, following the certification of the final election results by the City Commission. The State of Florida Constitution, Article II, Section 5, oath will be used for swearing in:

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States,

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and of the State of Florida and the Charter and Code of the City of Cocoa Beach; that I am duly qualified to hold office under the Constitution of the state; and that I will well and faithfully perform the duties of (title of office) on which I am now about to enter. So help me God."

VI. FORMS

- a. Agenda Request Form: A form to be completed to place an item on the Commission's Agenda.
- b. Speaker's Card: A form should be completed prior to the introduction of an agenda item, to be submitted to the City Clerk at a meeting, for the Mayor to recognize a speaker.

Revised 1/23/97, 2/20/97, 3/7/97, 2/5/98, 5/7/98, 7/9/98, 1/7/99, 2/4/99, 2/03/00, 2/15/01, 4/18/02, 2/11/03, 5/01/03, 03/04/04, 8/19/04, 2/22/05, 12/15/05, 01-17-07, 01-17-08, 01-15-09, 01-21-10, 12-02-10, 01-19-12, 02-16-12, 01-17-13, 10-03-13, 01-16-14, 01-07-14, 02-05-15, 01-22-16; 01-19-17, 02-01-18, 01-07-21; 01-20-22

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Finance /
Hana Juman, Finance Director

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Approve the budget workshop meeting dates; June 16th, 2026 at 6:00 PM and August 18th, 2026 at 6:00 PM.

Staff Representative: Hana Juman, Finance Director, Devan Taly, Deputy Finance Director/CRA

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

N/A

BACKGROUND:

Per FY2026 budget calendar. These meeting dates help to accommodate TRIM specific dates/requirements.

CITY OF COCOA BEACH TENTATIVE BUDGET CALENDAR
Fiscal Year 2026-2027

Activity	Date
Distribute budget preparation information to departments.	January 22, 2026
Refresher/new user training on the Naviline Budget Module	As requested ¹
Deadline for Input/Update: • Requested Budgets (Operating and 5 Year CIP-Naviline) • Operating Statistics	May 1, 2026
Budget Meetings with Departments	May 4, 2026-May 15, 2026
Preliminary Commission Workshop on FY 2027 Budget	June 16, 2026
City Commission Vote on Proposed Millage	July 16, 2026
Commission Workshop on Recommended Budget	August 18, 2026
First Public Hearing and Vote to Approve Tentative Millage & Budget	September 3, 2026
Second Public Hearing and Vote to Approve Final Millage & Budget	September 17, 2026

BREVARD COUNTY SCHOOL BOARD

First Hearing -July **28**, 2026 5:30
Final Hearing- September **10**, 2026 5:30
Note: July 1 Trim Calendar begins

BREVARD COUNTY BOARD OF COMMISSIONERS

First Hearing -September **8**, 2026 5:30
Final Hearing- September **22**, 2026 5:30

1. To schedule budget refresher/new user training or problem resolution on an individual basis, call Devan Taly at 321 868-3280.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Stormwater /
Morgan Zuhlke, Stormwater Manager

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Approve the Fourth Amendment to the Stormwater Education and Outreach Interlocal Agreement with Brevard County, the City of Cape Canaveral, City of Cocoa, City of Cocoa Beach, Town of Grant-Valkeria, City of Indian Harbour Beach, Town of Malabar, City of Satellite Beach, and City of West Melbourne.

This amendment is for the City of Satellite Beach to re-join the interlocal agreement.

Staff Representative: Morgan Zuhlke, Stormwater Utility Manager

Recommendation: Approve.

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Budget neutral.

BACKGROUND:

The City is an operator of a municipal separate storm sewer system (MS4). A MS4 is a publicly-owned conveyance or system of conveyances designed or used for collecting or conveying stormwater that discharges to surface waters of the state. This designation means the City is regulated by a National Pollutant Discharge Elimination System (NPDES) permit. As part of the permit, the City is required to perform education and outreach activities. Cocoa Beach, along with several other municipalities, contracts/coordinates with Brevard County to satisfy some of the educational requirements. This amendment is for the City of Satellite Beach to re-join the Interlocal Agreement for Stormwater Education and Outreach. Each contract amendment requires signature from all parties in the interlocal agreement.

**FOURTH AMENDMENT TO EXISTING INTERLOCAL AGREEMENT
FOR STORMWATER EDUCATION AND OUTREACH**

THIS AMENDMENT is made and entered into on the date of the last signature below by and between the BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA (hereinafter referred as “County”), the CITY OF CAPE CANAVERAL (“Cape Canaveral”), the CITY OF COCOA (“Cocoa”), the CITY OF COCOA BEACH (“Cocoa Beach”), the TOWN of GRANT-VALKARIA (“Grant-Valkaria”), the CITY OF INDIAN HARBOUR BEACH (“Indian Harbour Beach”), the TOWN OF MALABAR (“Malabar”), the CITY OF SATELLITE BEACH (“Satellite Beach”), and the CITY OF WEST MELBOURNE (“West Melbourne”) (Collectively the “Municipalities”).

WITNESSETH:

WHEREAS, the parties hereto previously entered into an Interlocal Agreement on November 1st, 2011 (“Agreement”) for stormwater education and public outreach and the Agreement was subsequently amended on December 11, 2012, October 10, 2017, and November 28, 2023; and

WHEREAS, the parties hereto desire to amend the terms of said Agreement to include the City of Satellite Beach.

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed between the parties as follows:

1. The City of Satellite Beach re-joins the Interlocal Agreement for Stormwater Education and Outreach under the terms outlined on Exhibit A.
2. All terms and conditions of the previous Agreement and Amendments, which are incorporated herein by this reference, not inconsistent with the provisions of this Fourth Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals on the date of the last signature below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
BREVARD COUNTY, FLORIDA

Rachel M. Sadoff, Clerk

By: _____
Thadd Altman, Chair

Date: _____

(As approved by Board on: _____,
2026)

Reviewed for legal form and content
for Brevard County, Florida:


Heather A. Balser, Assistant County Attorney

ATTEST:

CITY OF COCOA BEACH

, City Manager

As Approved by the City Council on _____

Exhibit A

Stormwater Pollution Prevention Outreach Scope of Work

City of Satellite Beach | FY27

Brevard County will work to develop stormwater pollution prevention outreach/ education & marketing programs that meet the goals of the County and the City of Satellite Beach to engage the community in efforts that improve the health of the Indian River Lagoon. The County will invoice the City of Satellite Beach in the amount of \$4,618.35 for services to be rendered on 24 weighted points.

The work is described as follows:

Youth Education Activities

- Presentations and hands-on activities with school aged children, grades pre-k through high school, at local schools, home-school groups, and summer camps. This includes in-person, live virtual, and pre-recorded presentations.
- Educational classes, story times and workshops at local libraries, community parks, community centers, museums and/or the planetarium.

Adult Education Activities

- Presentations to adult audiences including civic groups.
- Presentations to property managers, real estate professionals, homeowner/condominium association boards, developers, and businesses.
- Community forums or workshops.

Special Event Activities

- Participating in a variety of fairs, festivals, or other locally sponsored events.
- Posting of events and creation of announcements to be posted on various social media outlets.
- Integrating outreach communications with diverse media types (including but not limited to traditional, non-traditional, mobile and online).

Deliverables to be completed by September 30, 2027

	Youth Activities	Adult Activities	Special Events	Citizen Engagement
Satellite Beach	0	2	2	0
	0	8	16	0

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Ordinance 1714 - Adopt Ordinance 1714 on second reading - an ordinance of the City of Cocoa Beach, Florida, amending section 4-43, "SPECIAL EXCEPTIONS"; and section 4-46, "AMENDMENTS TO THE ZONING MAP" of Article I, "VARIANCE WAIVER AND SPECIAL EXCEPTION"; and Article V, "AMENDMENTS"; of Chapter IV – "LAND DEVELOPMENT PROCEDURES" respectively of the Code Ordinances; providing for conflicts, codification, severability, and an effective date - **AMENDED**
Staff Representative: David Dickey, Development Services Director
Recommendation: Adopt on second reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

The city's citizen boards (Planning Board and Board of Adjustment) oftentimes sit in a quasi-judicial (QJ) capacity when considering certain application types such as a special exception, or a rezoning. In a QJ hearing, the board acts as a judge, and applies policy as contained in an ordinance to a specific situation.

There are rules and standards set forth in city ordinances regarding criteria that have to be met in order to get a special exception or a variance, what has to be included in a rezoning amendment, and what the standards are for reviewing these applications. The facts of a case are applied to the standards set forth in the ordinance, and the decision must be based on established guidelines and criteria. In a QJ hearing, the board must rely on competent and substantial evidence presented at the hearing. Competent in that the evidence must be from a source that is qualified to speak on the matter, and substantial in that the evidence must provide a reasonable, factual basis for a decision. Decisions cannot be based on speculation, unsupported opinions, or unsubstantiated conjecture.

After a review of the code, staff determined additional QJ criteria are needed and that a uniform set of standards should be developed specifically for city special exception and rezoning requests. To that end, Ordinance 1714 has been prepared to establish these criteria. The criteria will provide a framework to assist citizen boards and commission in evaluating an application to determine if it is consistent with the city's comprehensive plan and land development regulations. Importantly, the criteria will provide the city with legal safeguards, so land use decisions are consistent with applicable state and local law and should a decision be appealed and/or litigated, the city is well positioned to

defend itself.

At its April 6, 2026, meeting, the Planning Board unanimously recommended approval of Ordinance 1714 to the city commission.

At its April 16, 2026, meeting, the commission approved the subject ordinance at first reading, with the direction that the draft language be modified to clearly state the board cannot approve a special exception to allow density or height in excess of that allowed in the property's zoning district. The ordinance has been amended accordingly.

ORDINANCE 1714

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING SECTION 4-43, "SPECIAL EXCEPTIONS"; AND SECTION 4-46, "AMENDMENTS TO THE ZONING MAP" OF ARTICLE I, "VARIANCE WAIVER AND SPECIAL EXCEPTION"; AND ARTICLE V, "AMENDMENTS"; OF CHAPTER IV – "LAND DEVELOPMENT PROCEDURES" RESPECTIVELY OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds it necessary to periodically review and update its Code of Ordinances to ensure consistency with best practices and a changing legal environment; and

WHEREAS, Sections 4-43 and 4-46 of Articles IV, and V of Chapter IV of the Cocoa Beach City Code establishes the general procedures variances, and amendments to the zoning map respectively; and

WHEREAS, the City Commission desires to adopt the revised Articles IV, and V to update the "Variance Waiver and Special Exception" and "Amendments" sections of Chapter IV – "Land Development Procedures"; and

WHEREAS, the City Commission of the City of Cocoa Beach finds that the proposed code revisions to Article IV, and V provides for a more robust legal framework to guide decisions in quasi-judicial hearings; and

WHEREAS, the City Commission hereby finds and declares that this ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF CITY OF COCOA BEACH, FLORIDA

SECTION 1. Findings. The City Commission of the City of Cocoa Beach finds that the above Whereas clauses are true and correct and constitute the legislative findings supporting this ordinance and set forth the justification for the adoption of this ordinance.

SECTION 2. Enactment. A new Ordinance in the City of Cocoa Beach is hereby created to read as set forth in the attached Exhibit "A". with underlined text added, and ~~stricken~~ text deleted.

SECTION 3. Codification; Direction to the Code Editor. The City's code editor is authorized to codify Exhibit "A" into the Code of Ordinances, to correct non-substantive formatting, capitalization, punctuation, and internal references, and to renumber/letter sections and parts as necessary to effectuate this ordinance, without altering the substantive meaning.

SECTION 4. Conflicts. All ordinances, resolutions, official determinations, or parts thereof previously adopted or entered by the City or any of its officials and in conflict with this Ordinance are repealed to the extent inconsistent herewith.

SECTION 5. Severability. If any section, sentence, clause, or other provision of this Ordinance, shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding of invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, sentences, clauses, or provisions of this Ordinance, which shall remain in full force and effect.

SECTION 6. Effective Date. This ordinance shall take effect upon adoption.

Adopted by the City Commission on this _____ day of May, 2026.

ATTEST

CITY OF COCOA BEACH

Karin Grooms, City Clerk

Keith Capizzi, Mayor-Commissioner

Exhibit "A"
Review Criteria
Ordinance 1714

Section 4-43. - Special exceptions.

- A. A special exception is the use of a property which is not permitted "by right" but is only granted after approval by the board of adjustment when the use is listed as an allowable special exception use within the applicable zoning district; when the use has been determined to be compatible with the permitted uses on a property in a specific zoning district; and when the use is found not to be detrimental to the surrounding properties, businesses, traffic-flows or area, to the extent that such special exception is consistent with the Comprehensive Plan.
- B. The board of adjustment shall hear and vote on only such special exceptions as they are specifically authorized to consider by the terms of these LDC regulations. Under no circumstances shall a special exception be granted that would increase the allowed density, height, scale and/or intensity in the property's zoning district.
- C. A request for a special exception shall only be considered when a sufficient application, including required fees, has been submitted.
- D. The applicant shall provide sufficient information to clearly illustrate that the request for a special exception is in harmony with the purpose and intent of the LDC regulations, and the granting of the request will not adversely affect the public interest. In addition, the Board shall consider the following criteria when evaluating a special exception request:
 - 1. Whether the applicant has demonstrated the request, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.
 - 2. Whether the proposed special exception will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.
 - 3. Whether the proposed special exception will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.
 - 4. Whether the proposed special exception will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.
 - 5. Whether the special exception and any related applicable traffic report provided by the applicant, details safe and efficient means of ingress and egress into and out of the neighborhood and adequately addresses the impact of projected traffic on the

- immediate neighborhood, traffic circulation pattern for the neighborhood, and traffic flow through immediate intersections and arterials.
6. Whether the proposed special exception will have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.
 7. Whether the proposed special exception avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.
 8. Whether the applicant has demonstrated that the special exception has been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts addressed in the criteria stated herein or to adjacent and surrounding uses and properties.
- E. After receipt of a sufficient application, the request must be scheduled for public hearing in accordance with the requirements of [section 4-44](#).
 - F. In deciding the request for a special exception, the board may approve the request, approve the request with conditions, or deny the request.
 - G. All approved special exceptions shall remain in effect unless and until the structure or use is changed, discontinued, or abandoned for six (6) consecutive months or for eighteen (18) months during a three-year period, except when such is caused by natural disaster or declared emergency. Future uses of the property shall be in compliance with zoning regulations and the special exception is no longer valid.
 - H. Should the board of adjustment deny a case for a special exception, it shall not consider any further petition for the same case, on the same property, for a period of one (1) year from the date of denial. However, if substantive new evidence is supplied by the petitioner, the administrator is authorized to determine that such evidence warrants an early reapplication, and thereby waive the one-year period. Such substantive evidence shall include a significant change in the proposed size, density or use, or new evidence is brought to light.
 - I. Any person aggrieved by the decision of the board of adjustment may seek judicial review of such decision, in the form prescribed by the Florida Appellate Rules, in the circuit court within thirty (30) days of the decision being appealed. The decision of the board of adjustment shall be considered the final administrative action and shall be subject to review based only upon the record established at the hearing before the board of adjustment.
 - J. Within the Towncenter redevelopment district, the owner of a property subject to an approved special exception currently in effect may apply to the board of adjustment for a modification to the conditions of such special exception, notwithstanding the fact that such use is no longer currently allowed by special exception.

Section 4-46. - Amendments to the zoning map.

- A. All proposed amendments to the zoning map designation of one (1) or more parcels shall be adopted in compliance with the requirements of this section.
- B. Citizen requests for amendments to the zoning map shall require submittal of an application, supporting documentation and required fees prior to review.
- C. Any request to amend the zoning map shall consider whether or not the change is in compliance with the City Charter, Comprehensive Plan, Code of Ordinances and FSS.
- D. All requests must consider whether or not the ~~proposal is consistent with the densities, intensities and general uses within the area; whether the change will be compatible with existing or planned uses for surrounding properties; and whether or not the change will place an undue burden on utilities, transportation or emergency services.~~ proposed amendment:
 - 1. Demonstrates the request, including its proposed density, height, scale and intensity, hours of operation, building and lighting design, setbacks, buffers, noise, refuse, odor, particulates, smoke, fumes and other emissions, parking and traffic-generating characteristics, number of persons anticipated using, residing or working under the plan, and other off-site impacts, is compatible and harmonious with adjacent land uses, and will not adversely impact land use activities in the immediate vicinity.
 - 2. Will have an adverse impact on the local economy, including governmental fiscal impact, employment, and property values.
 - 3. Will have an adverse impact on the natural environment, including air, water, and noise pollution, vegetation and wildlife, open space, noxious and desirable vegetation, and flood hazards.
 - 4. Will have an adverse impact on public services, including water, sewer, stormwater and surface water management, police, fire, parks and recreation, streets, public transportation, marina and waterways, and bicycle and pedestrian facilities.
 - 5. Demonstrates the proposed amendment and any related applicable traffic report provided by the applicant, details safe and efficient means of ingress and egress into and out of the property and adequately addresses the impact of projected traffic on the immediate area, traffic circulation pattern for the area, and traffic flow through immediate intersections and arterials.
 - 6. Demonstrates the proposed amendment will not have an adverse impact on housing and social conditions, including variety of housing unit types and prices, and neighborhood quality.
 - 7. Demonstrates the proposed amendment avoids significant adverse odor, emission, noise, glare, and vibration impacts on adjacent and surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements.
 - 8. Whether the applicant has demonstrated the amendment has been designed to incorporate mitigative techniques and plans needed to prevent adverse impacts

addressed in the criteria stated herein or to adjacent and surrounding uses and properties.

- E. Any proposed amendment shall be reviewed by the planning board at one (1) or more publicly noticed public hearings. The board shall make a recommendation to the city commission regarding the proposal.
- F. Adoption of any amendments to the zoning map designation by the city commission shall be by ordinance, which requires two (2) public hearings noticed and advertised in accordance with F.S. Section 166.041.
- G. Adoption of an amendment to the zoning map shall be by ordinance.

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Development Services /
David Dickey, Director of Development
Services

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Adopt Ordinance 1715 on second reading — an ordinance of the City Commission of the City of Cocoa Beach, Florida, amending the Code of Ordinances, Chapter 15, by adding a new section 15-39A, entitled “UNAUTHORIZED COMMERCIAL EQUIPMENT”; Providing for legislative findings; providing definitions, providing for the impoundment of unauthorized commercial equipment used in connection with unlicensed commercial activity in the Ocean Beach Park; providing for notice, administrative fees, and reclaim procedures; providing for joint and several responsibility of owners, operators, principals, employees, agents and persons acting on behalf of an unlicensed beach business; providing for appeal; providing for codification; severability, conflicts, and an effective date.

Staff Representative: David Dickey, Development Services Director

Recommendation: Adopt on second reading

IS THIS ITEM BUDGETED (IF APPLICABLE)?

n/a

BACKGROUND:

With the adoption of ordinances 1542 and 1594, the city established a beach vending program to reasonably permit beach concessions on the ocean beach and to prohibit beach businesses from operating without first obtaining a valid beach agreement from the city. However, it has come to the attention of the city that some people continue unlicensed commercial activity despite repeated citations and prior enforcement actions.

This unlicensed activity interferes with the public's enjoyment of the beach park, inappropriately commercializes the Ocean Beach Park, may obstruct access, burdens city enforcement actions, and undermines the city's carefully regulated licensing system.

To address this, the city attorney has prepared the subject ordinance to address the unauthorized use of commercial equipment on the Ocean Beach Park. The ordinance will authorize city officers (police and code enforcement) to immediately remove and impound the equipment if it is not authorized by a valid beach license. Once impounded, equipment will be stored at a city facility and held until proof of ownership is provided, and city fees and costs are paid. Repeated use of unauthorized equipment may lead to an enhanced administrative hold period not to exceed 12 months, as ordered by the city special magistrate.

At its April 16, 2026, meeting, the commission approved the ordinance at first reading.

ORDINANCE 1715

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 15, BY ADDING A NEW SECTION 15-39A, ENTITLED "UNAUTHORIZED COMMERCIAL EQUIPMENT"; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOUNDMENT OF UNAUTHORIZED COMMERCIAL EQUIPMENT USED IN CONNECTION WITH UNLICENSED COMMERCIAL ACTIVITY IN THE OCEAN BEACH PARK; PROVIDING FOR NOTICE, ADMINISTRATIVE FEES, AND RECLAIM PROCEDURES; PROVIDING FOR JOINT AND SEVERAL RESPONSIBILITY OF OWNERS, OPERATORS, PRINCIPALS, EMPLOYEES, AGENTS, AND PERSONS ACTING ON BEHALF OF AN UNLICENSED BEACH BUSINESS; PROVIDING FOR APPEAL; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Cocoa Beach owns, manages, and regulates the use of Ocean Beach Park for the benefit, health, safety, and welfare of residents and visitors; and

WHEREAS, the City has adopted section 15-39 of the Code of Ordinances to regulate commercial activity in Ocean Beach Park and to prohibit beach businesses from operating without first obtaining a valid beach license agreement from the City; and

WHEREAS, unlicensed commercial activity in Ocean Beach Park interferes with the public's use and enjoyment of the beach, inappropriately commercializes the Ocean Beach Park, may obstruct access, burdens City enforcement resources, and undermines the City's carefully regulated licensing system for authorized beach businesses; and

WHEREAS, the City Commission finds that some persons and entities continue unlicensed commercial activity through employees, agents, contractors, or other persons acting on their behalf, despite repeated citations and prior enforcement efforts; and

WHEREAS, the City Commission further finds that commercial carts, coolers, wagons, containers, stands, signs, and related equipment used in connection with unlicensed commercial activity in Ocean Beach Park materially facilitate such unlawful activity and occupy public property without authorization; and

WHEREAS, the City Commission finds it necessary and appropriate to adopt a new section 15-39A to provide an administrative impoundment procedure for unauthorized commercial equipment used in connection with unlicensed commercial activity in Ocean Beach Park, together with reasonable notice and an opportunity to reclaim such property, in order to protect the public health, safety, and welfare and preserve the intended public use of Ocean Beach Park; and

WHEREAS, the City Commission intends this ordinance to regulate unauthorized commercial use of the Ocean Beach Park and related equipment, and not to authorize any forfeiture proceeding except as otherwise provided by law;

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals.

The foregoing Whereas clauses are hereby ratified and incorporated as the legislative findings of the City Commission.

Section 2. Adoption of new Section 15-39A.

Section 15-39A, "Unauthorized commercial equipment on Ocean Beach Park", of the Code of Ordinances, City of Cocoa Beach, Florida, is hereby adopted to read as follows.

Section 15-39A, "Unauthorized commercial equipment on Ocean Beach Park.

- i) It shall be unlawful for any person, association of persons, legal entity, owner, operator, principal, employer, contractor, agent, employee, or any other person acting directly or indirectly on behalf of another, to use, place, maintain, pull, tow, display, leave, or store any unauthorized commercial equipment in the Ocean Beach Park in connection with any commercial activity not authorized by a valid beach license agreement or special event approval.
- ii) For purposes of this subsection, the following words, terms, and phrases shall have the meanings ascribed to them below:
 - (a) "Unauthorized commercial equipment" means any cart, cooler, wagon, dolly, hand truck, pull-behind container, storage bin, box, chest, cabinet, display rack, stand, table, canopy, umbrella stand, sandwich board sign, menu board, towable apparatus, trailer not constituting a motor vehicle, or any other tangible personal property, together with its contents, used, placed, maintained, pulled, towed, displayed, stored, or left in the Ocean Beach Park in connection with commercial activity that is not authorized by a valid beach license agreement or a duly approved special event.
 - (b) "Impoundment" means the administrative removal, securing, storage, and retention by the city of unauthorized commercial equipment as provided in this section.
 - (c) "Responsible party" means any owner, operator, principal, employer, contractor, agent, employee, or other person or entity that conducts, directs, authorizes, benefits from, participates in, or acts on behalf of an unlicensed beach business or unauthorized commercial activity in Ocean Beach Park.
- iii) Determination of unauthorized commercial equipment. Any equipment located in Ocean Beach Park shall be presumed to be unauthorized commercial equipment when one or more of the following circumstances exist:
 - (a) The equipment is being used in connection with the sale or offering for sale of food, beverages, merchandise, rentals, goods, or services by a person or entity lacking a valid beach license agreement;
 - (b) The equipment bears the name, logo, menu, pricing, inventory, trade dress, or other identifying indicia of a business or commercial operation lacking a valid beach license agreement;
 - (c) The equipment is attended by or being used by a person who has been cited or warned for violating this section, or who is acting on behalf of a person or entity previously cited or warned for violating this section or section 15-39;
 - (d) The equipment is left, stored, or maintained in Ocean Beach Park without City authorization and is associated with commercial activity.
- iv) The presumptions set forth herein are rebuttable and may be overcome by competent substantial evidence.
- v) Authority to order cessation and removal.
- vi) The city manager, code enforcement officers, police officers, and such other employees as may be designated by the city manager are authorized to order the immediate cessation of

unauthorized commercial activity and the immediate removal of unauthorized commercial equipment from Ocean Beach Park.

vii) Impoundment of unauthorized commercial equipment.

- (a) Unauthorized commercial equipment may be immediately removed and impounded by the city when any one or more of the following circumstances exist:
 - (1) The equipment is unattended;
 - (2) The operator, possessor, or responsible party fails or refuses to remove the equipment after verbal or written direction from an authorized city official;
 - (3) The responsible party has previously received a citation, notice of violation, trespass warning, or other actual notice concerning a violation of this section or section 15-39, whether issued to that responsible party directly or to a person acting on that responsible party's behalf;
 - (4) The equipment obstructs public access, impedes pedestrian travel, interferes with the public's use and enjoyment of the beach, or creates a public safety concern;
 - (5) The equipment is left or stored on city property during non-operating hours without authorization;
 - (6) The equipment is being used in connection with commercial activity after revocation, denial, expiration, or termination of a prior beach license agreement.
- (b) The city may use its own personnel, contractors, or law enforcement officers to remove and transport unauthorized commercial equipment to a secure storage location.
- (c) The city shall use reasonable care in removing and storing impounded property, but shall not be liable for ordinary wear, deterioration, melting, spoilage, or loss of perishable items, ice, or food products resulting from the lawful exercise of its authority under this section.

viii) Notice of impoundment.

- (a) At the time of impoundment, if a responsible party is present, the city shall provide a written notice of impoundment to the person present, or if circumstances do not permit immediate written notice, the city shall provide notice as soon thereafter as reasonably practicable.
- (b) If no responsible party is present, the city shall, within five (5) business days after impoundment, mail written notice to any reasonably identifiable owner or responsible party at the last known address, if known, and may also provide notice by electronic mail, text message, or posting on the city's website if such contact information is not available.
- (c) The notice of impoundment shall state, at a minimum:
 - (1) A general description of the property impounded;
 - (2) The date, approximate time, and location of impoundment;
 - (3) The reason for impoundment;
 - (4) The location where the property is being stored;
 - (5) The procedure and deadline for reclaiming the property;
 - (6) The administrative removal, transportation, storage, and processing fees due, if then known, or the method for determining same;
 - (7) The right to request an administrative hearing before the Special Magistrate.
- (d) Reclaim of impounded property.

- (1) Impounded property may be reclaimed by the owner or other person lawfully entitled to possession upon:
 - a. Submission of reasonable proof of ownership or lawful right to possession;
 - b. Payment of all applicable administrative removal, transportation, storage, and processing fees established by resolution of the city commission or, until such fee schedule is adopted, payment of the city's actual documented costs;
 - c. Payment of all outstanding citation fines or other code enforcement or special magistrate fines associated with the non-authorized business; and
 - d. Execution of a receipt acknowledging return of the property.
- (2) Reclaim of property shall not constitute authorization to conduct business in Ocean Beach Park, nor shall it waive any citation, trespass warning, or other enforcement action.
- (3) If the claimant seeks return of perishable goods or items necessary to prevent spoilage, the city manager or designee may authorize release upon payment of charges or other reasonable conditions pending a hearing.
- (4) If commercial equipment previously impounded under this section is thereafter found to be used again in violation of section 15-39 within twelve (12) months after its release, such equipment may be impounded again. Upon request for hearing by any person claiming an ownership or possessory interest, or upon referral by the city, the Special Magistrate may order that the equipment be retained by the city for an enhanced administrative hold period not to exceed twelve (12) months, upon finding by competent substantial evidence that: (i) the same equipment was previously impounded under this section; (ii) the equipment was reused in unlawful commercial activity in Ocean Beach Park after prior notice; and (iii) an enhanced hold period is reasonably necessary to prevent continued repeat violations. In determining the duration of any enhanced hold period, the Special Magistrate shall consider the nature and frequency of the violations, the prior enforcement history, the owner's or responsible party's knowledge of the violation, the risk of continued unlawful use, and any other competent substantial evidence presented at hearing. Any person claiming an ownership or possessory interest in the equipment shall retain the right to seek release upon payment of applicable administrative costs and upon such conditions as may be ordered by the Special Magistrate, provided that nothing herein requires the city to release the equipment before expiration of the hold period ordered after notice and hearing.

(e) Administrative hearing.

- (1) Any person claiming an ownership or possessory interest in impounded property may request an administrative hearing before the city's special magistrate by filing a written request within five (5) business days after impoundment.
- (2) The hearing shall be scheduled within a reasonable time. The special magistrate shall determine whether the impoundment was authorized under this section and the amount of applicable fees and costs, if any.
- (3) If the hearing officer determines the impoundment was not authorized, the city shall release the property without charge, or refund fees previously paid.
- (4) The decision of the special magistrate shall be final agency action.

(f) Unclaimed property.

Any impounded property not reclaimed within thirty (30) days after impoundment, or within such longer period as may be required by general law, may be treated by the city as unclaimed property and disposed of in any manner authorized by law. Prior to disposal, the city may require payment of accrued fees and costs as a condition of release.

(g) Joint and several responsibility.

- (1) All responsible parties shall be jointly and severally liable for violations of this section and for all administrative removal, transportation, storage, and processing fees and costs associated with impoundment.
- (2) A citation, warning, trespass notice, notice of violation, or other actual notice issued to any one responsible party shall constitute notice to all persons and entities acting jointly in the same unauthorized commercial operation, to the extent permitted by law and supported by competent substantial evidence.
- (3) Proof that a person is acting with the inventory, equipment, branding, menu, pricing, or other identifying indicia of a business shall constitute prima facie evidence that such person is acting on behalf of that business, subject to rebuttal.

(h) Cumulative remedies.

The remedies provided in this section are cumulative and in addition to all other remedies available to the city at law or in equity, including but not limited to code enforcement proceedings, issuance of citations, trespass enforcement, injunctive relief, recovery of administrative costs, and any other remedy authorized by law. Nothing herein shall require the city to exhaust one remedy before pursuing another.

(i) No creation of property right.

Nothing in this section shall be construed to create any right to conduct commercial activity in Ocean Beach Park absent a valid beach license agreement, nor to create any protected right to maintain commercial equipment on the Ocean Beach Park in violation of this Code.

Section 3. Codification.

It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Cocoa Beach, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

Section 4. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not be construed to render the remaining provisions of this ordinance invalid or unconstitutional.

Section 5. Conflicts.

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

Section 6. Effective Date.

This ordinance shall become effective immediately upon adoption as provided by law.

Adopted by the City Commission on this _____ day of _____, 2026.

CITY OF COCOA BEACH

Keith Capizzi, Mayor

ATTEST:

Karin Grooms, City Clerk

City of Cocoa Beach City Commission Agenda Item Summary

**DEPARTMENT MAKING
REQUEST/NAME:**

Leisure Services /
Andi Segarra, Director of Leisure Service

MEETING DATE

May 7, 2026

REQUESTED MOTION/ACTION

Authorize staff to negotiate and award a contract with Club Car LLC for the Golf Car Replacement (CB26-009), to include a four-year lease/purchase agreement with DLL Finance LLC. The agreement would include applying the balance of the current golf carts trade-in value, not to exceed \$592,574.40. In the event an agreement cannot be reached with Club Car LLC, staff is authorized to proceed with negotiations with the remaining ranked firm(s), including the option to re-solicit proposals through a new RFP if necessary, until a contract is executed.

Staff Representative: Andi Segarra, Leisure Services Director

Recommendation: Approve

IS THIS ITEM BUDGETED (IF APPLICABLE)?

Will be budgeted in the fiscal year 2027 budget.

BACKGROUND:

The existing golf cart fleet at the Cocoa Beach Country Club requires replacement to maintain reliable operations and service levels. The existing lease agreement remains in effect, with the final payment scheduled for October 15, 2026.

Proposals were solicited for the replacement of the golf cart fleet, and responses were received from qualified vendors. Following evaluation, the proposals are summarized below:

Club Car LLC - Top-Ranked Firm

- Total Lease Cost: \$592,574.40
- Trade-In Value: Up to \$297,000.00

E-Z-GO - Second-Ranked Firm

- Total Lease Cost: \$923,366.40
- Trade-In Value: Up to \$275,000.00

Staff is recommending entering into a new four-year lease agreement with the top-ranked firm, Club Car LLC, for replacement of the fleet. In addition, Club Car LLC also provided the higher trade-in value for the existing fleet, up to \$297,000.00, which further reduces the overall cost.

The proposed lease structure includes routine maintenance and replacement provisions, reducing downtime and operational disruptions. If an agreement cannot be

successfully negotiated with the top-ranked firm, staff will proceed with negotiations with the next ranked vendor.

REQUEST FOR PROPOSAL

CB26-009



GOLF CART REPLACEMENT

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**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

INTRODUCTION

The City of Cocoa Beach is issuing an invitation to Bid (or Request for Proposal) for the replacement of the golf cart fleet at the Cocoa Beach Country Club.

The City reserves the right to accept or reject any or all proposals, or any part of a proposal, and to waive any informality concerning the proposals when such rejection or waiver is deemed to be in the best interest of the City of Cocoa Beach. The City also reserves the right to engage in value engineering with any responsive Proposer. The requirements contained herein apply to all offers made to the City of Cocoa Beach by all prospective proposers and include, but are not limited to, Request for Quote, Request for Proposal, and Invitation to Bid. As such, the words "bid" and "proposal" are interchangeable in reference to all offers submitted by prospective proposers.

PROPOSAL INSTRUCTIONS

The Proposer is directed to deliver **sealed** proposals to the City of Cocoa Beach Clerk's office, located inside the City Hall at 2 South Orlando Ave, Cocoa Beach FL 32931, until **Friday, April 17, 2026, at 2:00 pm** local time. All proposals shall be exempt from public disclosure until the earlier of notice of intended decision or 30 days after opening under Florida Statutes, Section 119.071(1)(b). , All Proposers and their representatives are invited to attend the bid opening, but only the names of the bidders shall be announced at that time and bids will not be made public at that time.

The proposal **MUST** show the following on the outside of the bid package:

1. Proposers Name
2. Bid Number
3. Bid Name
4. Time & Date of Bid Opening

Delivery of the sealed proposals to the City Clerk's office on or before the above date is solely and strictly the responsibility of the Proposer. **Late proposals will be returned unopened to the Proposer.** The City Manager or designee will be the official authority for determining late bids. The City reserves the right to waive any irregularity or informality in the bids received, to determine, in its sole discretion, whether the informality is minor, to reject or accept any or all bids, and to select the winner based on criteria which serves the best interests of the City of Cocoa Beach.

- A. It is the Proposers responsibility to read and understand the requirements of this solicitation for proposal. Proposers are required to state exactly what they intend to furnish to The City via this solicitation and **MUST** indicate any variances to the terms, conditions, and specifications of this solicitation, no matter how slight. If variations are not stated in the proposal, it shall be construed that the proposal fully complies with all conditions identified in this solicitation.

The Proposer shall submit **one (1) ORIGINAL and five (5) COPIES** of the proposal, along with a flash drive containing one file in PDF format of the hard copy of the proposal exactly as submitted. The **ORIGINAL** proposal must be manually and duly signed in ink by a Corporate Officer, Principal, or Partner with the authority to bind the bidding company or firm by his/her signature. All quotations **MUST** be typewritten or filled in with pen and ink. The Proposer **MUST make** initial proposals having erasures or corrections in ink.

- B. All prices, terms, and conditions quoted in the submitted bid will be firm for acceptance for ninety (90) days from the date of the bid opening unless otherwise stated by The City.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

- C. Should any interested Proposer find any part of the specifications, terms, and conditions to be discrepant, incomplete, or questionable in any respect, it shall be the responsibility of the concerned Proposer to call such matters to the attention of the City immediately upon receipt of the Request for Proposal.

PROPOSAL SUBMISSIONS

In your proposal, please provide responses to the following:

- A. **Proposal Approach:** State the Proposer's understanding of the Scope of Services as outlined in Exhibit A and the Proposer's recommended methodology to fulfill the project goal(s).
- B. **Pricing:** The Pricing Proposal shall be completed on the form provided as Exhibit B, Pricing Schedule. Pricing shall be submitted along with other submissions required herein. The fee proposed shall include all charges that may be incurred in fulfilling the terms of this contract.
- C. **Selection Criteria Response:** The Proposer shall submit such information as requested in Exhibit C, Selection Criteria.
- D. **Proposal Form and Certification:** Complete the form enclosed as Exhibit D and return in the submittal with the Proposal Approach (Section A. above). Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

SCHEDULE OF EVENTS

The schedule listed below is the City's intended course of action for this project. The City will follow the schedule to the extent possible, however, The City reserves the right to change both the sequence and timing if deemed necessary.

Sunday, March 15, 2026 Advertise Proposal
Friday, March 27, 2026 (10AM)..... Non - Mandatory Pre-Bid Meeting
Friday, April 3, 2026 Deadline for Written Questions
Tuesday, April 7, 2026 Addendum Posted
Friday, April 17, 2026 (2PM)..... Deadline for Submission/Public Bid Opening
Thursday, May 7, 2026..... Commission Meeting

NON-MANDATORY PRE-BID MEETING

A non-mandatory pre-bid conference will be held on **Friday, March 27, 2026**, at 10AM in the Commission Chambers located at 2 South Orlando Ave, Cocoa Beach, FL 32931. This Pre-Proposal meeting will allow all proposers the opportunity to bring forward any questions concerning this proposal. All interested parties are encouraged to attend.

PUBLIC BID OPENING

All bids will be publicly opened immediately following the deadline for submission of the proposals. The purpose of the public bid opening is for acknowledgement of bids received. No award will be made or implied at this time. Bid documents will not be reviewed or evaluated at the bid opening. No discussion of any nature concerning the bid will be held at this time.

The selected proposals and Proposer(s) will be ranked and may be presented to the City Commission for final selection. The City Commission retains the right to accept or reject the recommendations of the committee and select a qualified firm which, at the sole discretion of the City Commission, is determined to be the best qualified Proposer(s) to serve the interest of the City.

CONTRACT AGREEMENTS

The City anticipates entering into a contract with the Proposer who submits the proposal judged by The City to be in the best interest of the City. The City anticipates awarding one contract. This Request for Proposal does not constitute an offer or a contract with the Proposer.

A contract shall not exist until approved by the appropriate levels of authority in the City and properly executed. The Request for Proposal shall be included in and be made a part of the final award.

CLARIFICATIONS OF THE PROPOSAL

It is the bidder's responsibility to become fully informed as to the nature and extent of the work required before submission of the bids. No plea of ignorance by the Proposer concerning conditions that exist will be accepted as the basis for varying the requirements of the City or the compensation to the Proposer.

The Proposer shall examine all bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. **Any inquiries, suggestions, or requests concerning clarification or solicitation for additional information shall be submitted to the City in accordance with paragraph entitled "PROJECT COORDINATOR" below.** Written or oral responses, as deemed appropriate, will be provided by the project coordinator. The City shall not be responsible for interpretations given by any other city employee or representative.

WITHDRAWAL OF PROPOSAL

Any Proposer may withdraw their bid prior to the indicated opening time. The request for withdrawal must be submitted in writing to the Project Coordinator. After the deadline, proposals become a record of the City and will not be returned to the Proposer.

PROPOSAL PREPARATION EXPENSE

The Proposer preparing a bid in response to this solicitation shall bear all expenses associated with its preparation. The Proposer shall prepare a bid with the understanding that no claim for reimbursement shall be submitted to the City for the expense of bid preparation and/or presentation.

QUALIFICATIONS OF BIDDERS

This bid shall be awarded only to a responsible bidder qualified to provide the work specified and who can produce evidence that they have established a satisfactory record of performance for a reasonable period, and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a contract under the terms and conditions stated herein.

PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications, and requirements of the bid shall be just cause for the cancellation of the bid award.

COLLUSION

By affixing its signature to this proposal, the Proposer certifies that its proposal is made without any previous understanding, agreement, or connection with either any previous firms or corporations offering a Bid for the same items, or with the City. The Proposer also certifies that its bid is in all respects fair and without outside control, collusion, fraud, or otherwise illegal action.

COPYRIGHT OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyright or patent rights in manufacturing, production, or selling of the goods shipped or ordered because of this bid. The seller agrees to hold the City harmless for all liability, loss, or expense occasioned by any such violation.

DRUG FREE WORKPLACE

In accordance with Florida Statutes, §287.087, preference will be given to businesses with drug free workplace programs whenever bids are similar in all other respects, and, when a Drug Free Workplace Certification is submitted with the bid.

PROJECT COORDINATOR

The project coordinator and designated liaison for this RFP is:

Edward Thinger, General Manager Cocoa Beach Country Club
Email: edward.thinger@cityofcocoa beach.com

The City will **NOT** respond to oral inquiries. Proposers may submit written, (e- mailed) inquiries regarding this RFP to the project coordinator.

The City will record its responses to inquiries and any supplemental instructions in the form of written addenda. All written addenda will be issued through the City's website at www.cityofcocoa beach.com. It shall be the responsibility of the Proposer, prior to submitting their proposal, to determine if addenda were issued, acknowledging same, and incorporating them into their proposal.

CONTACT PROHIBITION

All prospective proposers are hereby instructed **NOT** to contact any member of the City of Cocoa Beach Commission, City Manager, City Clerk, City Attorney or other City of Cocoa Beach staff member other than the Project Coordinator identified in this solicitation regarding this solicitation package or their submittal package, City's Intent to Award, or City's Intent to Reject (if applicable), at any time prior to the formal award for this project. Any such contact shall be cause for rejection of your submittal.

PUBLIC ENTITY CRIME INFORMATION STATEMENT

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

DISCLOSURE AND OWNERSHIP OF DOCUMENTS **STATEMENT**

The Proposer must agree to the following regarding disclosure and ownership of documents:

A. PUBLIC RECORD

The submitted Proposal and any record, document, computerized information and program, audio or video tape, photograph, other writing, or other record of the selected Proposer(s) related, directly or indirectly, to the work identified in the proposal, or any task necessary to complete the final work product shall be deemed to be a public record whether in the possession or control of the City or the selected Proposer(s). Said public record of the Proposer(s) is subject to the provisions of Chapter 119, Florida Statutes, and may not be destroyed without the specific written approval of the City Clerk. Upon request by the City, the selected Proposer(s) shall supply copies of said records to the City.

.

AUDIT RIGHTS

The City shall be entitled to audit the books and records of a Contractor or any sub-contractor to the extent that such books and records relate to the performance of such Contract or sub-contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the prime Contract and by the sub-contractor for a period of five (5) years from the date of final payment under any sub-contract unless a shorter period is otherwise authorized in writing. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the five (5)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5)-year period, whichever is later.

DISPUTE RESOLUTION

In the event a dispute occurs between a contractor, vendor, or other invoicing party and the City concerning payment of an invoice, the City Department, Office, or Division which has the dispute along with a representative of the City's Procurement and Contracts Division and the invoicing party shall meet to consider the disputed issues.

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

City of Cocoa Beach, Florida, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color, sex or national origin in consideration for an award.

INSURANCE REQUIREMENTS

The successful firm shall be required to supply, at their cost, the following minimum insurance coverage:

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

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

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

COVERAGE	MINIMUM LIMITS
General Liability	\$ 2,000,000 incident
Auto Liability	\$ 500,000 per person/incident
Worker's Compensation	Statutory

Statutory coverage for Worker's Compensation Insurance means covering all employees

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GOLF CART REPLACEMENT**

and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

Contractor will provide copies of its Business Tax Receipt(s) to the Finance Director. Neither Contractor nor any subcontractor shall commence work under this Contract until they have obtained all insurance required under this section and have supplied the City's Contract Administrator with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Director of Personnel and Risk Management shall approve such certificates.

All insurers shall be licensed to conduct business in the State of Florida. Insurers must have at a minimum, a policy holders' rating of "A", and a financial class of "VII" as reported in the latest edition of Best's Insurance Reports, unless the City grants specific approval for an exception. All policies provided should be Occurrence, not Claims Made, forms. **The Contractor's and Subcontractor's insurance policies (except for Workers' Comp insurance must be endorsed to add the City of Cocoa Beach as an Additional Insured.** The Contractor shall be responsible for all deductibles. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the company shall endeavor to not cancel, materially change or refuse to renew until at least thirty (30) calendar days written notice has been given to the City.

NON-DISCRIMINATION

The City of Cocoa Beach does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities or services.

TITLE VI NONDISCRIMINATION POLICY STATEMENT

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1.) Compliance with Regulations:

The Contractor shall comply with the regulations relative to nondiscrimination as utilized by Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") TITLE 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

(2.) Nondiscrimination:

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The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion, or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3.) Solicitations for Subcontractors, including Procurements of Materials and Equipment:

In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

(4.) Information and Reports:

The Contractor shall provide all information and reports created for executing the project, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be requested by the City of Cocoa Beach to be pertinent to ascertain compliance with State of Florida Statutes and/or City of Cocoa Beach's ordinances and procedures regulating procedure and performance. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the City of Cocoa Beach as appropriate and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance:

In the event of the Contractor's noncompliance with the nondiscrimination provisions, the City of Cocoa Beach may impose sanctions as it determines to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (6) of this Title VI in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the State of Florida to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E-VERIFY REQUIREMENTS

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by the Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract
- b) All persons (including subcontractors/vendors) assigned by the Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that the use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the Contract.

EXHIBIT A - SCOPE OF SERVICES

Cocoa Beach Country Club
Electric Golf Car 4 Year Lease or Purchase and Maintenance
A VGM Course

Provide a clear trade-in value for the present fleet.
Price both the lease and purchase, separate from maintenance.

Lease Purchase

110 cars - ASSEMBLED

Specifications of proposed equipment

- Chargers will need 10' long AC cords.
- 4 wheel chassis style
- Reverse Buzzers
- Canopy top and frame
- Sweater basket
- Sand bucket (1 per car mounted on driver side)
- Sand bottles (1 per car mounted on passenger side)
- Ice bucket (1 per car mounted on passenger side)
- Number decals (2 per car)
- Bagwell protector
- Information holder
- 5 year non-rust through guarantee
- Display screens
 - Real time GPS car tracking
 - Interactive hole maps & yardage data
 - Geofencing for restricted areas
 - Fleet management analytics
 - On screen advertising
 - Safety & compliance controls
 - 10" sunlight readable HD screen
 - Weatherproof & impact resistant housing

Accessories

- Price these items separate on the bid by lease and purchase
 - Fold down windshields
 - Bagwell rain protection

Maintenance

The City will have the following done on a daily or as needed basis:

- Remove trash from bagwell and storage areas
- Visually inspect for damage
- Charge batteries
- Check brakes for proper working order
- Check reverse buzzer for proper operation

**CITY OF COCOA BEACH
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Check car for proper and safe operation
Wash exterior of car including seats and bagwell
Wash off tops of batteries

The manufacturer or its contractor will provide:

All repairs not associated with customer abuse, at no extra charge.
All preventative maintenance recommended by the manufacturer.
Cars must go 36 holes on a charge for the term of the contract.

Any car that is out of service for maintenance must be repaired and back in service within five days. If a car is out of service more than five days, the following months maintenance payment will be reduced by the amount for the cart for the month. Provide a record of all maintenance and preventative maintenance to the City – monthly. Cars damaged by customers or City staff will only be repaired after an estimate has been presented to the complex manager or his designee, and such repairs are approved. A technical representative and the complex manager or his designee will review the fleet quarterly.

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GOLF CART REPLACEMENT

EXHIBIT B – PRICING

Lease/Purchase price per month for 4 year term** (110 cars) _____

Outright purchase** (110 cars) _____

Options (Price quoted should be in addition to above price per car)

Fold down windshields (110 cars) Lease/Purchase 4 yrs. _____

Outright purchase _____

Bagwell rain protection (110 cars) Lease/Purchase 4 yrs. _____

Outright purchase _____

Value of 110 cars traded in _____

Price for additional cars, each up to maximum of fifteen cars

Lease/Purchase 4 yrs. _____

Outright purchase _____

All pricing should be based on a delivery the week of September 1, 2026. Assembly will be complete by October 1, 2026.

** Net of trade in allowance for 110 cars. Cars are 2022 E-Z-GO.

EXHIBIT C
SELECTION CRITERIA

1. Qualifications of Bidder

- A. Experience record showing the bidder's training and experience in similar work.
- B. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
- C. List of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.

2. Completeness of response to the request for proposal as set forth herein.

3. Pricing

Pricing is a consideration but is not the sole determining factor in the selection.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

**Exhibit D
Fee Schedule**

No payments will be made under this contract until all the insurance; permit & license requirements in Article 7 have been met.

Event	% complete
	100%

Invoices for progress payments will be presented according to the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in Exhibit A. These services will performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

EXHIBIT E
DRUG FREE WORKPLACE

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

Name of CONTRACTOR

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

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**EXHIBT E
DRUG-FREE WORKPLACE
(CONTINUED)**

Signature (Blue ink only)

Print Name

Title

Date

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

By _____ as

(Name of person acknowledging) (Title)

For _____.
(Company name)

Personally known to me _____ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY

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EXHIBT F
PROJECT FORM & CERTIFICATION CB 26 - 009

Proposer Name: _____

Address: _____

City: _____ State _____ Zip _____

Telephone _____ Fax _____ Internet Address _____

Type of Business (Corporation, Partnership, Other – Specify) _____

Tax ID number (EIN/SSN): _____

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal.
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, _____, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section _____ Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By: _____
Manual Signature of Agent _____ Date _____

Typed/Printed Name of Agent _____ Title of Agent _____

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

EXHIBIT G
CITY OF COCOA BEACH, FLORIDA STANDARD CONTRACT
ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the “City”, and _____, hereinafter referred to as “Contractor”, concerning that certain agreement dated the ____ day of _____, 20____ (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process.

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**CITY OF COCOA BEACH
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GOLF CART REPLACEMENT**

- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL – SECOND FLOOR
2 SOUTH ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3235,
CITYCLERK@CITYOFCOCOABEACH.COM**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes “Employment Eligibility,” as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney’s fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

8. Disclosure Requirements for “Foreign Countries of Concern”. CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

parties agree as follows:

A.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Wes Mullins, City Manager

APPROVED AS TO FORM

City Attorney

City of Cocoa Beach

Request for Proposal CB26-009

Golf Cart Replacement

DUE DATE: Friday April 17, 2026 2:00PM

Cover Letter

Golf Vehicle Solutions:

E-Z-GO is delighted to present this proposal for the City of Cocoa Beach. The proposed program has been developed specifically for you based on our knowledge of the industry and understanding of your business objectives. From golf cars, gps technology and turf maintenance vehicles to shuttles and refreshment vehicles, E-Z-GO offers the industry's largest variety of golf vehicle solutions. Our proven experience in providing innovation, quality and premier customer service spans seven decades, earning us a reputation for excellence in the industry.

Our History:

Founded in 1954 in a one-room machine shop in Augusta, E-Z-GO is today the light transportation industry leader. We've earned that title because every aspect of our business, from product design to manufacturing to sales and service, has been developed with the voice and input of our customers. E-Z-GO was the first in the industry to manufacture 36v cars, first to earn ISO 9001 and 14001 accreditations, and first to provide an extensive network of factory-direct branches around the country. Our alignment in 1960 with Textron, Inc. further serves our business partners by benefiting from its financial, automotive and aerospace resources. In return, many of the world's finest clubs and golf course management companies continually look to E-Z-GO for innovative, high quality solutions to their light transportation needs.

Service:

The City of Cocoa Beach will be serviced by a direct E-Z-GO certified service technician. With service being such a large part of our business, E-Z-GO has committed significant assets to serving our customers around the state of Florida. Rather than utilizing independent dealers to service our customers, E-Z-GO has dedicated service professionals who are E-Z-GO employees, which provide on site service to our fleet customers. When you need service, our technicians are at your club with their fully stocked service trucks. By offering this service, your club will realize less downtime and a more efficient operation of your golf car fleet.

Warranty

In addition to onsite service, our warranties are the most inclusive available in the industry today. We encourage you to compare the warranty against our competitors and believe that you will find ours to provide you with the best coverage for the long haul. A warranty is only as strong as the team that supports it. We believe that E-Z-GO can provide you with the best combination of products and service, resulting in the most efficient fleet program possible in these challenging economic times.

E-Z-GO Customers:

Around the globe, E-Z-GO has a partnership with many of the top organizations and facilities in the golf industry. From management companies that operate hundreds of courses, to the independent operator, to municipalities, E-Z-GO designs fleet programs that are specific to the needs of the customer. E-Z-GO provides our customer base with the highest quality vehicles and supports their efforts through our sales professionals, service teams, and financial partners. E-Z-GO stands behind its excellence, guaranteeing customer satisfaction on a daily basis throughout the golf industry.

With a legacy of excellence in innovation, industry leadership and premier customer service, E-Z-GO makes the golf and utility vehicle experience easy. No matter what your need, E-Z-GO is putting our commitment to you and your needs. Thank you again for this opportunity. As you review this information, please do not hesitate to contact us with any questions. We look forward to the opportunity to serve your organization and making your fleet program perform at its highest potential.

Our local Territory Sales Manager, John Baughman resides in Wellington, Florida which is only a short distance away from the City of Cocoa Beach. John has been with E-Z-GO for 23 years. John will handle any on site needs that the City may have for the term of the lease. John has worked with the City of Cocoa Beach for the past 8 years. Any further communication needed during the process of the RFP including notification of award should go to John at jbaughman@textron.com.

E-Z-GO appreciates the opportunity to participate in this RFP.

Sincerely,

John Baughman
Sr. Territory Sales Manager
954-540-2764
jbaughman@textron.com

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT A - SCOPE OF SERVICES

Cocoa Beach Country Club
Electric Golf Car 4 Year Lease or Purchase and Maintenance
A VGM Course

Provide a clear trade-in value for the present fleet.

Price both the lease and purchase, separate from maintenance.

Lease Purchase

110 cars - ASSEMBLED

Specifications of proposed equipment

- Chargers will need 10' long AC cords.

- 4 wheel chassis style

- Reverse Buzzers

- Canopy top and frame

- Sweater basket

- Sand bucket (1 per car mounted on driver side)

- Sand bottles (1 per car mounted on passenger side)

- Ice bucket (1 per car mounted on passenger side)

- Number decals (2 per car)

- Bagwell protector

- Information holder

- 5 year non-rust through guarantee

- Display screens

- Real time GPS car tracking

- Interactive hole maps & yardage data

- Geofencing for restricted areas

- Fleet management analytics

- On screen advertising

- Safety & compliance controls

- 10" sunlight readable HD screen

- Weatherproof & impact resistant housing

Accessories

- Price these items separate on the bid by lease and purchase

- Fold down windshields

- Bagwell rain protection

Maintenance

The City will have the following done on a daily or as needed basis:

- Remove trash from bagwell and storage areas

- Visually inspect for damage

- Charge batteries

- Check brakes for proper working order

- Check reverse buzzer for proper operation

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

Check car for proper and safe operation
Wash exterior of car including seats and bagwell
Wash off tops of batteries

The manufacturer or its contractor will provide:

All repairs not associated with customer abuse, at no extra charge.
All preventative maintenance recommended by the manufacturer.
Cars must go 36 holes on a charge for the term of the contract.

Any car that is out of service for maintenance must be repaired and back in service within five days. If a car is out of service more than five days, the following months maintenance payment will be reduced by the amount for the cart for the month. Provide a record of all maintenance and preventative maintenance to the City – monthly. Cars damaged by customers or City staff will only be repaired after an estimate has been presented to the complex manager or his designee, and such repairs are approved. A technical representative and the complex manager or his designee will review the fleet quarterly.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT B – PRICING

Lease/Purchase price per month for 4 year term** (110 cars) \$174.88 per unit \$19,236.80 Total**
(Includes Pace GPS units)

Outright purchase** (110 cars) \$7,478.00 per unit \$822, 580.00 Total**
(Includes Pace GPS units)

Options (Price quoted should be in addition to above price per car)
Fold down windshields (110 cars) Lease/Purchase 4 yrs. _____ NA

Outright purchase _____ NA

Bagwell rain protection (110 cars) Lease/Purchase 4 yrs. _____ NA

Outright purchase _____ NA

Value of 110 cars traded in \$2,500.00 per unit \$275,000.00 Total

(All units traded in must be in fleet running condition. City will be invoiced \$2,500.00 per unit for vehicles that are not running. or net pricing above can be adjusted)

Price for additional cars, each up to maximum of fifteen cars

Lease/Purchase 4 yrs. \$233.36 per unit per month
(Includes Pace GPS unit)

Outright purchase \$9,978.00 per unit
(includes Pace GPS unit)

All pricing should be based on a delivery the week of September 1, 2026. Assembly will be complete by October 1, 2026.

** Net of trade in allowance for 110 cars. Cars are 2022 E-Z-GO.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT C
SELECTION CRITERIA

1. Qualifications of Bidder

- A. Experience record showing the bidder's training and experience in similar work.
- B. List of similar projects completed with location, dates of contracts, and references. The projects shall include at least one engagement that is similar in size and work to the requirements specified herein. The references shall include the name, title, address, and phone number of the contact individual. Past performance with the City of Cocoa Beach will be considered.
- C. List of personnel to be assigned to this project with resumes stating qualifications and experience with similar projects.

2. Completeness of response to the request for proposal as set forth herein.

3. Pricing

Pricing is a consideration but is not the sole determining factor in the selection.

City of Cocoa Beach

Request for Proposal CB26-009

Golf Cart Replacement

DUE DATE: Friday April 17, 2026 2:00PM

Textron EZGO LLC - References

Sandhill Crane Golf Club/The Nest (City of Palm Beach Gardens)

127-New 2026 RXV Elite w/ Pace 10EX
9500 Sandhill Crane Drive
Palm Beach Gardens, FL 33412
Casey Mitchell-General Manager 561-630-1160
cmitchell@pbefl.gov

North Palm Beach Country Club (City of North Palm Beach)

80-New 2026 RXV Elite w/ Pace 10EX
951 US Highway 1
North Palm Beach, FL 33408
Allan Bowman-Director of Golf 561-691-3433
abowman@village-npb.org

City of Daytona Beach GC (Municipal)

125-New 2024 RXV Elite with Pace 10EX delivered February 2024
600 Wilder Blvd., Daytona Beach, FL 32114
Brian Jaquet-Golf Course Manager 386.671.3500
jaquetbrian@codb.us

City of Melbourne (Crane Creek and Harbor City Golf Courses) Municipal

140-New 2025 RXV Elite with Pace Shield delivered May 2025
475 W New Haven Avenue
Melbourne, FL 32901
Anthony Santomauro-Golf Course Manager Ph# 570-534-7834
Anthony.santomauro@mlbfl.org

City of Cocoa Beach

Request for Proposal CB26-009

DUE DATE: Friday April 17, 2026 2:00PM

Key Individuals and Qualifications

Cameron Bahler- Florida Region Sales Director (13 years)

Responsible for Textron E-Z-GO LLC factory direct sales in the Florida Region

cbahler@textron.com

706-836-5475

John Baughman-East Florida Territory Sales Manager (23 years)

Responsible for Textron E-Z-GO LLC factory direct sales in eastern Florida from Palm Beach County to Volusia County

jbaughman@textron.com

954-540-2764

Gabriel Somerville-Florida Service Manager (8 years)

Responsible for coordinating service for Textron E-Z-GO LLC managing 10 service technicians across the state.

Gsomerville@textron.com

803-992-9945

Benjamin Orestano-Service Technician (4 years)

Service technician that is currently assigned to service Cocoa Beach Golf Course

borestano@textron.com

803-334-2943

SUBMITTED BY:

TEXTRON E-Z-GO LLC

City of Cocoa Beach
Request for Proposal CB26-009
Golf Cart Replacement
DUE DATE: Friday April 17, 2026 2:00PM

PROJECT APPROACH/WORK PLAN

- A. This proposal addresses the intent of this solicitation by providing (1) the trade-in credit for the City's existing fleet and (2) the capital lease monthly payments 110 new golf carts and 110 new Pace GPS units for a term of four years. In the following sections, I describe our approach to the Scope of Services required by the City of Cocoa Beach.
- B. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors. The service for your account will be provided by our remote technicians. There are currently 10 factory trained remote technicians living and covering Florida. The City of Cocoa Beach has one technician currently assigned to your facility. Our service technicians carry common parts in inventory in their mobile vehicle. Service is provided to our customers based on service requests. The technician will schedule a visit when your facility contacts our service team requesting service.
- C. Please see the attached **Limited Warranty Terms and Conditions – RXV ELITE Fleet Vehicles – 2026 Model Year**. This document will outline parts covered under the warranty. This warranty coverage will comply with all requirements outlined in the RFP. The City of Cocoa Beach will be responsible for the items outlined in the RFP and properly airing tires to recommended pressures. The new fleet will go through an E-Shield, E-Coat process to provide protection against the corrosive environment presented by the City of Cocoa Beach Golf Course. The warranty does not cover abuse and damages that are beyond what is considered normal wear and tear.
- D. Delivery Date will be on or about December 1, 2026 as required by the RFP. When commitment is made to E-Z-GO via a notification of award, the cars will be scheduled for production. Sales representative will order lease documents for the City of Cocoa Beach. PNC Equipment Finance will underwrite the lease and provide lease documents to the City of Cocoa Beach. Documents must be signed and returned to keep cars in the production time slot. Trades will be picked up upon delivery of the new fleet.
- E. E-Z-GO will provide Pace GPS training for the staff at City of Cocoa Beach Golf Course in the time leading up to delivery. Pace 10EX GPS screens will be installed on the fleet upon the day of delivery by E-Z-GO team members.

CITY OF COCOA BEACH
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GOLF CART REPLACEMENT

**Exhibit D
Fee Schedule**

No payments will be made under this contract until all the insurance; permit & license requirements in Article 7 have been met.

Event	% complete
	100%

Invoices for progress payments will be presented according to the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in Exhibit A. These services will performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

NON WARRANTY SERVICE CALL \$199.00

NON WARRANTY HOURLY SERVICE RATE \$199/DER HOUR

ALL INVOICES ARE NET 30 TERMS

TOURNAMENT RENTAL RATE IS \$275/CAR (INCLUDES RENTAL & FREIGHT
(10 CAR MINIMUM REQUIREMENT)

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT E
DRUG FREE WORKPLACE

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Textron E-Z-GO LLC does:

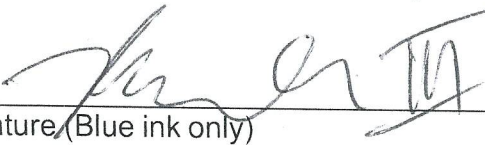
Name of CONTRACTOR

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT E
DRUG-FREE WORKPLACE
(CONTINUED)


Signature (Blue ink only)

Rocco Sica
Print Name

VP, General Counsel
Title

April 14, 2026
Date

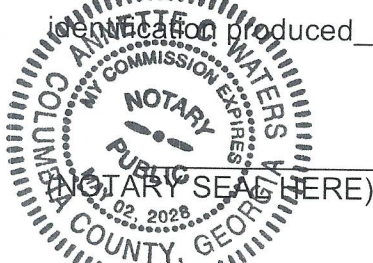
STATE OF FLORIDA COUNTY OF _____

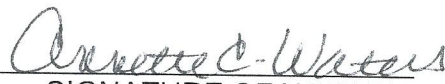
The foregoing instrument was acknowledged before me this 14 day of
April, 2026

By Rocco Sica as
(Name of person acknowledging) (Title)

For Textron E-Z-GO, LLC
(Company name)

Personally known to me ☒ or has produced Identification _____, type of
identification produced _____




SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY
Annette C. Waters

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBT F
PROJECT FORM & CERTIFICATION CB 26 - 009

Proposer Name: Textron E-Z-GO LLC

Address: 1451 Marvin Griffin Rd.

City: Augusta State GA Zip 30906

Telephone 954-540-276 Fax _____ Internet Address ezgo.txtsv.com

Type of Business (Corporation, Partnership, Other – Specify) LLC

Tax ID number (EIN/SSN): 93-2708804

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal.
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, Textron E-Z-GO LLC, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section INSURANCE Variance _____

Section _____ Variance _____

Section _____ Variance _____

Attach additional sheets as necessary.

By:  4/14/2020
Manual Signature of Agent Date

Rocco Simon VP, General Counsel
Typed/Printed Name of Agent Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT G
CITY OF COCOA BEACH, FLORIDA STANDARD CONTRACT
ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into this _____ day of _____, 20____, by and between the CITY OF COCOA BEACH, a Florida municipality, hereinafter referred to as the "City", and _____, hereinafter referred to as "Contractor", concerning that certain agreement dated the ____ day of _____, 20____ ("Agreement").

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor's compliance for Florida's Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency's statutorily mandated annual budget approval process.

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms consistent with Sections 282.3185(5) and (6) related to data management and Section 287.05701 related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of "foreign countries of concern" including, the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such "foreign country of concern". Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those "foreign countries of concern" to the Florida Department of Financial Services; and

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

WHEREAS, Section 787.06(13), Florida Statutes provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.071(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CITY OF COCOA BEACH
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- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY HALL – SECOND FLOOR
2 SOUTH ORLANDO AVE.
P.O. BOX 322430
COCOA BEACH, FL 32932-2430.
321-868-3235,
CITYCLERK@CITYOFCOCOABEACH.COM**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Brevard County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**CITY OF COCOA BEACH
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GOLF CART REPLACEMENT**

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Florida Statutes "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Florida Statutes, as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor will also be liable for any additional costs to the City as a result of the termination of this Agreement in accordance with this paragraph. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Florida Statutes, Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Florida Statutes.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

**CITY OF COCOA BEACH
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8. Disclosure Requirements for “Foreign Countries of Concern”. CONTRACTOR shall comply with the disclosure requirements set forth in section 286.101 (3) (a), F.S., which requires “Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift received from a “foreign country of concern” if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable “foreign country of concern” and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services”. Pursuant to section 286.101(7), F.S.: “In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause.”

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties’ actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Brevard County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

10. Attorneys’ Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys’ fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor’s social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor’s social, political or ideological interests.

**CITY OF COCOA BEACH
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14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

“Coercion” means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Conflicts. By entering into this agreement, the Contractor represents that it currently is not providing professional services to any third party person or entity on any project or development for which project or development approval is currently pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval and further agrees that during the term of this agreement, the Contractor will not provide professional services to any third party person or entity as to any project or development for which development or project approval is pending or proposed or for which an application is being prepared for submittal to the City of Cocoa Beach for review or approval.

18. Breach during Emergency Recovery Period. Pursuant to Sec. 252.505, Fla. Stat., if vendor breaches this agreement during an emergency recovery period (1-year period beginning upon Governor’s initial declaration of a natural emergency) Contractor shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages.

19. Additional Terms. Notwithstanding any of other provision to the contrary, the

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

parties agree as follows:

A.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Under penalties of perjury, and pursuant to Sec. 92.525, Fla. Stat., Contractor declares that Contractor has read the foregoing Section 15 above and that the facts stated in it are true.

Contractor:

Print Name: _____

Title: _____

Company: _____

ATTEST:

City of Cocoa Beach, Florida

Karin Grooms, City Clerk

Wes Mullins, City Manager

APPROVED AS TO FORM

City Attorney

ADDENDUM #1 TO RFP CB26-009

Golf Cart Replacement

April 3, 2026

To All Prospective Proposers:

The City of Cocoa Beach hereby issues this Addendum to the above-referenced solicitation:

- 1. Question – In regards to the “electric golf car”, is lithium a required specification?**

Answer – Yes, lithium batteries only.

- 2. Question – Since both “bagwell protector” and “bagwell rain protection” are listed, is this a required accessory or should it be priced optionally along with the fold down windshield.**

Answer – The bagwell rain protector is a required accessory, not an option.

- 3. Is the fold down windshield an option, or should it be included in the quote?**

Answer – The fold down windshield should be included, not an option.

- 4. Question – Will the city be responsible for properly airing tires?**

Answer – Yes this will be the cities responsibility.

- 5. Question – Exhibit B states a delivery the week of September 1, 2026. Is that the delivery date?**

Answer – The corrected delivery date will be December 1, 2026.

- 6. Question – Is the entire trade in amount being used to net down the new fleet? (Is the City satisfying the last payment on the current lease with PNC separately?)**

Answer – Yes it is being used to net down the fleet. The City is satisfying the last payment amount with PNC in October 2026.

- 7. Question – For the “Value of 110 cars traded in”; should a per unit amount be provided as well so an adjustment can be made if the quantity of trade ins is less than 110?**

Answer – Yes, there should be both a per unite amount and a total value for the 110 carts.

8. Question – There is no line for “maintenance” in Exhibit B.

Answer – Maintenance

Maintenance contract pricing

Monthly Payment \$0.00

Quarterly Payment \$0.00

If the manufacturer responding to this solicitation will not be providing the ongoing maintenance, responder must identify the company that will be servicing the maintenance contract.

- OR
- ✓ Manufacturer will provide the ongoing maintenance: Yes
 - ✓ Manufacturer will not be providing the ongoing maintenance; authorized contractor providing the above pricing is: _____

9. Question – Can you define further the manufacturer’s maintenance requirements?

Answer – Ongoing Maintenance Contract for all cars to include:

As required, provide the preventative maintenance items listed below to 25% of the fleet per service visit (weekly) to ensure all fleet is maintained appropriately:

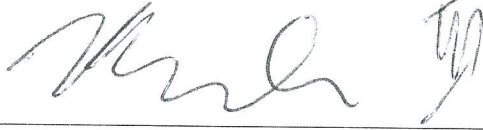
- Replace cables as needed
- Greasing
- Repair and adjust brake system
- Repair battery chargers

All other manufacturer recommended preventative maintenance items.

IMPORTANT: Please be sure to sign at the designated location at the end of this addendum, certifying receipt of this addendum, AND include a copy of the signed addendum in your proposal. Failure to include this signed confirmation of receipt may disqualify you/your firm from further consideration.

~ CERTIFICATION OF RECEIPT OF ADDENDUM ~
(This signed addendum MUST be included in your/your firm’s proposal.)

I, the undersigned, do hereby certify that I/my firm have/has received of copy of **RFP CB 26-009 Addendum #1**, issued on **April 3, 2026**, by the City of Cocoa Beach.



Signature of Authorized Representative

Texton E-2-20 LLC
Individual/Firm Name

Roxco Sica
Printed Name of Authorized Representative

April 14 2026
Date

Limited Warranty Terms and Conditions – RXV ELITE Fleet Vehicles

The Textron E-Z-GO LLC. ("Company") provides that any new Model Year 2026 E-Z-GO RXV Fleet Elite electric vehicle (Vehicles factory equipped with a lithium battery pack) (the "Vehicles") and/or the battery charger for the Vehicle's lithium battery pack purchased from the Company, a Company affiliate, or an authorized Company dealer or distributor, or leased from a leasing company approved by the Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Part or Component	Warranty Period
FRAME - WORKMANSHIP	LIFETIME
SUSPENSION - Steering Gearbox, steering column, shocks and leaf springs	4 Years
MAJOR ELECTRONICS - Electric motor, solid state speed controller	4 Years
LITHIUM BATTERY SYSTEM - Battery pack, battery management system, battery charger, and charger receptacle	5 Years
PEDAL GROUP - Pedal assemblies, and motor brake	4 Years
SEATS - Seat bottom, seat back and hip restraints	3 Years
CANOPY SYSTEM - Canopy and canopy struts	4 Years
POWERTRAIN - Electric axle	3 Years
BODY GROUP - Front and rear cowls, side panels and instrument panel	3 Years
OTHER ELECTRICAL COMPONENTS - Solenoid, limit switches, DC/DC converter, F&R switch, charger cord, wiring harness	3 Years
ALL REMAINING COMPONENTS - All options and accessories supplied by E-Z-GO at time of delivery, and all components not specified elsewhere	2 Years
INITIAL ADJUSTMENTS - Initial alignment, adjustments, fastener tightening	90 days
ALL PACE SCREENS supplied by Company at time of purchase	5 Years
ALL OTHER PACE COMPONENTS supplied by Company at time of purchase	3 Years

The Warranty Period for all parts and components of the Vehicle other than Lithium Batteries shall commence on the date of delivery to the location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Lithium Batteries shall commence on the earliest of the following dates:

- of Vehicle delivery to the Purchaser's location,
- on which the Vehicle is placed in Purchaser-requested storage or
- that is sixty (60) days from the date of sale or lease of the Vehicle by the Company to an authorized Company dealer or distributor.

Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the original Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval from the Director of the Company's Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from an accident or collision, or from the neglect, abuse, or inadequate maintenance of the Vehicles;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs performed by someone other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed in accordance with the Owner's Manual provided with the Vehicle, including but not limited to rotation of fleet, proper tire inflation, and lack of charging.
- shows indications that non-recommended lubricants were applied to the Vehicle and any part thereof;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications that it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has been altered to be used or operated outside of Company approved applications, specified environments or performance conditions;
- is equipped with tires not expressly approved by Company for use with the Vehicles;
- lacks an adequate number of operating battery chargers, or uses unapproved battery chargers for the Vehicle or uses extension cords with battery chargers;
- shows indication that the battery charger has been modified to charged vehicles not approved for the charger;
- has electrical accessories that are not manufactured or sold by the Company for use with the Vehicle or any electrical energy consuming devices installed directly to the battery pack;
- shows indications that the battery pack was disassembled, opened, or tampered with in any way;
- shows indications that attempts may have been made to intentionally reduce the battery pack life;
- contain lithium battery packs that are not paired with the battery management system as supplied by the Company;

Storage and Operation Limitations Condition	Time Allowed
STORAGE BETWEEN CHARGE CYCLES	3 months
STORAGE BETWEEN -22°F (-30°C) AND -4°F (-20°C) STORAGE ONLY — NO CHARGING OR DISCHARGING OF BATTERY PACK	1 month
OPERATION OF VEHICLE BELOW -4°F (-20°C) OR ABOVE 140°F (60°C)	NOT ALLOWED

USE OF NON-APPROVED PARTS AND ACCESSORIES: THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR EXPRESSLY AUTHORIZED BY THE COMPANY, OR WHICH WERE NOT INSTALLED BY THE COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS, COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. For such warranty repairs or replacements, the Company may, at its discretion, provide factory reconditioned parts or new components from alternate suppliers. All replaced parts become the sole property of the Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as the Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT THE COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. ~~DONOTMAKEANYSUCHMODIFICATIONSORCHANGES.~~ SUCH MODIFICATIONS OR CHANGES WILL VOID THIS LIMITED WARRANTY. THE COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

LITHIUM BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- Claims for battery replacement require specific testing, as specified by Company's Customer Care / Warranty Department. The Company, or an authorized Company dealer or distributor, should be contacted to obtain a copy of the required tests.
- IF IT IS DETERMINED THAT PARTS OR ACCESSORIES WERE INSTALLED DIRECTLY TO THE VEHICLE'S BATTERY PACK WITHOUT THE COMPANY'S EXPRESS WRITTEN APPROVAL, THEN THE WARRANTY FOR THE BATTERY PACK AND THE BATTERY MANAGEMENT SYSTEM SHALL BE VOID.
- ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.
- Electric Vehicle storage facilities must provide the following:
 - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
 - battery chargers must each have an independent dedicated 15 amp circuit;
 - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
 - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above; and
 - BATTERY CHARGERS MUST BE THE COMPANY APPROVED CHARGERS FOR LITHIUM BATTERY PACK VEHICLES.

OTHER COMPANY RIGHTS:

- Company may perform semi-annual vehicle inspections (directly or through assigned Company representatives) through the term of any fleet lease.
- Company may improve, modify or change the design of any Company vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles prior to approving any warranty claim; furthermore, Company may use a third party to perform such audit or inspection of the Purchaser's storage facilities, and/or batteries.
- THE WARRANTY FOR ALL VEHICLES IN A FLEET SHALL BE VOIDED IF DATA SUBMITTED FOR AN INDIVIDUAL VEHICLE WARRANTY CLAIM CONTAINS FALSE OR MISLEADING INFORMATION.

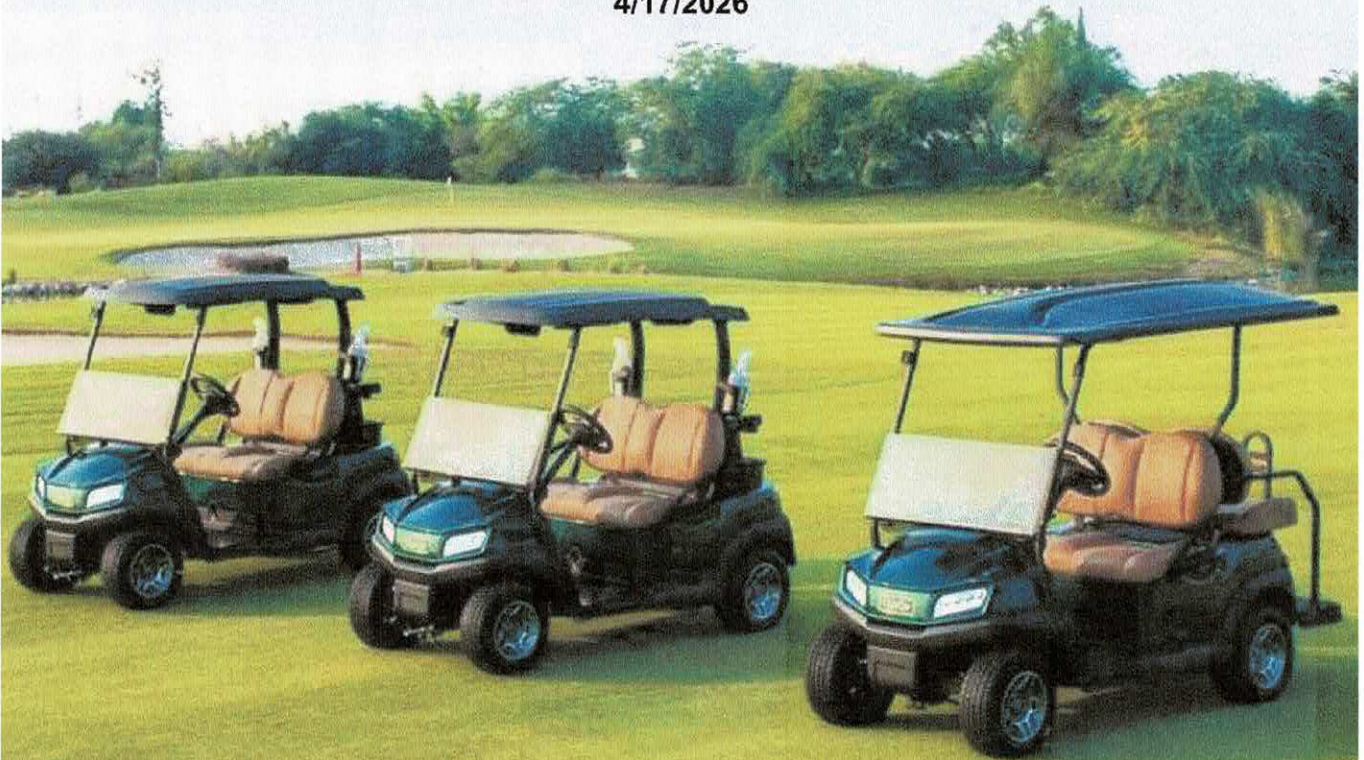
AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company to any modifications of the terms and conditions of this Limited Warranty without the express written approval from the Director of the Company's Customer Care / Warranty Department.

Club Car



RFP # CB26-009
The City of Cocoa Beach
Cocoa Beach Country Club
Cocoa Beach, FL

4/17/2026



***ELEVATE
YOUR GAME!***

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CLUB CAR RFP #CB26-009

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PROPOSAL

April 17, 2026

RFP # CB26-009

The City of Cocoa Beach
Cocoa Beach Country Club
5000 Tom Warriner Blvd
Cocoa Beach, FL 32931

Dear Mr. Edward Thinger,

On behalf of Club Car, thank you for the opportunity to present this proposal for New 2027 Tempo Lithium-Ion Golf Cars at Cocoa Beach Country Club. We look forward to discussing this proposal to ensure that it addresses the needs of your World Class Facilities and provides the solution your facility is seeking.

At Club Car, everything we build is guided by three core pillars: **Unmatched Quality, Dependable Performance, and Unequaled Comfort**. From the durability of our engineering to the confidence of every ride and the comfort experienced by every golfer, these principles define our approach. This commitment has made Club Car one of the most respected brands in the golf industry for more than 60 years and a trusted partner to thousands of facilities worldwide.

This year, we are excited to introduce our **Club Car Connect** golf car equipped with Visage Fleet Management and a technology package that is second to none in the industry. With unsurpassed fleet management expertise, Club Car is trusted by over 2,500 facilities to deliver proven, reliable technology solutions that protect critical assets while enhancing the overall member experience.

If you have questions about any aspect of this proposal or if you would like to discuss additional ways we might meet your needs, please call me at (470) 235-0336 or send an e-mail to George.Henry@clubcar.com

I look forward to serving you.

Respectfully,


George Henry
Territory Manager – Club Car, LLC





Club Car, LLC
4125 Washington Road
Evans, GA 30809
1-800-CLUB-CAR
www.clubcar.com

PROPOSAL APPROACH

Club Car understands the City's objectives for a reliable, well-equipped, and efficiently managed golf car fleet, and we are committed to delivering a solution that meets those expectations.

Our approach is to provide a flexible and comprehensive program that supports both lease and purchase options, incorporates the required technology and equipment, and ensures consistent fleet performance through proactive maintenance and responsive service.

We will work collaboratively with the City to finalize details, coordinate implementation, and ensure all aspects of the fleet align with operational needs and performance standards throughout the term of the agreement.

Our focus is on delivering a seamless experience, minimizing downtime, and maintaining a high level of service reliability. In doing so, we will remain a responsive and dependable partner, ensuring the City's needs are consistently met and the fleet operates at the highest standard throughout the contract term.



PROPOSAL

Club Car Proposed Equipment



PROPOSAL

Proposed Equipment

OMNIA Partners Cooperative
Member #4002577 & #5325424

QTY.	Description
110	<u>2027 Club Car Tempo Electric Lithium-Ion Vehicles</u> • Tempo 2 Passenger Next GEN Lithium • Standard Molded In Body Color – Standard Color of Choice • Standard Seat Package – Standard Color of Choice • Monsoon Canopy Top for Factory Prep Visage – Standard Color of Choice • Clear Hinged Windshield • Black Magnetic Bag Cover – Standard Color of Choice • Auto Park Brake • Golf Comfort grip / premium consumer steering wheel with scorecard clip electric car • Kenda Hole-N-1 18x8.50x8 4 Ply Steel Wheel (Front & Rear) • Standard Wheel Cover • Standard Cup Holders with No Rubberized Inserts • Upper Center Storage, Cell Phone Holder • Lower Center Storage, Standard (No Wireless Charging) • Side Storage, Standard Golf Ball & Golf Tee Holders • Shelf charger 650W, 9' DC Cord, 9 ft AC Power Cord with US NEMA Plug • Silver or Gold Club Car Nameplate • Silver or Gold Domed Decal, Side of Body, Driver & Passenger Side • 13.2 MPH Speed Setting • Economy Acceleration Drive Profile • LED Battery Display • Sand Bucket Driver Side • CaddyMaster Cooler, Passenger Side • Sand Bottle Strut Mounted Passenger Side • Custom Cocoa Beach Country Club Logo, Front Center Cowl Location • Gold Tempo Decal LI • Rear Tow Plate • (110) INFO HOLDER-GLUE ON • (2) Towing Kit, Temporary, Light Duty • (1) Auto Park Brake Service Tool • Includes Freight and Prepping • F.O.B. Augusta, GA

Customer Initial _____

Grand Total – See Lease



PROPOSAL

Proposed Equipment

OMNIA Partners Cooperative
Member #4002577 & #5325424

QTY.	Description
1	<u>2027 Club Car Café Express Gas Hospitality Vehicles</u> • Dark Green Body Color • Gray Seat Color • Cafe Express Canopy - Green/White • Single Piece Windshield Installation • Café Express Upper Cabinet • Cafe Express Front Canopy Struts • Cafe Express Canopy Frame • Café Express Base Cabinet • Cafe Express Prop Rod Installation • Steering Wheel w/ Memo Clip • LED Headlights • Premium Hole-N-1 Tires 6-ply rated - 20x10-10 (Front) • Premium Hole-N-1 6-ply rated - 20x10-10 (Rear) • 5-Spoke Silver Wheel Cover (set of 4) - 20" Wheel • Heavy Duty Front Brush Guard Installation • CVT - Pedal Start • Front Fender Installation • Non-Cab Side Mirror set • Shift Lever - Pedal Start • USB-A port with 12V Powerport • Pedal Start Standard Keyswitch • Electrical Installation - Pedal Start • Starter Generator - Pedal Start • Custom Cocoa Beach Country Club Logo, Center of Cowl • Instrument Panel - Pedal Start • Four Wheel Brakes • Differential Guard, Gas • Number Decal, Over DS Front Fender • Transaxle w/ Limited Slip Differential w/ Hardened Hub • Includes Freight and Prepping • F.O.B. Augusta, GA

Customer Initial _____

Grand Total – See Lease

Club Car

Tempo

Golf Product Comparison



Chosen by
OVER half of
Golf Digest's
Top 100 US
Courses

The award-winning Tempo continues to exceed industry expectations, delivering a smooth, comfortable ride and connected touchscreen technology no other golf car can match.

LIION
Tempo



Built with proven engineering, durability, and reliable comfort, Tempo vehicles showcase the best Club Car has to offer.

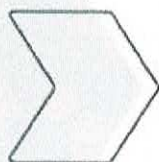
When equipped with web-based connected technology designed to entertain golfers and support course management, a Tempo fleet offers a key competitive edge.

GCR GOLF CART RESOURCE

**Club Car Tempo was voted
"Best Golf Cart For The Course"
by Golf Cart Resource
three years in a row!**

Did You Know?

Club Car was the only manufacturer recognized in all four categories in Golf Cart Resource's 2025 survey, earning #1 for Best Golf Cart for the Course and #1 for Best Luxury LSV, along with #3 for Best Overall Golf Cart Brand and #3 for Best LSV/Street Legal Vehicle



NEW DASH

INSTALLED ON ALL TEMPO POWERTRAINS



Features:

- **Sleek Two-Tone Styling:** Enjoy an updated, sophisticated look with two-tone design elements.
- **Relocated FNR Control:** The FNR (Forward/Neutral/Reverse) control has been seamlessly integrated into the dashboard for improved accessibility and convenience.
- **Dedicated Phone Holders:** Thoughtfully designed phone holders are conveniently located in the center console area, ensuring easy access and secure storage.
- **4 Convenient Cupholders:** Designed for larger beverages, offering ample space for your drinks.
- **Golf Ball/Tee Holders:** Standard features to keep your golfing essentials organized and within reach.

OPTIONAL

- **Wireless Charging:** Two integrated charging pads in the center bottom storage area allow for cord-free wireless charging of your devices.
- **Lockable Storage Compartments:** Multiple storage options, including a secure, single-locking glove box in the center console area.



To learn more, contact your local Authorized Club Car Dealer.

Tempo

Auto Park Brake

with Patented

STOPSMART
TECHNOLOGY

OPTIONAL AND ONLY AVAILABLE ON TEMPO LITHIUM 2 PASSENGER AND TEMPO LITHIUM 2+2 VEHICLES



Features & Benefits:

- **Electronic Park Brake System:** Automatically stops the car based on registered speed—no more stomping to park the vehicle.
- **Responsive Mechanical Braking:** Enjoy a consistent, reliable feel – no "squeaky" braking like competitors' drive-by-wire systems.
- **Independent Braking Systems:** Service and park brakes function independently for increased reliability.
- **StopSmart Technology:** This technology gradually slows the vehicle in the event of a power failure, preventing abrupt stops on the course for drivers and passengers.
- **Best in Class Towing Experience:** Utilizing an audible alert for tow mode and a separate handheld service tool in case of a complete loss of power to the parking brake.

Club Car

To learn more, contact your local Authorized Club Car Dealer.



Standard Colors (Molded-In)



White

Cashmere

Platinum

Green

Premium Painted Metallic Colors



Black

Glacier

Green

Ice Blue

Premium Colors (Molded-In)



Black

Sangria

Sapphire



Brilliant Blue

Signature Silver

Rally Red

Standard Seats



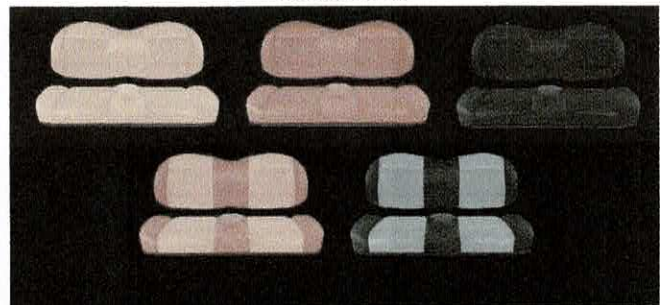
White

Beige

Gray

Black

Premium Seats



LI-ION

RFP # CB26-009

HIGH-PERFORMING AND PACKED WITH THE LATEST TECHNOLOGY, CLUB CAR'S LITHIUM ION VEHICLE PROVIDES BEST IN CLASS RANGE, PERFORMANCE, AND SAFETY WHILE DELIVERING LOWER TOTAL COST OF OWNERSHIP.



PERFORMANCE



QUALITY



DESIGN

LITHIUM ION BATTERY PACK PERFORMANCE

SUSPENSION

AUTOMOTIVE STYLING

BEST IN CLASS HILL CLIMBING POWER

FRAME

CUSTOMIZATION

- Li-Ion Batteries charge two times faster than FLA batteries, keeping your cars on course during peak hours
- Optimized suspension for a lighter vehicle maintains stability performance
- Enhanced comfort with maximum safety benefits
- Distinctive, modern automotive styling
- Powerful and consistent acceleration – 4.7 HP AC Motor
- Better hill climbing
- 235 amp and 375 amp controller options to fit all course types
- Aluminum rustproof frame
- Elite protection against rain and salt-water conditions
- Design your fleet your way with various color, seat, accessory and other design options
- Looking for something different? Talk to your rep about our Custom Solutions capabilities

When it's time to power up, the fast charging times and ability to hold a charge across multiple rounds keep Lithium Ion-powered cars on the course and out of the barn.

Available on new Tempos, the Lithium-ion battery is a zero maintenance, high-performance power source that can save you money and staff time, increase car reliability, and conserve energy to improve the overall performance of your operations.

Up to **50% SAVINGS**
in electricity costs

Best in-class range



36+ holes on single charge



Optional equipment shown. More accessories available, ask your Club Car sales representative for details.

What Our Customers Say...

"The superior range of the Club Car Tempo Li-Ion vehicle was the deciding factor for us. In addition to the great range, not having to water the batteries and the minimal maintenance on the vehicles allows us to focus our efforts on our members and golf course."

- Jay Pesicka, General Manager and Course Superintendent of Bella Collina



	TEMPO LI	RXV	DRIVE2 LI	DRIVE2 - POWERTECH LI
DBR	500 watt resistor	500 watt resistor	/	/
Front Suspension	Independent leaf spring w/ dual hydraulic shocks	Independent A-Arm coil-over shock	Independent (coil-over strut type)	
Rear Suspension	Leaf springs w/ hydraulic shock absorbers	Mono Leaf springs w/ hydraulic shock absorbers	Pivoted trailing arm (mono link)	Independent (coil-over strut type)
Range	45 Miles	45 Miles	Unknown	Unknown
Stored Energy	3.6 kWh	3.0 kWh	Not available	Not available
Weight	718 lbs. (325.7 kg)	645 lbs. (293 kg)	729 lbs. (331 kg)	758 lbs. (344 kg)
Controller	235 Amp (standard) 375 Amp (optional)	235 Amp	Toyota Industries built motor controller unit	
Motor	4.7 Hp AC	4.4 Hp AC	4.4 Hp AC	
Charger	650 Watts, 900 Watts optional	600 Watts	650 Watts	
Extended Storage	Set and forget storage. No need to check state of charge every month due to smart charger and VCM	Check vehicle state of charge every 30 days	Restrictive storage temperature (32 - 95 F). SOC range must be between 30-50% and must be discharged and charged every 6 months	
Connectivity	Remote vehicle health & maintenance reporting (VDC), Premium Bluetooth speakers, live streaming and music services, Secure over-the-air (OTA) software updates	No OTA update capability	/	/
Diagnostics and Vehicle Settings	Remote, handheld and integrated diagnostics (VDC), Bluetooth handheld with graphics tool and on-board, Visage monitor to manage vehicle performance. Remote access (via VDC) to set vehicle speeds & acceleration rates and enable / disable accessories	Handheld device, limited diagnostics, text only	No remote diagnostics	
VCM (Vehicle Control Module)	"Brains" of the electronic control system. It features CAN bus communication and controls vehicle inputs and outputs	Not available	Not available	
Overall Length	91.5 in (232 cm)	94.5 in (240 cm)	93.7 in	
Overall Width	47.25 in (120 cm)	47 in (119 cm)	47.2 in	
Overall Height (with canopy)	66.5 in (174 cm)	70 in (178 cm)	70.5 in	
Wheelbase	65.5 in (166.4 cm)	65.7 in (167 cm)	64.4 in	
Frame	Rustproof Aluminum	Welded Steel	Welded Steel	
Battery Warranty	5 years unlimited	5 years	5 year, 97k amp-hours, whichever comes first	
Molded-in Body Colors	7 options	2 options	2 options	
Painted Body Colors	8 options	10 options	7 options	
Standard Seats	4 options	4 options	2 options	
Premium Seats	8 options	6 options	4 options	
Custom Solutions	Experienced, dedicated team available to help bring your unique visions to life and set your club apart	Limited offering	Limited offering	

¹Club Car test performed on moderate terrain golf course. Specifications are pulled from specifications published in July 2023 operator's manual.

²From a new, unladen battery, unladen, on level, paved surface. See Limited Warranty for details. The operator's manual for Club Car, LLC, states that operators are to charge batteries at the end of each shift. The company may require the right to even design changes without additional charge to make these changes. ³Storage options are chosen and manufactured for use for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automotive use. ⁴EV-55 AEC for low-speed vehicles and are not equipped for operation on public streets, roads or highways. ⁵Always use proper driving techniques.



PROPOSAL

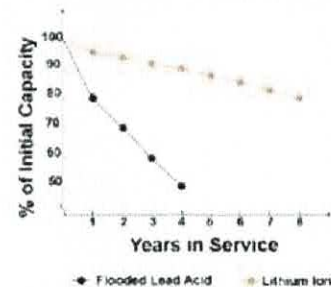
Lithium Ion Battery Technology



Up to
50% savings
in electricity costs



Battery Capacity Years in Service



EASE OF USE AND REDUCED MAINTENANCE COSTS

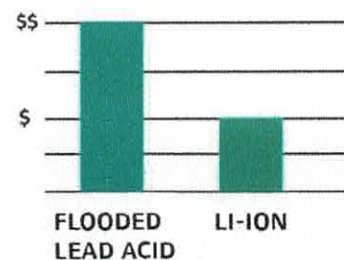
Maximize vehicle uptime and quality

The Tempo Lithium Ion battery was developed for the automotive industry. We built on that foundation to deliver an innovative battery with automotive-grade safety and performance features designed to save you time and money.

FEATURES AND BENEFITS

- **Zero Maintenance Battery**
- **Set and Forget Extended Storage**
- **Over-the-air (OTA) Updates**
Maximize efficiency and minimize course downtime when you upgrade the care performance with Tempo Connect
- **Vehicle Control Module (VCM)**
Increase vehicle uptime and reduce labor time. Real time health status of vehicle helps identify issues before they arise.
- **Handheld Bluetooth® Diagnostic Tool**
Maximize vehicle up time. Quick serviceability keeps your fleet running by analyzing and configuring all electrical subsystems with one simple tool.

COST OF OWNERSHIP





Tempo Connect-Li-Ion

FEATURES & BENEFITS

All the great standard features of the Tempo including: The all new Tempo Li-Ion with Club Car Connect includes a robust Connectivity Module featuring:

- New Body style
- The innovative Excel™ powertrain
- SportDrive™ suspension
- MonsoonTop™ Canopy
- Ergonomic Seating
- PowerShield™ battery housing
- 360 degree bumper system
- Best tightest turning radius
- Shark Experience: Bluetooth, Sports Ticker, Sports, Entertainment, Music
- Speaker system, Dynamic Distances by touch point, Live games/matches
- Odometer
- Serial number and model year display
- One way message broadcasting such as weather alerts
- Sponsorship and advertising display
- Electronic info holder
- GPS-enabled pre-set zone messages
- Electronic scorecard
- Customer email address capture and reporting
- EZLocator integration

Batteries Charger Horsepower

Steering Front Suspension Rear Suspension Brakes Park Brake

Frame Chassis Body / Body Color Front / Rear Tires Kickplate Seating Capacity

Overall L x W x H Wheelbase Ground Clearance Floor Height Tread Dry Weight (Less Batteries)

Speed Range

Vehicle Warranty

POWER SOURCE

Briggs & Stratton utilizing LG 18650 Lithium Ion cells
650 Watts with on-board computer. Optional 900 Watt charger
4.7 hp AC motor

STEERING / SUSPENSION

SportDrive™ Self-compensating double reduction helical rack and pinion
Independent leaf spring with dual hydraulic shocks
Optimized rear leaf springs for a lighter vehicle to maintain stability performance and a better ride quality
Self-adjusting, rear mechanical drum with 1,000W dynamic brake resistor
Foot operated, multi-lock

BODY / CHASSIS

Ladder-style aluminum box beam
Formion® with molded-in color
18 x 8.50-8 / 18 x 8.50-8
Yes
2

DIMENSIONS

91.5 in x 47.25 in x 68.5 in (232 cm x 120 cm x 174 cm)
65.5 in (166.4 cm)
4.5 in (11.4 cm)
12 in (30.5 cm)
34.5 in / 38.5 in (87.6 cm / 97.8 cm)
495 lb (224.5 kg)

7 speed settings: 5 to 19 mph; 2 acceleration settings: Econo or normal; 3 pedal-up braking settings: None, soft and firm; Speed adjustment in 0.1 mph increments
5-year: Lithium batteries, unlimited warranty. 4 years: canopy, electronics, pedal group, seats, suspension. 3-year: body panels, electric power train. 2-year: all remaining components. Limited lifetime: frame

This proposal shall expire thirty days from its date, unless Club Car, LLC agrees to extend the time frame. In consideration of receipt of this proposal, Cocoa Beach County Club agrees that it will hold its contents in confidence and will not disclose, use or copy the same in whole or in part for any purpose other than to evaluate this proposal.



PROPOSAL

Lithium Ion Battery Details

No battery maintenance!

(110 cars) (6 minutes/month)(12 months) = (132) hours saved per year

Range:

Our AC/Lithium Ion solution is more consistent and has much greater long term performance.

*Warranty

5 Year Unlimited Warranty

One time transferrable up to 5 years

Longer battery life expected (8 years vs 4 years for FLA)

For Li-ion, end of life is defined by when battery pack has 80% of capacity left

2 Programmable Acceleration Modes

Allows customer to optimize performance, efficiency and customer experience

Econo – slower acceleration to top speed

Normal – matches today's normal acceleration mode

AC Drive System

4.7hp motor with a 375 Amp controller provides faster hill climbing than DC Drive

Increased torque = constant maintained speed while climbing hills.

AC motor control allows smoother control of the vehicle down to near zero speeds.

Factory programmable drive profiles enable vehicle tuning for maximum performance or efficiency

Speed, Acceleration, Pedal Up



Dynamic Stability

Lower center of gravity with consistently proven chassis ride and handling that customers are familiar with

*Suspension uses the Gas Leaf Springs for better ride quality

Reduced vehicle weight = Less turf damage

*VCM – Vehicle Control Module

VCM acts as the “brains” of the electronic system

VCM has intelligent CAN bus control/communication system

VCM controls inputs and outputs such as speed and acceleration.

Advanced Power Management

*Software Logic vs. Wired Logic

*Over the Air updates for Visage customers or updates via handheld device for non-Visage customers



WEIGHTS	Club Car Tempo	E-Z-GO RXV (with lithium Battery)	E-Z-GO TXT (with lithium Battery)
FLA	903 lbs.	961 lbs.	956 lbs.
Li-Ion	699 lbs.	733 lbs.	755 lbs.

Weight found on company's brochures for vehicle weight with lithium battery installed in unit*

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The Club Car Tempo Lithium Ion Difference



SAFETY

BRAKING (DBR)



**1,000W
RESISTOR**

- Dynamic Brake Resistor is 2x larger than other fleet cars to provide improved safety and speed control in downhill conditions
- Maintains safe speeds for occupants and protects battery system

SUSPENSION



- Optimized suspension for a lighter vehicle maintains stability performance
- Enhanced comfort with maximum safety benefits

AUTOMOTIVE GRADE DESIGN COMPONENTS



**3 LAYERS
OF PROTECTION**

Aluminum Enclosure
Mounting Plate
Battery Bucket

- Total battery protection from top to bottom for improved safety and reliability
- Die cast aluminum enclosure meets IP67 standards for protection against dust and water intrusion.



QUALITY

REDUCED TURF COMPACTION



- 200 LBS lighter than lead acid vehicle
- Less turf damage means reduced course maintenance

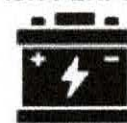
BEST IN CLASS HILL CLIMBING POWER



**4.7 HP
AC MOTOR**

- Powerful and consistent acceleration
- Better hill climbing
- 235 amp and 375 amp controller options to fit all course types

LITHIUM ION BATTERY PACK PERFORMANCE



- Li-Ion Batteries charge two times faster than FLA batteries, keeping your cars on course during peak hours

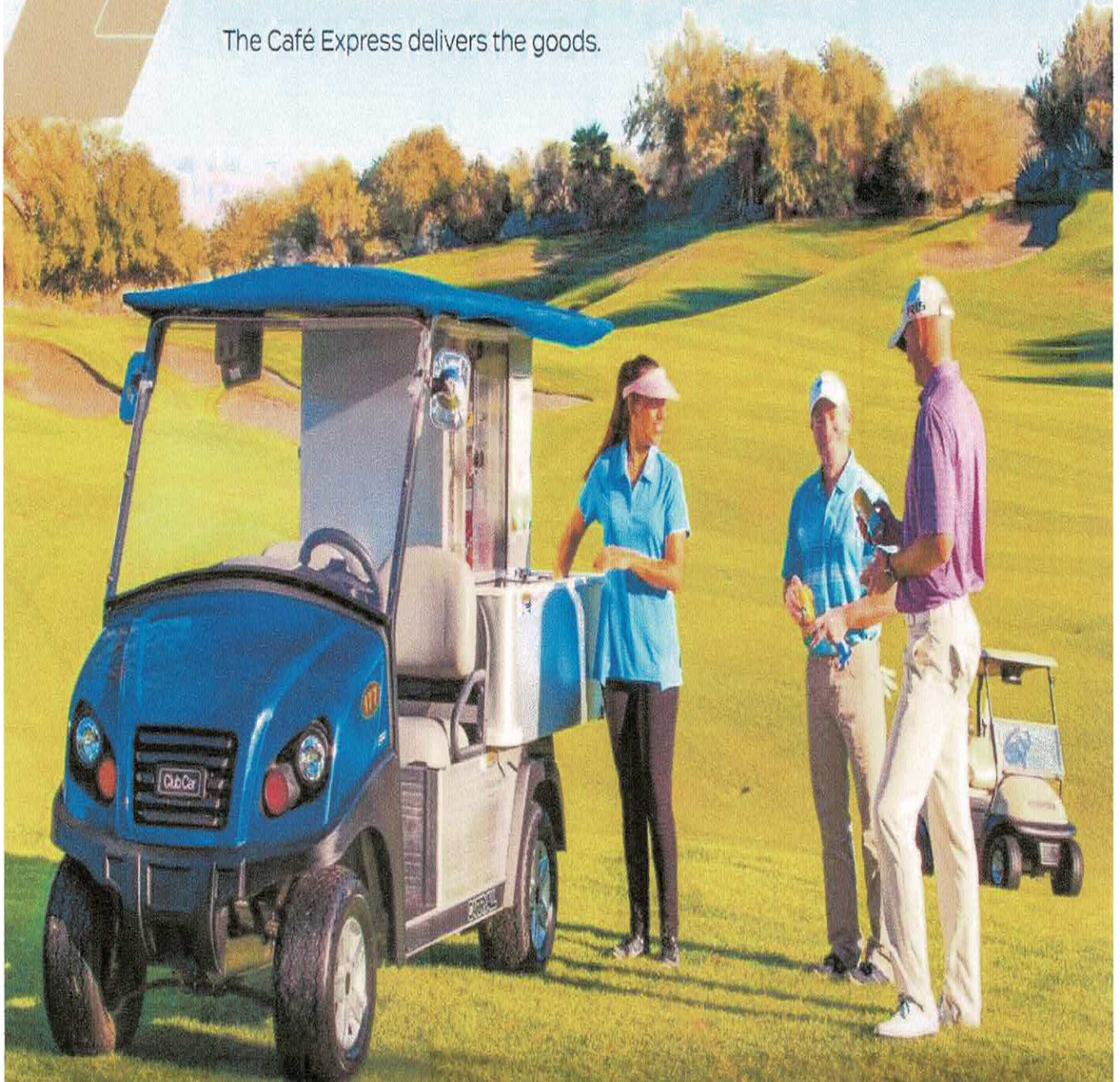
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CAFÉ EXPRESS



ON-THE-GO REFRESHMENTS. INSTANT REVENUE.

The Café Express delivers the goods.



The Café Express refreshment vehicle will help you recognize greater daily revenue and lead to higher yearly profits. The unique design encourages impulse buys, holds more food and drink, and runs more efficiently.

CARRYALL

CAFÉ EXPRESS

FULL SERVICE, MADE SIMPLE

		
Max Speed 14 mph	Max Vehicle Capacity 850 lbs	Horsepower 14 hp (gas) 7.4 hp (Li-ion)



GASOLINE

LITHIUM ION



NOW AVAILABLE IN LITHIUM

DISPLAY TO WIN

Flexible shelving shows off snacks while insulated compartments keep more drinks cold (it holds up to 256 cans!)

PUT IT ON ICE

The Café Express has multiple compartments, separating cold beverage storage from consumable ice, allowing premium product offerings and maximum customer satisfaction with each refreshing beverage served.

BENEFITS OF LITHIUM

With a maintenance-free battery, quiet operation, and all-day range, the Café Express Lithium model allows full service vending without the noise of an engine.

FREE STAFF TRAINING

Club Car offers a free training module with a certification exam to anyone who will operate this vehicle. It's a great way to increase customer service and protect your staff, your golfers, and your investment.

OPTIONS & ACCESSORIES

Ask your Club Car sales representative for details.



Humidor



Hot Box



Food Warmer



Cash Drawer

Available Body Colors

Standard Colors



White



Dark Green



Bright Blue



Dark Gray



Black



Beige



Classic Blue



Titanium



Red

Colors may vary by product.

ENGINE/MOTOR	4-cyl 1600 cc EFI	48-volt 3-phase AC
HORSEPOWER (RATED)	14.0 hp (10.3 kW) rated @ 3600 rpm per SAE J1940	7.4 hp (5.5 kW) rated @ 2800 rpm Peak 21.4 hp (15.6 kW)
BATTERY	12-volt 500 CCA 105 min reserve	Vanguard 70 kWh Lithium
CHARGER	N/A	Std. Delco-Delco 600W 12V charger Opt. Delco-Delco 600W 12V charger
HEADLIGHTS	Two 37W halogen (LED optional)	
FUEL CAPACITY	15.5 gal (58.5 L)	N/A
STEERING MECHANISM	Self-adjusting rack & pinion	
SUSPENSION (FRONT)	Independent leaf springs with dual hydraulic shocks	
SUSPENSION (REAR)	Semi-independent leaf spring with dual hydraulic shocks	
BRAKES	4-wheel mechanical drum	
PARK BRAKE	Foot-operated multi-lock	
BODY & FINISH	Golf ArmorFlex™ with automotive paint/clear coat	
BODY (FRAME & REAR)	Aluminum	
TIRES	20 x 10-10, 6-ply premium tread	
WHEELBASE	79.1 in (201.3 cm)	
OVERALL HEIGHT	70.7 in (179.5 cm)	
OVERALL LENGTH	125.5 in (318.7 cm)	
DIFFERENTIAL GROUND CLEARANCE	6.2 in (15.2 cm)	5.6 in (14.2 cm)
MAX WIDTH (W/O MIRRORS)	61.4 in (155.9 cm)	51.4 in (130.5 cm)
CURB WEIGHT (W/ BATTERIES)	1755 lb (795.9 kg)	1806 lb (824.4 kg)
TOTAL VEHICLE CAPACITY	850 lb (385.5 kg)	
BED LOAD CAPACITY	480 lb (214.1 kg)	
SPEED	12-14 mph	32 mph (51.5 km/h) max
WARRANTY	3-year/30,000-hour limited powertrain and frame 2-year limited remaining vehicle	5-year limited battery warranty 3-year limited powertrain/frame 2-year limited remaining vehicle



PROPOSAL

Club Car Visage Information



ViSAGE

the next generation of connectivity is here

Visage's latest software release includes user defined dashboards to give course operators a top-level view of critical performance metrics from any web or mobile device. The intuitive design and user interface reduces the learning curve for new users to increase operational efficiency. New Visage reporting gives you real-time insights for every car in your fleet, so you can address service issues before they become emergencies, reducing downtime and repair costs.

**READY TO TAKE YOUR COURSE TO THE NEXT
LEVEL AND PROVIDE YOUR GOLFERS WITH A
WORLD-CLASS GOLF EXPERIENCE?**

Contact your Club Car Representative today!



ViSAGE

fleet management

Get real-time data on each vehicle in your fleet with these car modules

car tracking

ENHANCED software allowing you to track your fleet from web or mobile device

IMPROVED REPORTING features to review progress changes and improve overall pace of play

COMMUNICATE directly with guests with instant messaging, whether it is an alert for dangerous weather or to report a lost club

car control

REDESIGNED PLATFORM allowing you to easily control any vehicle, from any computer, tablet or mobile device, whether you're on the course or on the road

BETTER PROTECTION for your golfers and your fleet with speed control, allowing you to set speed limits in certain areas, as well as no go zones keeping golfers out of hazard areas, with the ability to adjust as needed

INCREASED FLEXIBILITY to turn cart path only rules on or off, either for the entire course or for certain holes

elevate the golfer experience



NEW 10" LCD DISPLAY AND ENHANCED COURSE GRAPHICS

with a built for purpose touchscreen delivering tablet-like response and full screen 3D resolution providing richer details and course elevation perspective



IMPROVED GPS YARDAGE AND DETAILED GREENS MAPS

with linear and slope adjusted distances to pins, hazards, and points of interest for improved player scoring



INTEGRATED BLUETOOTH SPEAKERS

with intuitive smartphone pairing, an embedded media player and improved speaker performance to engage golfers on a whole new level

Connectivity Leadership



1. Unsurpassed Fleet Management knowledge and experience
 - 15+ years experience across 1,500+ course installed base
2. Dedicated Customer Account Managers (CAMs)
 - Best-in-class (24x7) customer support
3. Continuous investment in the end-to-end solution
 - Partner to the industry and associations that support you
 - Official Golf Car of the PGA of America



- Built for purpose touch-screen
- Best-in-Class Golf GPS and course graphics
- Linear & slope adjusted yardages
- Integrated mounting console
- Optional Bluetooth speakers
- Tee shot distances
- F&B ordering
- Blind Tee shot



- Advanced software platform to easily control any vehicle, from any computer, tablet or mobile device
- Customized management dashboards
- Superior Fleet Management tools / reporting
- Real-time insights on Fleet performance
- Variable Speed Car Control
- Pace of Play tracking and reporting

Connectivity Line-Up



Choose the technology package that is tailored to meet your club's needs. Connectivity agreements for Visage or Visage with Bluetooth can be included in the financing of your fleet golf car lease or contracted as a stand-alone rental agreement. Contact your Club Car sales representative to learn more.

ViSAGE™



Available for Purchase, Lease* or Rental**

- 10" LCD Touchscreen Monitor VDU
- Visage Fleet Management
 - Standard Connectivity with access to Visage Control Center (VCC)
 - Choice of Visage Module(s)
- Additional Visage Modules
 - Golfer Experience
 - Car Tracking
 - Car Control
- Integrated Mounting Console with Storage Baskets

*Lease includes one Visage Module; 2nd and 3rd modules contracted separately.

**Rental includes choice of two Visage modules; 3rd module contracted separately.

ViSAGE™ (with Bluetooth)

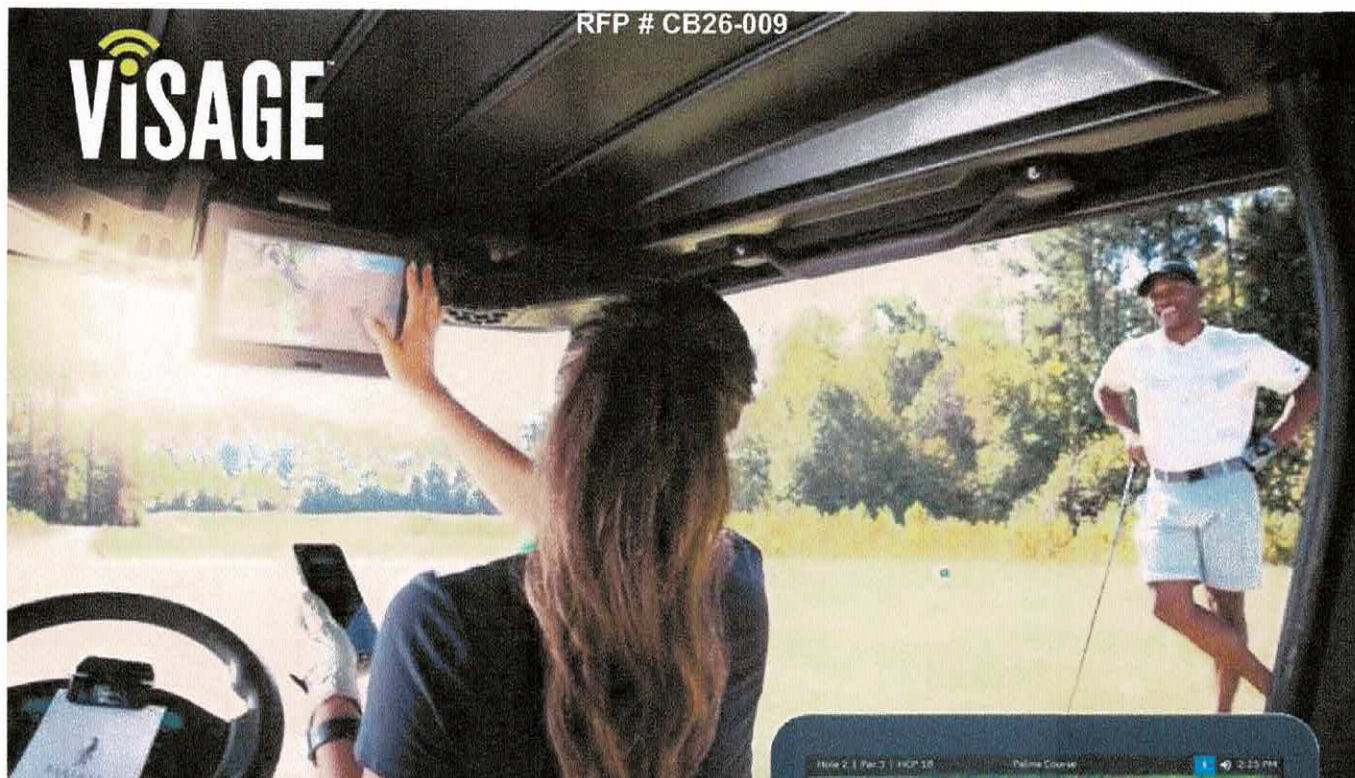


Available for Purchase, Lease* or Rental**

- 10" LCD Touchscreen Monitor VDU
- Visage Fleet Management
 - Standard Connectivity with access to Visage Control Center (VCC)
 - Choice of Visage Module(s)
- Additional Visage Modules
 - Golfer Experience
 - Car Tracking
 - Car Control
- Integrated Mounting Console with Storage Baskets

*Lease includes Golfer Experience module. Bluetooth and additional Visage modules contracted separately.

** Rental includes Golfer Experience module and Bluetooth. Additional Visage modules contracted separately.


ViSAGE


Club Car Connect will change how you do business. Visage, our next generation, premium Fleet Management Solution provides you with the flexibility to manage your course from anywhere while increasing revenue, reducing expenses, and delivering a best-in-class golfer experience.



Ready to take your course to the next Level and provide your golfers with a World-class golf experience?

Contact your Club Car Representative today!

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Club Car
CONNECT



RFP # CB26-009

Fleet Management

Get real-time data on each vehicle in your fleet with these car modules!



CAR TRACKING

ENHANCED software allowing you to track your fleet from web or mobile device

IMPROVED REPORTING features to review progress changes and improve overall pace of play

COMMUNICATE directly with guests with instant messaging, whether it is an alert for dangerous weather or to report a lost club



CAR CONTROL

REDESIGNED PLATFORM allowing you to easily control any vehicle, from any computer, tablet or mobile device, whether you're on the course or on the road

BETTER PROTECTION for your golfers and your fleet with speed control, allowing you to set speed limits in certain areas, as well as no go zones keeping golfers out of hazard areas, with the ability to adjust as needed

INCREASED FLEXIBILITY to turn cart path only rules on or off, either for the entire course or for certain holes



Elevate The Golfer Experience



NEW 10" LCD DISPLAY AND ENHANCED COURSE GRAPHICS

with a built for purpose touchscreen delivering tablet-like response and full screen 3D resolution providing richer details and course elevation perspective



IMPROVED GPS YARDAGE AND DETAILED GREENS MAPS

with linear and slope adjusted distances to pins, hazards, and points of interest for improved player scoring



INTEGRATED BLUETOOTH SPEAKERS

with intuitive smartphone pairing, an embedded media player and improved speaker performance to engage golfers on a whole new level



RFP # CB26-009

Certified Pre-Owned Limited Time Offer



Connectivity Leadership

1. Unsurpassed Fleet Management knowledge and experience
 - 15+ years experience across 2,500+ course installed base
 2. Dedicated Customer Account Managers (CAMs)
 - Best-in-class (24x7) customer support
 3. Continuous investment in the end-to-end solution
 - Partner to the industry and associations that support you
- Official Golf Car of the PGA of America



- Built for purpose touch-screen
- Best-in-Class Golf GPS and course graphics
- Integrated mounting console
- Optional Bluetooth speakers
- Tee shot distances
- F&B ordering
- Blind Tee shot
- Advanced software platform to easily control any vehicle, from any computer, tablet or mobile device
- Customized management dashboards
- Superior Fleet Management tools / reporting
- Real-time insights on Fleet performance
- Variable Speed Car Control
- Pace of Play tracking and reporting

Fleet Management Modules



Golfer Experience	Car Tracking	Car Control
- Hole views w/ GPS Yardage - Approach views and detailed greens maps - Dynamic distances to pins and POIs - Touch screen for linear & scope adjusted yardages - Tee shot distance - Blind tee shot / car ahead - Pin placement manager - Food & Beverage ordering and reports - Max Holes	- VCC course map displays real-time car locations - Fleet utilization / rotation - Vehicle drive history - Vehicle tracks (bread crumbs) - Pace of Play monitoring, reporting and notifications - Round reports - Find car (last known location) - Two-Way messaging - Message logs - Email & text notifications	Variable speed zones - Action zone messaging - On-screen Action zone visibility for golfers - Fleet lock down - Geofence - Cart path only - Anti-tamper - Set vehicle top speed - Car Staging & Lockdown - Vehicle drive history

Standard Connectivity <i>VCC Access - \$10 pcpm value (included w/ Visage Lease or Rental)</i>	Add-Ons
- Static hole images - Battery level status - On charge status - Service notifications (fault codes, charge failures) - One-Way Messaging - Weather Alert - Car Odometer + Amp Hour Reporting - Custom welcome message - Player names - Electronic scorecard	- Integrated mounting console with Bluetooth Speakers (\$8 pcpm) - Tournament Connect (\$4 pcpm) - Golf Genius - Vision Perfect (ViPer) 3D Hole Flyovers (\$2 pcpm)

AdMan <i>(included w/ Std. Connectivity)</i>	AdMan Pro (\$5 pcpm)
- Access to 18 fairway spot ads (Insert, Full page and Video – No par 3's) - Pre-configure and schedule ad campaigns for Auto-Publish	- Access to all inventory – tee, fairway, green, and green to tee - Video Ads + Action Zone Ads - Schedule multiple campaigns for Auto-Publish



PROPOSAL

Club Car Fleet Care and Maintenance Plan

Club Car

PROPOSAL

Club Car

SERVICE
SOLUTIONS

IS YOUR FLEET AT ITS BEST?

CMAA estimates that most golf car fleets are operating at 15% below optimal efficiency—a statistic that can cost a course up to \$124,000 over a four-year lease, shorten vehicle warranties and impact a course's reputation. But there's a solution.

LET US HANDLE THE MAINTENANCE

You're busy with hundreds of tasks. Club Car Service Solutions takes fleet maintenance (and detailed record-keeping) off your to-do list, saving you unnecessary costs, helping prevent slowed pace of play and minimizing the risk of accidents.



"Having Club Car maintain our fleet is a huge relief for us. The confidence of knowing that the cars are kept in safe, working order makes us feel like our customers and employees are provided with the safest vehicles possible. The relationship we've created with our fleet technician is key to controlling the expensive task of maintaining our entire fleet."

— Geoff Crum, PCA

Club Manager-Director of Golf | Arroyo Trabuco Golf Club

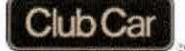
DISCOVER THE BENEFITS

- Reduced costs
- Increased utilization and revenue
- Extended warranty life
- Cars operating at maximum efficiency
- Reduced liability
- High-quality service
- Detailed service records
- Stabilized pace of play
- More crew time for other tasks



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Product Safety – Fleet Golf



Safety is important at Club Car. Club Car vehicles meet or exceed applicable regulations and industry safety standards identified in its Operator Manual, including ANSI Z130.1 ("American National Standard for Golf Cars – Performance and Safety"). Club Car vehicles are safe when operated in accordance with the guidance provided in the Operator Manual, a copy of which is provided with each Club Car vehicle. Additionally, a copy of the Operator Manual is available for download at <https://www.clubcar.com/en-us>. Before operating the vehicle or allowing others to do so, please read and understand the Operator Manual. A few of the key points from the Operator Manual are summarized below.

Safety Committee:

Club Car recommends that you establish a Safety Committee. The Safety Committee has responsibilities, which include:

- Identifying and taking steps to mitigate hazards.

You have a better understanding of your golfers and your course than anyone, including Club Car. You have the best information about where hazards exist or may exist. As such, your Safety Committee should identify and take steps to mitigate hazards. The Safety Committee should seek regular feedback from staff, customers, and visitors. Hazard mitigation could include restricting access to potentially hazardous areas, redesigning cart paths, or placing warning signs or speed bumps in certain areas. Car Control, a module of Club Car Connect, may also be a useful tool to manage vehicle performance in certain areas of a course. The ANSI Standard and the Golf Course Safety Guidelines may provide additional information regarding hazard identification and mitigation. They are available for download at <https://www.opei.org/golf-cars-and-personal-transport-vehicles/>.

- Identifying and managing authorized operators and users.

Club Car recommends that only licensed drivers operate their vehicles. Your Safety Committee should establish rules, customs, and practices to ensure that only authorized drivers operate vehicles on your course. Your Safety Committee should put a program in place to ensure that those who use vehicles on the course understand and follow the course rules and vehicle warnings. This program may include a training program for operators, passengers, and course staff.

- Ensuring that vehicles are maintained in a safe and reliable condition.

Proper maintenance is important for the safe and reliable operation of vehicles. The Operator Manual contains recommended maintenance schedules. Your Safety Committee should establish rules, customs, and practices to ensure that the vehicles used on your course are regularly maintained and in proper working order. Your Club Car sales representative can discuss maintenance plans that will help you ensure your vehicles receive proper attention regularly.

Incident Reporting:

If an incident occurs, report it within 24 hours (or as soon thereafter as is practical) to your Safety Committee and Club Car via your sales contact or the product safety department at 706-619-3191 or product_safety@clubcar.com. An incident includes any accident in which a vehicle operator or occupant is injured in any way, as well as instances involving a Club Car vehicle where the vehicle or other personal or real property sustains damage, whether the cause of the damage is known or unknown.

Modifications:

Club Car discourages any modifications to the products that it manufactures.

A "modification" is defined as a change to the product sold by Club Car that:

- Uses a non-Club Car part or accessory
- Changes the performance of the product such that the product performs in a manner not intended by Club Car at the time of the sale of the products by Club Car
- Removes a part or accessory, or uses a Club Car part or accessory in a manner other than as recommended by Club Car

Modifications may affect the safe operation of a vehicle. Please refer to your Operator Manual for more information pertaining to modifications. Modifications may void vehicle warranties.

CLUB CAR FLEETCARE SERVICE - STANDARD BENEFITS



- Service records are maintained by Club Car.
- All warranty repairs and down cars are responded to with priority.
- Factory-direct technician, fully stocked with inventory parts and ability to perform 98% of repairs on-site.
- Majority of problems can be identified and addressed before they become a problem on the course.
- A scope of work that meets or exceeds the manufacturer's recommendation is performed on every car.

QUARTERLY SERVICE AGREEMENT

- A factory certified technician will visit the course as required to complete quarterly service to each car.
- **TIRES** - Quarterly check and maintain proper pressure.
- **FRONT END** - Inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed. (*Quarterly Gasoline / Semi-annually Electric*)
- **LUBRICATION** - Semi-annually lubricate all fittings, clevises, cables, brake components, pedal groups, and linkages.
- **DIFFERENTIAL** - Semi-annually check for leaks and damage to drive unit.
- **BRAKES** - Semi-annually inspect and adjust brakes and perform annual brake service.
- No trip charges on billable repairs.

GASOLINE ONLY

- Quarterly inspect and check belts (adjust if needed), terminal connections, reverse buzzer, FNR switch. Annually change oil.

ELECTRIC ONLY

- Quarterly check connections, wiring, terminal connections, single-point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold-downs.
- **BATTERY CHARGER** - Quarterly visually inspect, check cable connections, breakers, and lubricate receptacle with WD-40.

MONTHLY SERVICE AGREEMENT

- A factory certified technician will visit the course as required to complete monthly service to each car.
- **TIRES** - Monthly check and maintain proper pressure.
- **FRONT END** - Quarterly inspection of ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.
- **LUBRICATION** - Semi-annually lubricate all fittings, clevises, cables, brake components, pedal groups, and linkages.
- **DIFFERENTIAL** - Semi-annually check for leaks and damage to drive unit.
- **BRAKES** - Semi-annually inspect and adjust brakes and perform annual brake service.
- No trip charges on billable repairs.

GASOLINE ONLY

- Check engine oil level.
- Quarterly inspect and check belts, terminal connections, reverse buzzer, FNR switch. Annually change oil.

ELECTRIC ONLY

- Monthly check connections, wiring, terminal connections, single-point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold-downs.
- **BATTERIES** - All batteries will be inspected and watered to the appropriate level.
- **BATTERY CHARGER** - Monthly visually inspect, check connector, breakers, and lubricate receptacle with WD-40 quarterly.

CLUB CAR FLEETCARE SERVICE - STANDARD BENEFITS



- Service records are maintained by Club Car.
- All warranty repairs and down cars are responded to with priority.
- Factory-direct technician, fully stocked with inventory parts and ability to perform 98% of repairs on-site.
- Majority of problems can be identified and addressed before they become a problem on the course.
- A scope of work that meets or exceeds the manufacturer's recommendation is performed on every car.

ANNUAL SERVICE AGREEMENT

- **TIRES** - Annually check air pressure. (Course will be responsible for checking air pressure the remainder of the year).
- **FRONT END** - Annually inspect ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.
- **LUBRICATION** - Annually lubricate all fittings, cables, brake components, pedal groups, and linkages.
- **DIFFERENTIAL** - Annually check for leaks and damage to drive unit.
- **BRAKES** - Annually inspect and adjust brakes and perform annual brake service.

GASOLINE ONLY

- Annually check belts (adjust if needed), change oil, terminal connections, reverse buzzer, FNR switch.

ELECTRIC ONLY

- Annually check connections, wiring, terminal connections, single-point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold-downs.
- **BATTERY CHARGER** - Annually visually inspect, check cable connections, breakers, and lubricate receptacle with WD-40.

SEMI-ANNUAL SERVICE AGREEMENT

- **TIRES** - Semi-annually check air pressure. (Course will be responsible for checking air pressure the remainder of the year).
- **FRONT END** - Semi-annually inspect ball joints, wheel bearings, bushings, alignment, springs, and shocks. Correct and adjust as needed.
- **LUBRICATION** - Semi-annually lubricate all fittings, cables, brake components, pedal groups, and linkages.
- **DIFFERENTIAL** - Semi-annually check for leaks and damage to drive unit.
- **BRAKES** - Semi-annually inspect and adjust brakes and perform annual brake service.

GASOLINE ONLY

- Semi-annually check belts (adjust if needed), terminal connections, reverse buzzer, FNR switch. Annually change oil.

ELECTRIC ONLY

- Semi-annually check connections, wiring, terminal connections, single-point watering system, deionizer filter, reverse buzzer, FNR switch, nuts, and battery hold-downs.
- **BATTERY CHARGER** - Semi-annually visually inspect, check cable connections, breakers, and lubricate receptacle with WD-40.

CURSORY INSPECTION

- **TIRES** - All tires will be checked and inflated to the proper pressure.
- **BATTERIES** - All batteries will be inspected and watered (FLA – Only) to the appropriate level.
- A cursory inspection of the vehicle will be completed to identify any noticeable issues.
- No trip charges on billable repairs.





PROPOSAL

Fleet Care Service - Highlights

- Techs are factory trained and drive vans are stocked with inventory parts to complete 98%+ of repairs while on site.
- Every car receives hands on service every month and any down cars are responded to within 72 hours.
- Detailed scope of work that meets or exceeds the manufacturer's recommendations is performed on every car and proper documentation is recorded for each visit.

Fleet Care Service – Scope of Work

- Batteries – Check condition, tighten all terminals, and water batteries.
- Tires – Check and maintain proper pressure.
- Electrical – Check connections, wiring, terminals, micro switches, resistor coils, nuts.
- Battery Charger – Check connector, breakers, and lubricate receptacle with WD-40.
- Front End – Inspect / adjust ball joints, wheel bearings, bushings, alignment, springs, and shocks.
- Lubrication – Lubricate all fittings, clevises, cables, brake components, wheel bearings, pedal shafts, and linkages.
- Differential – Check for leaks and damage to drive unit.
- Brakes – Inspect and adjust brakes and perform brake service.

Service Contract Options									
	Tech Visit	Tires	Battery Charger	Front End	Lubrication	Differential	Brakes	Notes	Cost
Monthly Service	52x per year to check 25% of fleet	12x / year	12x / year	4x / year	2x / year	2x / year	2x / year	No trip charges on billable repairs, extended warranty	\$28 / month / car
Quarterly Service	26x per year to check 17% of fleet	4x / year	4x / year	2x / year	2x / year	2x / year	2x / year	No trip charges on billable repairs	\$18 / month / car
Semi-Annual Service	2x / year Checking 100% of Fleet per visit	2x / year	2x / year	2x / year	2x / year	2x / year	2x / year	N/A	\$125 / year / car x 2
Annual Service	1x / year Checking 100% of Fleet	1x / year	1x / year	1x / year	1x / year	1x / year	1x / year	N/A	\$250 / year / car
Water, Air, and Cursory Inspection	2x per month to complete 50% of fleet	Tires inspected and inflated to proper levels	Batteries watered and inspected	N/A	N/A	N/A	N/A	Full inspection, no trip charges on billable repairs	Included with Monthly

Customer: _____

Club Car/Dealer: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



PROPOSAL

Club Car Tempo Lithium Ion Warranty Information

LIMITED WARRANTY**WARRANTY**

Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components.

WARRANTY TIMEFRAME

ITEM	SUB-ITEMS	COVERAGE
VEHICLE MAINFRAME	Not applicable	Limited Lifetime
SUSPENSION	Steering gearbox, steering column, shocks, and leaf springs	4 years
ELECTRIC POWERTRAIN	Electric motor, transaxle, and MCOR	3 years
LITHIUM-ION BATTERY	Lithium-ion battery	5 years / Unlimited hours
MAJOR ELECTRONICS	Solid state speed controller and battery charger	4 years
OTHER ELECTRONICS	VCM and DBR	VCM 5 years DBR 4 years
PEDAL GROUP	Pedal group mechanical assembly, brake cluster assemblies, brake cables, and accelerator pedal position sensor (APPS)	4 years
SEATS	Seat bottom, seat back, and armrests	4 years
CANOPY SYSTEM	Canopy, rear canopy supports, drainage system, and structural accessory module (SAM)	4 years
BODY GROUP	Beauty panels and front/rear underbody Body and dash panels	3 years
ALL REMAINING COMPONENTS	Solenoid, limit switches, voltage regulator, F&R switch, and options and accessories supplied by Club Car, including components not specified otherwise	2 years

EXCLUSIONS

Excluded from any Club Car warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration, and acts of God. Also excluded from any Club Car warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as engine mounts, bed floor lining, mats, pads, spark plugs, light bulbs, brake pads, belts, brushes, solenoids, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

- Batteries
 - Tampering with or opening of the battery case.
 - Intentional overcharging or undercharging of a vehicle.
 - Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
 - Use of energy management systems that do not allow a minimum of 4 hours of charge time to assure proper charging.
 - Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition; the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
 - A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
 - A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle operator's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
 - Use of a discharger test or similar device. A discharge tester may cause permanent and irreparable damage to the battery and should not be used under any circumstance.
- Operation (including charging) outside the manufacturer's stated allowable annual average temperature of less than 30 degrees Celsius. Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the operator's manual.
- Damages caused by improper installation of the component.
- Failed semiconductor parts such as diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of Club Car.
- Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
- Improper extended storage.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, Club Car does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the operator's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY

This and any other warranty shall be void if the vehicle or component is damaged, involved in an accident, abused or used in an unintended manner or shows indications that it has been altered in any way, including, but not limited to, modification of the speed governor, braking system, steering, transaxle, or other operating systems of the car to cause it to perform outside club car specifications. The warranty is likewise void if the vehicle shows indications that reasonable or necessary maintenance as outlined in the operator's manual and maintenance and service manual was not performed at the time and in the manner specified in such manuals.

SOLE REMEDY

Club Car's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at Club Car's option, of the vehicle or component thereof that Club Car deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. Club Car reserves the right to test and recharge any component returned for adjustment. If Club Car elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of Club Car.

DISCLAIMER

This limited warranty is exclusive. Club Car makes no other warranty of any kind, expressed or implied. Any implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed by Club Car and excluded from this warranty. The Purchaser and Club Car expressly agree that the sole remedy of the replacement or repair of the defective vehicle or component thereof is the sole remedy of the Purchaser. Club Car makes no other representation or warranty of any kind, and no representative, employee, distributor or dealer of Club Car has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this warranty.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES

In no event shall Club Car be liable for any incidental or consequential damages including, but not limited to, loss related to property other than the vehicle, loss of use, loss of time, inconvenience, or any other economic loss.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM

To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized Club Car dealer.

For warranty-related communication, contact:





PROPOSAL

Club Car Carryall Vehicle Warranty Information

LIMITED WARRANTY

WARRANTY

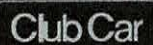
Club Car, LLC ("Club Car") hereby warrants to the original purchaser or lessee, as those terms are defined herein, and subject to the provisions, limitations and exclusions in this limited warranty, that its new vehicle or new component purchased from Club Car or an Authorized Dealer or Distributor shall be free from defects in material and workmanship under normal use and service for the periods stated below, subject to the provisions, limitations and exclusions in this limited warranty.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed below for the periods specified. Such repair labor shall be performed only by Club Car, its Authorized Dealers or Distributors, or a service agency approved by Club Car. For repairs made by qualified technicians other than Club Car's factory technicians or an Authorized Dealer or Distributor, Club Car will provide only the replacement parts or components.

If the warranty registration form is not completed and returned to Club Car at the time of the original retail sale, the Purchaser must provide proof of date of purchase with any warranty claim.

WARRANTY TIMEFRAME

ITEM	SUB-ITEMS	COVERAGE
VEHICLE MAINFRAME	Not applicable	3 years or 3,000 hours
SUSPENSION	Steering gearbox, steering column, shocks, and leaf springs	2 years or 2,000 hours
POWERTRAIN	Engine, transaxle, torque converter (drive and driven)	3 years or 3,000 hours
GASOLINE SYSTEMS	Air intake system, exhaust system, and starter generator	3 years or 3,000 hours
PEDAL GROUP	Pedal group mechanical assembly, brake cluster assemblies, and brake cables	2 years or 2,000 hours
SEATS	Seat bottom, seat back, and armrests	2 years or 2,000 hours
CANOPY SYSTEM	Canopy, rear canopy supports, drainage system, and structural accessory module (SAM)	2 years or 2,000 hours
CAB ASSEMBLY	Cab assembly and doors (if equipped)	2 years or 2,000 hours
BODY GROUP	Body and dash panels	2 years or 2,000 hours
ALL REMAINING COMPONENTS	Solenoid, limit switches, voltage regulator, F&R switch, and options and accessories supplied by Club Car, including components not specified otherwise	2 years or 2,000 hours



EXCLUSIONS

Excluded from any Club Car warranty is damage to a vehicle or component resulting from a cause other than a defect including poor maintenance, neglect, abuse, accident and collision, maintenance adjustments, unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment including Club Car approved or non-approved GPS systems, non-approved alteration, and acts of God. Also excluded from any Club Car warranty are all fuses, filters, decals (except safety decals), lubricants, routine wear items such as engine mounts, bed floor lining, mats, pads, spark plugs, light bulbs, brake pads, belts, brushes, solenoids, bushings, drive buttons, cosmetic deterioration, and items that deteriorate, fade or fail due to exposure or ordinary wear and tear.

The provisions of this limited warranty shall not apply to failure due to the following conditions:

- Batteries
 - Improper charging of a vehicle due to the use of a battery charger model not approved by Club Car for use with the vehicle.
 - Use of any accessories that do not draw power off the complete system voltage.
 - Neglect, breakage, freezing, fire, explosion, wreckage, melted terminal posts, the addition of any chemical, or the operation of the battery in an uncharged condition (below half charge 1.200 specific gravity); the installation of the batteries in reverse or recharging in reverse, breakage of containers, covers, or terminal post, or batteries used in applications for which they were not designed.
 - A battery damaged by a defective charger or batteries in vehicles that do not receive proper charging.
 - A vehicle not having an operational charger on a circuit that has the parameters specified in the vehicle operator's manual (the number of operational chargers must equal the number of operational vehicles), or use of an unapproved algorithm.
- Lack of proper maintenance such as preventive maintenance checks, proper rotation of vehicles in a fleet application, maintaining proper tire pressure and alignment and tightening loose wire connections as outlined in the operator's manual.
- Damages caused by improper installation of the component.
- Failed semiconductor parts such diodes and fuses that are vulnerable to electrical overloads (including lightning) beyond the control of Club Car.
- Damaged charger AC and DC cord set with plug, which is a wear item and subject to user abuse.
- Use of gasoline containing more than 10 percent ethanol.

Without limiting the generality of the foregoing in any way, and as part of its limited warranty exclusion, Club Car does not warrant that its vehicle or components such as batteries, computer, controller or electrical device are suitable for use in any application other than in its products. As in the use of any vehicle, batteries, computer, controller or electrical device, a prudent owner will read and study the operator's manual, the operator instructions and the warning labels; and will exercise due care in working on or around vehicles, batteries or electrical devices.

Transportation expenses for warranty services are also excluded from this warranty.

VOIDING OF WARRANTY

This and any other warranty shall be void if the vehicle or component is damaged, involved in an accident, abused or used in an unintended manner or shows indications that it has been altered in any way, including, but not limited to, modification of the speed governor, braking system, steering, transaxle, or other operating systems of the car to cause it to perform outside club car specifications. The warranty is likewise void if the vehicle shows indications that reasonable or necessary

maintenance as outlined in the operator's manual and maintenance and service manual was not performed at the time and in the manner specified in such manuals.

SOLE REMEDY

Club Car's liability under this limited warranty or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at Club Car's option, of the vehicle or component thereof that Club Car deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. Club Car reserves the right to test and recharge any component returned for adjustment. If Club Car elects to repair the vehicle or component, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of Club Car.

DISCLAIMER

This limited warranty is exclusive. Club Car makes no other warranty of any kind, expressed or implied. Any implied warranties of merchantability or fitness for a particular purpose are hereby disclaimed by Club Car and excluded from this warranty. The Purchaser and Club Car expressly agree that the sole remedy of the replacement or repair of the defective vehicle or component thereof is the sole remedy of the Purchaser. Club Car makes no other representation or warranty of any kind, and no representative, employee, distributor or dealer of Club Car has the authority to make or imply any representation, promise or agreement, which in any way varies the terms of this warranty.

In the event that another pre-printed warranty document, certificate or both offered by or through Club Car at the time of sale of this vehicle (each an "Additional Warranty Document") is deemed to conflict with the limitations or exclusions contained herein, the limitations and exclusions contained herein shall continue to apply to both this limited warranty statement and, to the maximum extent permitted by law, to each Additional Warranty Document.

NO CONSEQUENTIAL DAMAGES

In no event shall Club Car be liable for any incidental or consequential damages including, but not limited to, loss related to property other than the vehicle, loss of use, loss of time, inconvenience, or any other economic loss.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

HOW TO MAKE A WARRANTY CLAIM

To make a warranty claim under this limited warranty, you must present the vehicle or defective component with evidence of proof of purchase date and number of amp hours (if applicable) to an authorized Club Car dealer.

For warranty-related communication, contact:



PROPOSAL

Club Car Exhibit B Pricing

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT B – PRICING

Lease/Purchase price per month for 4 year term** (110 cars) \$12,345.30 per month

Outright purchase** (110 cars) \$536,910.00

Options (Price quoted should be in addition to above price per car)
Fold down windshields (110 cars) Lease/Purchase 4 yrs. Included

Outright purchase Included

Bagwell rain protection (110 cars) Lease/Purchase 4 yrs. Included

Outright purchase Included

Value of 110 cars traded in \$2,700.00 Per Car, \$297,000.00 Total Trade Value

Price for additional cars, each up to maximum of fifteen cars

Lease/Purchase 4 yrs. \$174.33 Per Car, Per Month

Outright purchase \$7,581.00 Per Car

For Lease/Purchase Option: Buyout of \$1.00 per car will apply for a total of \$110.00 at the end of term

All pricing should be based on a delivery the week of September 1, 2026. Assembly will be complete by October 1, 2026.

** Net of trade in allowance for 110 cars. Cars are 2022 E-Z-GO.



OMNIA Partners Cooperative Pricing
Member #4002577 & #5325424

PROPOSAL

**Capital Purchase
 Quotation
 Trades Included**

QTY	Vehicle	Term C.O.D.	Price Per Car	Total C.O.D. Payment
110	Tempo Lithium-Ion Fleet	C.O.D.	\$4,881.00	\$536,910.00
1	Carryall Café Express Gas Hospitality Vehicle	C.O.D.	\$23,645.66	\$23,645.66
111	Grand Total			\$560,555.66

Prices quoted herein are projected for a future estimated date of delivery of Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. For a purchase or lease transaction, where trade-in vehicle values are quoted, pricing assumes trade-in of customer's current fleet in a quantity and in condition to be agreed upon by Club Car. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any price increases. It will be the sole responsibility of The City of Cocoa Beach / Cocoa Beach Country Club to pay all State, local and or property taxes associated with this transaction.

Customer: _____

Club Car/Dealer: _____

Title: _____

Title: _____

Date: _____

Date: _____



OMNIA Partners Cooperative Pricing
Member #4002577 & #5325424

PROPOSAL

**48 Month \$1.00 Buyout
 Quotation
 Golf Car Trades Included
 Estimated Municipal Interest Rate of 4.93%**

QTY	Vehicle	Term 48 Month \$1.00 Buyout	Price Per Car Per Month	Total Monthly Payment
110	Tempo Lithium-Ion Fleet	48 Month \$1.00 Buyout	\$112.23	\$12,345.30
1	Carryall Café Express Gas Hospitality Vehicle	48 Month \$1.00 Buyout	\$543.77	\$543.77
111	Grand Total			\$12,889.07

Prices quoted herein are projected for a future estimated date of delivery of Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. For a purchase or lease transaction, where trade-in vehicle values are quoted, pricing assumes trade-in of customer's current fleet in a quantity and in condition to be agreed upon by Club Car. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any price increases. It will be the sole responsibility of The City of Cocoa Beach / Cocoa Beach Country Club to pay all State, local and or property taxes associated with this transaction.

Customer: _____

Club Car/Dealer: _____

Title: _____

Title: _____

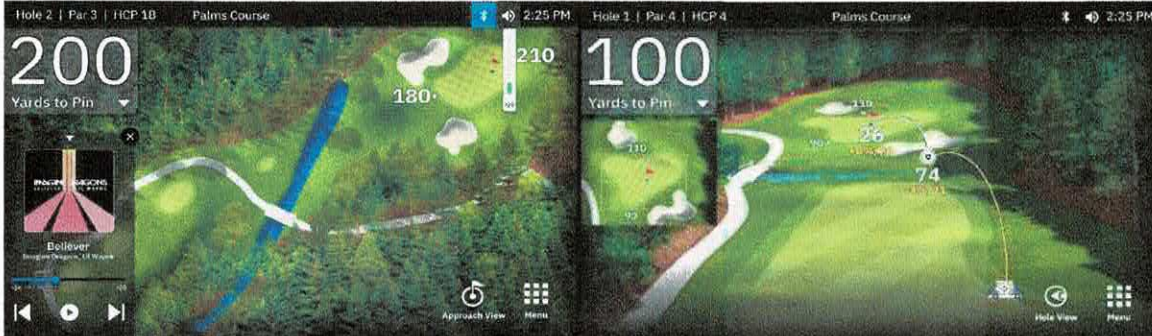
Date: _____

Date: _____



V4 Technology Rental Quotation

PROPOSAL



QTY	Vehicle	Term	Price Per Car Per Month	Total Monthly Payment
110	Connect Package New 10" Android Visage Display Unit W/Golfers Experience	TBD	\$49.00	\$5,390.00
110	Car Control Module	TBD	Included	Included
110	Car Tracking Module	TBD	Included	Included
110	Power Module Included in this package	TBD	Included	Included
110	Speakers & Bluetooth Package	TBD	\$8.00 50% Discount \$4.00	\$440.00
110	Ad Man Pro	TBD	\$5.00 100% Discount N/C	\$0.00
110	Tournament Connect / Golf Genius Integration	TBD	\$4.00	\$440.00
110	3D Hole Flyovers	TBD	\$2.00	\$220.00

All Visage Module Proposal - Golfers Experience, Car Control & Car Tracking

Customer Initials - Additional Visage Options:

Speakers & Bluetooth _____ Ad Man Pro _____

Tournament Connect _____ 3D Flyovers _____

Customer: _____

Club Car/Dealer: _____

Title: _____

Title: _____

Date: _____

Date: _____



V4 Technology Rental Quotation

PROPOSAL



QTY	Vehicle	Term	Price Per Car Per Month	Total Monthly Payment
110	Connect Package New 10" Android Visage Display Unit W/Golfers Experience	TBD	\$38.00 Choice of One Module either Car Control or Car Tracking Module	\$4,180.00
110	Car Control Module	TBD	Choice of one module	Choice
110	Car Tracking Module	TBD	Choice of one module	Choice
110	Power Module Included in this package	TBD	Included	Included
110	Speakers & Bluetooth Package	TBD	\$8.00 50% Discount \$4.00	\$440.00
110	Ad Man Pro	TBD	\$5.00 100% Discount N/C	\$0.00
110	Tournament Connect / Golf Genius Integration	TBD	\$4.00	\$440.00
110	3D Hole Flyovers	TBD	\$2.00	\$220.00

All Visage Module Proposal - Golfers Experience, Car Control & Car Tracking

Customer Initials - Additional Visage Options:

Speakers & Bluetooth _____ Ad Man Pro _____

Tournament Connect _____ 3D Flyovers _____

Customer: _____

Club Car/Dealer: _____

Title: _____

Title: _____

Date: _____

Date: _____



PROPOSAL

V3 Technology Rental Quotation

Certified Pre-Owned Program



QTY	Vehicle	Term	Price Per Car Per Month	Total Monthly Payment
110	Connect Package New 10" Android Visage Display Unit W/Golfers Experience	TBD	\$35.00	\$4,070.00
110	Car Control Module	TBD	Included	Included
110	Car Tracking Module	TBD	Included	Included
110	Power Module Included in this package	TBD	Included	Included
110	Speakers & Bluetooth Package	TBD	\$8.00 50% Discount \$4.00	\$440.00
110	Ad Man Pro	TBD	\$5.00 100% Discount N/C	\$0.00
110	Tournament Connect / Golf Genius Integration	TBD	\$4.00	\$440.00
110	3D Hole Flyovers	TBD	\$2.00	\$220.00

Two Visage Module Proposal - Golfers Experience and One Module of Choice

Customer Initials - Additional Visage Options:

Speakers & Bluetooth _____ Ad Man Pro _____

Tournament Connect _____ 3D Flyovers _____

Customer: _____

Club Car/Dealer: _____

Title: _____

Title: _____

Date: _____

Date: _____



PROPOSAL

V3 Technology Rental Quotation

Certified Pre-Owned Program



QTY	Vehicle	Term	Price Per Car Per Month	Total Monthly Payment
110	Connect Package New 10" Android Visage Display Unit W/Golfers Experience	TBD	\$31.00 Choice of One Module either Car Control or Car Tracking Module	\$3,410.00
110	Car Control Module	TBD	Choice of one module	Choice
110	Car Tracking Module	TBD	Choice of one module	Choice
110	Power Module Included in this package	TBD	Included	Included
110	Speakers & Bluetooth Package	TBD	\$8.00 50% Discount \$4.00	\$440.00
110	Ad Man Pro	TBD	\$5.00 100% Discount N/C	\$0.00
110	Tournament Connect / Golf Genius Integration	TBD	\$4.00	\$440.00
110	3D Hole Flyovers	TBD	\$2.00	\$220.00

Two Visage Module Proposal - Golfers Experience and One Module of Choice

Customer Initials - Additional Visage Options:

Speakers & Bluetooth _____ Ad Man Pro _____

Tournament Connect _____ 3D Flyovers _____

Customer: _____

Club Car/Dealer: _____

Title: _____

Title: _____

Date: _____

Date: _____



PROPOSAL

Club Car Exhibit C Qualifications of Bidder

Company Profile



For more than 60 years, our company has been fueled by an uncompromising desire for superior performance. Initially focused on golf cars, Club Car has since expanded to commercial utility vehicles and personal-use transportation.

We value our long-standing customer and industry relationships including working alongside a worldwide distribution network of nearly 500 distributors and dealers.

At Club Car, we often talk about our Black & Gold spirit. When we face challenges, we work together to overcome them. Our brand matters, but how we live up to it matters more. That's why we go the extra mile, with open, transparent communication and an ownership mindset that empowers us to do the right thing, always.

Our relationship with customers and dealers is reflective of that same spirit. At the core of our brand is a commitment to drive exceptional experiences - **one job, one round, and one ride at a time.**



Long-Standing Golf Partnerships



Our legacy and reputation as the gold standard of golf carts also makes us the preferred supplier for the world's premier golf leagues and tournaments.

For decades, Club Car has been the official vehicle of the PGA of America and PGA TOUR Tournament Players Club (TPC) Network and the DP World Tour. As the official supplier, our vehicles have been prominently shown at multiple Ryder Cup, Solheim Cup and President Cup events. Club Car also sponsors PGA section events, educational seminars and local chapters.



The Club Car Championship at The Landings is our marquee golf sponsorship. Voted as the best host facility and tournament of the year in 2024, the partnership provides Club Car with a platform to highlight the next generation of PGA TOUR stars and build relationships within the golf industry. Club Car also uses the event to engage local communities, with over \$450MM raised for local charities in the greater Savannah area in 2024. Club Car will remain the title sponsor of the event through 2029.



EXHIBIT C – SELECTION CRITERIA

1. Qualifications of Bidder B. List of Similar Projects

Organization Name: The City of Dunedin
Organization Address: 1920 Pinehurst Road
City: Dunedin State: Florida Zip: 34698
Contact Person Name: Blair Kline
Contact Person Phone Number: (727) 733-2134 ext 3 or (281) 460-1996
Project Name: RFP 23-1244 - Golf Cart Leasing Services
Project Cost: \$447,724.17 Date Performed: 10/01/2024

Organization Name: The City of Tampa - Rocky Point Golf Course
Organization Address: 4151 Dana Shores Drive
City: Tampa State: Florida Zip: 33634
Contact Person Name: Jim Garrison
Contact Person Phone Number: (813) 476-1110
Project Name: Sourcewell Solicitation: RFP #122220
Project Cost: \$394,081.80 Date Performed: 11/15/2024

Organization Name: The City of Tarpon Springs
Organization Address: 1310 South Pinellas Avenue
City: Tarpon Springs State: Florida Zip: 34689
Contact Person Name: Howard Hunt
Contact Person Phone Number: (919) 738-4847
Project Name: 240085-B-PH, Golf Cart Leasing
Project Cost: \$581,400.00 Date Performed: 11/01/2024

Organization Name: The City of Lakeland - Cleveland Heights Golf Course
Organization Address: 2900 Buckingham Avenue
City: Lakeland State: Florida Zip: 33803
Contact Person Name: Brock Witmyer
Contact Person Phone Number: (863) 860-5842
Project Name: CHC / R-132106
Project Cost: \$582,287.82 Date Performed: 03/26/2025



Club Car, LLC
4125 Washington Road
Evans, GA 30809
1-800-CLUB-CAR
www.clubcar.com

EXHIBIT C – SELECTION CRITERIA

1. Qualifications of Bidder C. Personnel Resume

George Henry

Territory Manager, Club Car, LLC (Central Florida)

8.5 Years in Current Role

Accomplished golf industry professional with over 40 years of experience spanning retail operations, golf course management, and regional/national sales leadership. Proven track record of driving revenue growth, managing high-performing teams, and building long-term client relationships across diverse markets.

Currently serving as Territory Manager for Club car, LLC in Central Florida, overseeing sales operations, client engagement, and regional market development.

Relevant Experience:

Territory Management: 8.5 years managing Central Florida territory, with a focus on sales growth, account management, and strategic partnerships.

Executive Sales Leadership: 20-year career with Mizuno USA, advancing through roles including Territory Manager, Regional Sales Manager, and Senior Director of Sales.

Golf Operations Management: Served 7 years as Head Golf Professional and Clubhouse Manager at a municipal golf course in Bettendorf, Iowa.

Retail Management: Early career experience managing operations across sixteen retail golf locations in the Midwest.

Honors & Recognition:

Sales Professional of the Year (2023) - North Florida Section, PGA West Central Chapter



PROPOSAL

Club Car Misc Exhibits

**CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT**

**Exhibit D
Fee Schedule**

No payments will be made under this contract until all the insurance; permit & license requirements in Article 7 have been met.

Event	% complete
	100%

Invoices for progress payments will be presented according to the schedule above. Invoices under the base contract will have ten (10%) percent of the amount due withheld pending final inspection. When the project is 100% complete a final invoice for the retained amount may be presented.

The City may request additional services other than those specified in Exhibit A. These services will performed at the rates shown below. All additional services will be approved in writing prior to the performance of said service. Additional services will be invoiced separately and are not subject to retention.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT E
DRUG FREE WORKPLACE

The undersigned CONTRACTOR in accordance with Chapter 287.087, Florida Statutes, hereby certifies that Club Car, LLC does:

Name of CONTRACTOR

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services described in the RFP document a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services described in the RFP documents, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBT E
DRUG-FREE WORKPLACE
(CONTINUED)

Craig Scanlon
Signature (Blue ink only)

Craig Scanlon
Print Name

CEO
Title

4/15/24
Date

STATE OF Georgia COUNTY OF Columbia

The foregoing instrument was acknowledged before me this 15th day of April, 2024.

By Craig Scanlon as
CEO
(Name of person acknowledging) (Title)

For Club car LLC
(Company name)

Personally known to me ☒ or has produced Identification _____, type of identification produced _____.

(NOTARY SEAL HERE)


Jamie Emert
SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE/STAMP NAME OF NOTARY Jamie Emert

CITY OF COCOA BEACH
REQUEST FOR PROPOSAL CB26-009
GOLF CART REPLACEMENT

EXHIBIT F
PROJECT FORM & CERTIFICATION CB 26 - 009

Proposer Name: Club Car, LLC

Address: 4125 Washington Road

City: Evans State Georgia Zip 30809

Telephone (800) 258-2227 Fax (706) 860-7231 Internet Address www.clubcar.com

Type of Business (Corporation, Partnership, Other – Specify) Limited Liability Company

Tax ID number (EIN/SSN): 13-3488925

Certification: The undersigned hereby confirms as follows:

- A. I am a duly authorized agent of the Company/Individual submitting the proposal.
- B. I have read the Proposal in its entirety and fully understand and accept these terms unless specific variations have been expressly listed below.
- C. My firm, Club Car, LLC, agrees to hold all prices, terms and conditions firm for acceptance for ninety (90) calendar days following the date and time of the bid opening.

Variations

The Proposer shall identify all variations and exceptions taken to this RFP in the space provided below unless such variation is expressly prohibited in the RFP documents. If no variations are listed here, it is understood that the Proposer fully complies with the terms and conditions. It is further understood that such variations may be cause for determining that the Proposal is non-responsive and ineligible for award:

Section	<u>N/a</u>	Variance	<u>N/a</u>
Section	<u>N/a</u>	Variance	<u>N/a</u>
Section	<u>N/a</u>	Variance	<u>N/a</u>

By:  Attach additional sheets as necessary.

Manual Signature of Agent

4/15/26
Date

Craig Scanlon

CEO

Typed/Printed Name of Agent

Title of Agent

Proposals without the manual signature of an authorized agent of the Proposer shall be deemed non-responsive and ineligible for award.

ADDENDUM #1 TO RFP CB26-009

Golf Cart Replacement

April 3, 2026

To All Prospective Proposers:

The City of Cocoa Beach hereby issues this Addendum to the above-referenced solicitation:

1. Question – In regards to the “electric golf car”, is lithium a required specification?

Answer – Yes, lithium batteries only.

2. Question – Since both “bagwell protector” and “bagwell rain protection” are listed, is this a required accessory or should it be priced optionally along with the fold down windshield.

Answer – The bagwell rain protector is a required accessory, not an option.

3. Is the fold down windshield an option, or should it be included in the quote?

Answer – The fold down windshield should be included, not an option.

4. Question – Will the city be responsible for properly airing tires?

Answer – Yes this will be the cities responsibility.

5. Question – Exhibit B states a delivery the week of September 1, 2026. Is that the delivery date?

Answer – The corrected delivery date will be December 1, 2026.

6. Question – Is the entire trade in amount being used to net down the new fleet? (Is the City satisfying the last payment on the current lease with PNC separately?)

Answer – Yes it is being used to net down the fleet. The City is satisfying the last payment amount with PNC in October 2026.

7. Question – For the “Value of 110 cars traded in”; should a per unit amount be provided as well so an adjustment can be made if the quantity of trade ins is less than 110?

Answer – Yes, there should be both a per unite amount and a total value for the 110 carts.

8. Question – There is no line for “maintenance” in Exhibit B.

Answer – Maintenance

Maintenance contract pricing

Monthly Payment _____

Quarterly Payment _____

If the manufacturer responding to this solicitation will not be providing the ongoing maintenance, responder must identify the company that will be servicing the maintenance contract.

- OR
- ✓ Manufacturer will provide the ongoing maintenance: _____
 - ✓ Manufacturer will not be providing the ongoing maintenance; authorized contractor providing the above pricing is: _____

9. Question – Can you define further the manufacturer’s maintenance requirements?

Answer – Ongoing Maintenance Contract for all cars to include:

As required, provide the preventative maintenance items listed below to 25% of the fleet per service visit (weekly) to ensure all fleet is maintained appropriately:

- Replace cables as needed
- Greasing
- Repair and adjust brake system
- Repair battery chargers

All other manufacturer recommended preventative maintenance items.

IMPORTANT: Please be sure to sign at the designated location at the end of this addendum, certifying receipt of this addendum, AND include a copy of the signed addendum in your proposal. Failure to include this signed confirmation of receipt may disqualify you/your firm from further consideration.

~ CERTIFICATION OF RECEIPT OF ADDENDUM ~

(This signed addendum MUST be included in your/your firm’s proposal.)

I, the undersigned, do hereby certify that I/my firm have/has received of copy of **RFP CB 26-009 Addendum #1**, issued on **April 3, 2026**, by the City of Cocoa Beach.



Signature of Authorized Representative

Craig Scanlon

Printed Name of Authorized Representative

Club Car, LLC

Individual/Firm Name

4/15/26

Date

ADDENDUM #2 TO RFP CB26-009

Golf Cart Replacement

April 14, 2026

The City of Cocoa Beach hereby issues this Addendum to the above-referenced solicitation:

Exhibit D Fee Schedule referenced:

"No payments will be made under this contract until all the insurance; permit & license requirements in Article 7 have been met."

There correct phrasing of this section is:

No payments will be made under this contract until all the insurance; permit & license requirements in section "INSURANCE REQUIREMENTS" have been met.

IMPORTANT: Please be sure to sign at the designated location at the end of this addendum, certifying receipt of this addendum, AND include a copy of the signed addendum in your proposal. Failure to include this signed confirmation of receipt may disqualify you/your firm from further consideration.

~ CERTIFICATION OF RECEIPT OF ADDENDUM ~

(This signed addendum MUST be included in your/your firm's proposal.)

I, the undersigned, do hereby certify that I/my firm have/has received of copy of **RFP CB 26-009 Addendum #1**, issued on **April 14, 2026**, by the City of Cocoa Beach.


Signature of Authorized Representative

Craig Scanlon
Printed Name of Authorized Representative

Club Car, LLC
Individual/Firm Name

4/15/26
Date



PROPOSAL

Club Car Terms & Sample Lease



PROPOSAL

RFP # CB26-009

Final Quotation

Club Car's funding source, proposes to sell The City of Cocoa Beach Florida / Cocoa Beach Country Club (111) vehicles equipped as stated on the Equipment Detail Quotation pages. The rates quoted herein and are subject to Club Car's normal credit approval.

The above quote is firm for 30 days and is based on today's projected interest rate. After 30 days should vehicle prices or interest rates fluctuate, this rate will be adjusted accordingly. The City of Cocoa Beach Florida / Cocoa Beach Country Club will be required to submit credit information for credit approval. Any applicable state, local and property tax not included in this proposal.

The delivery date is tentatively set for December of 2026. The delivery date could be sooner if all paperwork is fully submitted to George Henry Club Car, LLC Territory Manager or requested by The City of Cocoa Beach Florida / Cocoa Beach Country Club. This date could be delayed due to any unforeseen supply chain constraints as we move into late 2026. All vehicles must deliver prior to the end of 2026 to receive the pricing noted in this proposal.

As of today's date, delivery time is currently 6-12 weeks once all paperwork is submitted to George Henry Territory Manager Club Car, LLC. Please be advised that any delay in getting the needed documents to fully execute this agreement can delay the delivery of the new fleet and or pricing proposed.

The City of Cocoa Beach Florida / Cocoa Beach Country Club will need to provide Club Car, LLC a written letter stating from the lender and or lease holder that the EZGO lease has been satisfied, so the EZGO fleet can be removed from Cocoa Beach Country Club. Club Car, LLC will take ownership of the (110) 2022 EZGO RXV Lithium-Ion fleet cars when the new Club Car vehicles are delivered. The Capital Purchase and \$1.00 Buyout Lease pricing option proposed in this proposal was based on the OMNIA Partners Cooperative Pricing plus additional Club Car, LLC pricing discounts.

Prices quoted herein are projected for a future estimated date of delivery of the Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. For a purchase or lease transaction, where trade-in vehicle values are quoted, pricing assumes trade-in of customer's current fleet in a quantity and in condition to be agreed upon by Club Car. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any price increases.

Club Car, LLC Documents needed to fully execute this transaction;

- Signed Proposal (All Pages Signed and or Initialed where applicable)
- Club Car, LLC Credit Application Completed
- W-9 Form
- 2026 and 2027 State of Florida Resale Tax Certificate
- Copy of the Golf Course Logo / Approved Logo Proof
- Name, Title, email address and phone number of the person responsible for signing the lease documents or the person responsible for the C.O.D. payment

Special Considerations:

All credit terms must be approved by CLUB CAR, Inc. prior to delivery. Customer is to submit required information for credit approval upon request. Taxes are estimated or additional if applicable. Final tax calculations will be determined based on tax qualifications and submittal of certificates. It will be the sole responsibility of The City of Cocoa Beach Florida / Cocoa Beach Country Club to pay all State, local and or property taxes associated with this transaction.

All trade in vehicles must be running and free of any major body or structural damage at the time of pickup. All chargers for each car must be present and in working condition at the time of pick up. Any non running, structural damaged vehicles and or missing chargers will be subject to further review of trade credit allowed and adjusted thereafter upon delivery and pick up.

Customer: _____

Club Car _____

Title: _____

Title: _____

Date: _____

Date: _____

Terms and Conditions



Confidentiality of Pricing. All discount percentages (and the resulting Product pricing) are the confidential and proprietary information of Club Car. Customer shall not disclose such information to any third party without Club Car's prior consent.

The products set forth in this proposal are intended only for the Customer set forth above and may not be resold within twelve months of delivery without Club Car's prior written consent. Customer shall be responsible for, and expressly agrees to pay, the difference between prices quoted herein and Consumer Retail Pricing for any vehicles resold within twelve months of delivery.

Please note the actual price will be determined by the interest rate at the time of delivery. The above pricing are firm for the next 60 days. Club Car LLC reserves the right to adjust the pricing within 60 days of delivery.

Prices quoted herein are projected for a future estimated date of delivery of Club Car golf and utility products. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. In the event customer's current fleet is not available for trade-in at the time of delivery, Club Car reserves the right to adjust pricing accordingly, and Customer agrees to be responsible for any prices increases and to promptly pay any invoices therefor. Customer is to submit required credit information for credit approval. Any applicable State or Local Taxes or any additional fees associated with documentation are not included. If for any reason projected delivery is delayed, customer will continue to make existing lease payments per current lease contract terms and conditions.

©2026 Club Car, LLC. All rights reserved. Club Car believes the information and specifications in this quote were correct as of the date of this proposal. Due to current market conditions and estimated lead times, pricing and interest rates are subject to change prior to projected delivery. Specifications, standard features, options, fabrics, and colors are subject to change 60 days prior to delivery. Some features may be unavailable when your vehicle is built. Some vehicles are pictured with options that may be available at extra cost or may not be available on some models. Ask your dealer or Club Car representative about the availability of options and verify that the vehicle you ordered includes the equipment you ordered. There are no warranties, expressed or implied, contained herein. See the Limited Warranty in the owner's manual or write to: Club Car, PO Box 204658, Augusta, GA 30917. Club Car reserves the right to make design changes without obligation to make these changes on previously sold units or systems. These vehicles are designed and manufactured for off-road use only. They do not conform to Federal Motor Vehicle Safety Standards for automobiles or to FMVSS 500 for low-speed vehicles and are not equipped for operation on public streets, roads, or highways. Please see the Operator's Manual for important safety and operating instructions for your vehicle(s).

This quote for products, equipment, and parts is subject to Club Car's Terms and Conditions of Equipment Sale, as revised or amended from time to time (the "Terms"). The Terms, which are incorporated into this quote by reference, are located at Terms and Conditions, and Customer hereby acknowledges receipt, review, and acceptance of the Terms. At Customer's written request, Club Car will mail Customer a copy of the Terms. Club Car hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by Customer.

Terms: FCA – Club Car, Augusta Georgia (Incoterms 2020).

Customer: _____

Club Car _____

Title: _____

Title: _____

Date: _____

Date: _____



Summary and Acceptance of Proposal

PROPOSAL

Please Initial Selected Fleet Purchase options

Select Tempo Golf Car Color Options

Standard Body Color White _____ Green _____ Platinum _____ Cashmere _____

Premium Body Color Black _____ Sapphire _____ Sangria _____

Canopy Top Color Beige _____ White _____ Black _____

Standard Seat Color Beige _____ White _____ Gray _____ Black _____

Premium Seat Color Lt. Beige _____ Camello _____ Off White _____ Black _____ Gray _____

Two Tone Premium Seat Color Lt. Beige / Off White _____ Lt. Beige / Camello _____ Black / Gray _____

Club Protector Bag Cover Beige _____ Black _____ Green _____

Visage Modules / Technology:

Golfers Experience _____ Car Control _____ Car Tracking _____ Speakers & Bluetooth _____

Tournament Connect _____ AdMan Pro _____ 3D Flyovers _____

Customer: _____

Club Car/Dealer: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____





PROPOSAL

Terms and Conditions for Returning Vehicles or Trade-Ins

Sole Responsibility:

The City of Cocoa Beach Florida / Cocoa Beach Country Club agrees to accept sole responsibility for any loss, damage, or reduction in trade in value to its returned or trade-in cars beyond ordinary wear and tear due to normal use. Any cars not in good operating condition or damaged will be reduced in trade-in value accordingly. The returned cars must meet the following conditions:

All cars must be free of all liens and encumbrances. All cars must be capable of running at least 9 holes of golf. All cars must be the same quantity and year model as originally evaluated. All cars must be clean, and free of trash, scorecards, pencils, tees, etc. All cars must have a working charger. All cars must have four serviceable tires that retain proper air pressure. All cars must steer properly in all directions. All batteries must be free of corrosion and properly filled with water.

The City of Cocoa Beach Florida / Cocoa Beach Country Club to pay the charges at current market rates if the below conditions are found upon Club Car's inspection of the returned cars:

1. Severely damaged or missing chargers
2. Inoperable cars excluding due to Lithium Battery Pack
3. Minor damage (damage to bodies, bumpers or seats)
4. Major damage (frame damage, wrecked cars, etc.)
5. Cars deemed unrepairable-total loss
6. Dead or non-working battery pack or powertrain

CUSTOMER: _____

Club Car/Dealer: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



Credit Application

To protect the privacy of certain information, please return the completed application to Customer Finance or Customer Service.

Company Information

Legal Name		DBA	
Contact Name	Email	Company Phone	
Billing Address	City	State	Zip
Shipping Address	City	State	Zip
Type of Ownership ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Limited Liability Company ☐ Municipality ☐ Non-profit			
Federal ID # _____		*International Only* VAT # _____	
Please attach a copy of resale/tax-exempt certificate if applicable.			
Ownership / Business Information			
Owner/Officer Name	% Held	Title	Email
Home Address	City	State	Zip
Owner/Officer Name	% Held	Title	Email
Home Address	City	State	Zip
Owner/Officer Name	% Held	Title	Email
Home Address	City	State	Zip
Financial Officer Name	Phone Number	Email	Estimated Club Car Credit Limit \$
Accounts Payable Name	Phone number	Email	*Prospective Dealers Only* Estimated Floorplan Credit Limit \$
Email Address for Invoice Delivery (if different than Accounts Payable email)			
Date Business Started		Parent Company	
Additional Location Address			

Trade References: Three Required

Name	Contact Telephone	Email
Address	City	State
Name	Contact Telephone	Email
Address	City	State
Name	Contact Telephone	Email
Address	City	State

Bank Reference and Release

Name of Bank	Contact Telephone	Email
Address	City	State
Checking Account No.	Loans ☐ Yes ☐ No	Line of Credit ☐ Yes ☐ No
By signing this Credit Application, we hereby authorize the above-named bank and trade creditors to release credit information concerning our company and account shown above to be used exclusively for the purpose of credit evaluation. All information given will be held confidential. Applicant(s) signature attests to the financial responsibility, ability, and willingness to pay invoices in accordance with terms of sale from date of Invoice. The above information is for credit and financial responsibility. We further authorize Club Car, LLC and any such bureau or agency to obtain additional credit reports on us from time to time in connection with the extension or continuation of such business credit. This shall also be a continuing authorization for all present and future disclosures of account information and credit experience on applicant made by Club Car or its business partners. BY SIGNING BELOW, THE PERSON(S) EXECUTING THIS DOCUMENT ACKNOWLEDGE THEY HAVE READ OUR TERMS AND CONDITIONS OF CREDIT (Schedule A).		
Signature (Owner/Officer)	Date	Signature (Owner/Officer)
Printed Name	Title	Printed Name
Club Car Sales Representative Name		

Rev 2. 1/1/2014



TERMS AND CONDITIONS OF CREDIT

1. PAYMENT

- a. Any payment received from the buyer, whose signature appears on the credit application ("Buyer"), by Club Car, LLC ("Seller") may be applied by Seller against any obligation owing by Buyer to Seller, regardless of any statement appearing on or referring to such payment, without discharging Buyer's liability for any additional amounts owing by Buyer to Seller. The acceptance by Seller of such payment shall not constitute a waiver of Seller's right to pursue any remaining balance.
- b. On any invoice not paid when due, Buyer shall pay a late charge from the due date to the date of actual payment at the rate of 12% per annum (or such lower rate as may be the maximum permitted by law. In the event that Seller shall, inadvertently or otherwise, charge Buyer a higher rate than permitted by applicable law, Seller shall make such refund to Buyer as law requires, which refund shall constitute liquidated damages for such unlawful charges.). Should Buyer fail to make any payment required hereunder, Seller may, without notice, declare all obligations of Buyer to Seller ("Obligations") immediately due and payable, whether or not such late charges are included in any statement of account rendered by Seller to Buyer.
- c. Should any dispute arise with respect to any goods delivered by Seller to Buyer, Buyer shall nevertheless pay all invoices covering goods not in dispute, without setoff, defense or counter-claim.
- d. Buyer irrevocably agrees that it will not, without Seller's prior written consent in each instance, tender any payments for less than the full amount of the invoices to which said payment applies ("Partial Payments"). Any Partial Payments tendered by or for the account of Buyer shall not extinguish or otherwise affect any unpaid portion of the subject invoices, despite any notation on or accompanying said payment such as "in full payment", "in full satisfaction", or words of similar effect.
- e. In the event that either Buyer or Seller finds it necessary to retain counsel in connection with the negotiation, workout, extension, modification, enforcement, or collection of any contract between them, Buyer shall pay the attorney's fees and expenses of Seller.
- f. Buyer and agent (as defined below) represent that all checks issued to Seller will be honored by the drawee bank, and that no checks will be so issued unless Buyer then has funds on deposit in an amount sufficient to cover all checks issued by Buyer. Buyer, as will the Agent, acknowledges that this representation will be materially relied upon by Seller in extending credit to Buyer.
- g. Buyer agrees to reimburse Seller for all costs and expenses, including attorneys' fees, which Seller incurs in enforcing any judgment rendered in connection with this Agreement. This provision is severable from all other provisions hereof and shall survive, and not be deemed merged into, any such judgment.
- h. The credit extensions made by Seller shall be evidenced by one or more accounts or records maintained by the Seller in the ordinary course of business. The accounts or records maintained by the Seller shall be conclusive absent manifest error of the amount of the Obligations and the interest and payments thereon. Any failure to so record or any error in doing so shall not, however, limit or otherwise affect the obligation of the Buyer to pay any amount owing with respect to the Obligations.

2. SALE OF BUSINESS

Buyer will not sell all or a substantial portion of its assets to another entity (the "Successor") without the prior written consent of the Seller. In the event that Buyer does not provide such notice to Seller and the business previously conducted by Buyer is or may be continued by the Successor, Buyer shall be liable for and shall pay on demand the amount of all accounts receivable due by Successor to Seller arising from the date of such sale of assets to the date Seller learns of such asset sale.

3. BUYER'S RECEIPT OF GOODS WHILE INSOLVENT

In the event that Buyer receives any goods from Seller while Buyer is insolvent (as such terms is used in §2-702 of the Uniform Commercial Code), this writing and the invoices received from Seller relating to such goods shall constitute Seller's demand for reclamation of such goods.

4. WITHDRAWAL OF CREDIT APPROVAL

Seller reserves the right before shipment of any goods ordered by Buyer from Seller, to require that all or a portion of the purchase price relating thereto be paid to Seller, in good funds, prior to shipment.

5. MATERIAL ADVERSE CHANGE IN BUYER'S FINANCIAL CONDITION

Notwithstanding the stated due date of any obligations, all Obligations shall become immediately due and payable, without notice, in the event that Seller determines there to have been a material adverse change in the financial condition or business affairs of the Buyer so that in Seller's reasonable judgment Buyer's ability to pay the Obligations has become impaired.

6. VERIFICATION OF CREDIT REFERENCES

Seller is authorized to contact any credit references provided by Buyer, and to disclose any information reasonably necessary to determine Buyer's credit worthiness. Seller is also authorized to obtain personal credit reports on any partner, principal, officer, or potential guarantor in determining Buyer's creditworthiness. Seller may also disclose any information concerning its relationship with Buyer which is requested by anyone identifying themselves as an existing or potential creditor of Buyer.

7. OBLIGATIONS OF BUYER

By signing the credit application the Buyer acknowledges that:

- a. Buyer has read and agrees to be bound by these terms and conditions, and they will govern and apply to all transactions between Buyer and Seller, unless specifically modified by a writing signed by Seller;
- b. All statements set forth herein are true and correct, and such statements will be materially relied upon by Seller in extending credit to the Buyer; and
- c. Buyer shall provide Seller with year-end financial statements annually or when requested by Seller to determine credit worthiness.

8. EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided that the applicant has the capacity to enter into a binding contract), because of all or part of the applicant's income derives from any public assistance programs, or because the applicant has in good faith exercised any right under the Consumer Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Washington, D.C.

9. DISCLOSURE OF BUYER'S RIGHT TO A STATEMENT OF SPECIFIC REASONS FOR ACTION

If this application is not approved in full or if any other adverse action is taken with respect to Buyer's credit, Buyer has the right to request within 60 days of Seller's notification of such adverse action, a statement of specific reasons for such action, which statement will be provided within 30 days of said request.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

6 City, state, and ZIP code

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

LEASE AGREEMENT (Golf Equipment – Municipal Entities – FL ONLY)

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number:
--	-------------------------

TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Lessee identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50131 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name:			
	Mailing Address	City	State	Zip

SUPPLIER	Name:	
	Address:	
	Phone:	

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

Commencing on: ☐ OR ☐ the 1st day of the month immediately following Borrower's signature on the Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

The Initial Term ("Term") shall be months from the Commencement Date.

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: ☐ OR ☐ the Commencement Date.

Each payment thereafter will be due:

☐ on the 1st day of the month or ☐ as indicated below.

Number of Payments:	Payment Amount:	Payment Frequency: ☐ Monthly ☐ Quarterly; or On the following day(s)
Use tax per Payment (estimated):	Total Payment Amount with Sales/ Use Taxes (estimated):	
Security Deposit:		

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates \$0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time to time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Your obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.

INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay any property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. You agree to furnish Us with satisfactory evidence of Your tax exemption.

DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% per month from the due date until paid or \$1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returned or rejected for insufficient funds or any other reason, You shall pay to Us a fee of \$25.00 or such other amount established by Us from time to time not to exceed the maximum amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payment amount.

TERMS AND CONDITIONS

1. Lease. We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.

DLL 4833-4 (10/17) For municipal golf leases in FL ONLY

2. Term. Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however*, that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have continued this Lease for the next Renewal Term unless You shall have terminated this Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on the Payment Schedule until the balance of the Payments and any additional Payments or expenses chargeable to You are paid in full. Payment amounts and other amounts required to be paid under this Lease shall be referred to in this lease as "Payments." Unless otherwise indicated in the Payment schedule provided above, the first Payment under this Lease is due when this Lease is signed by You and the remaining Payments will be due on the first day of each subsequent month through the expiration of the Term. You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and filing fees incurred by Us in connection with this Lease upon demand by Us. EXCEPT AS PROVIDED IN SECTION 3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. Non-Appropriation of Funds. Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience. Upon return of the Equipment to Us, We shall use Our best efforts to lease or sell the Equipment upon such terms as We in Our reasonable judgment deems prudent. We shall apply the net proceeds of that sale or lease in the following manner: (i) first, to reimburse Us for all costs associated with the taking, removing, holding, repairing and leasing or selling of the Equipment; (ii) second, to pay to Us an amount equal to the Purchase Price for the Equipment at the time of the termination of this Lease; (iii) third, to pay to Us the amount necessary to satisfy Your remaining obligations under this Lease; and (iv) fourth, to remit any amounts thereafter remaining to You. No deficiency will be allowed against You.

4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES. You agree to accept each item of Equipment in its as-is condition when delivered and to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of

unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. Use, Maintenance and Return of Equipment. So long as You are not in Default under this Agreement, We agree not to interfere with Your right of quiet enjoyment and use of the Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into any Equipment shall become Our property. Should this Lease be terminated prior to the expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of this prorated unit total. We may, at any reasonable time, access the premises where the Equipment is located so that We may inspect the Equipment's existence, location, installation, condition and/or maintenance.

6. Risk of Use, Damage and Destruction. You assume all risk arising from the possession and operation of the Equipment and agree to defend and indemnify Us and hold Us harmless from all claims, demands, damages and losses, including reasonable attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction or other total loss with respect to any item of Equipment (each item of Equipment singularly referred to herein as the "machine") during the Term or any extension thereof, You shall provide Us prompt written notice. In the event of damage thereto from any cause which in Our judgment cannot be economically repaired, or in the event of the loss of the machine, its theft, or removal from Your possession by the operation of law or otherwise, then, but only with respect to that machine, this Lease shall terminate and You shall immediately pay to Us, only with respect to that machine, the sum of all past due and future Payments for the then-current Term and interest thereon, Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, plus the residual value associated with such machine, all as indicated in Our books and records. In the event the Lease covers two or more items of equipment, the Payment allocation shall be based on the pro-rata relationship of the Minimum Equipment Insurance Amount Required, as shown in this Lease, to the total Payments.

The Payments due under this Lease on the remaining items of equipment following such termination shall be reduced by the unpaid balance of the Payments allocable to the lost piece of equipment as set forth above. The amount of any insurance proceeds received by Us because of such destruction or event, and the amount received by Us upon the disposition of the machine should it be recovered, shall be deducted (i) first, from the residual value of such machine as indicated in Our books and records (the "Residual Value"), and (ii) second, from the Payments, any excess amount over the Residual Value. In the event of damage to any machine, which damage in Our judgment can be economically repaired, then this Lease shall not be terminated with respect to the machine, but rather the machine shall be restored to its original condition by You, at Your expense. We shall apply the amount of any insurance proceeds received by Us because of such damage first to the repair of the machine and any excess amount of insurance proceeds shall be credited to the Payments.

7. Insurance. You shall purchase and maintain, at Your expense: (a) standard all risk type property damage insurance (covering theft, destruction and/or damage) for the Equipment's full replacement value and in no event less than the Minimum Equipment Insurance Amount Required (as indicated on the Equipment Schedule) with a maximum deductible equal to the greater of \$500.00 or five percent (5.0%) of the adjusted loss; (b) liability insurance in an amount of at least one million dollars (\$1,000,000) (five million dollars (\$5,000,000) if the Equipment or any single machine is deemed a "motor vehicle" under applicable law in the state where You are located) that protects You and Us against the risk of personal injury and physical damage (to property other than the Equipment itself) arising out of or resulting from or because of the operation of the Equipment; and (c) workers' compensation coverage as required by the laws of the state in which You are located. All insurance required herein must be in a form and from an insurer satisfactory to Us and You shall keep such insurance in effect during the Full Lease Term. Evidence of all such insurance shall be provided to Us and such insurance shall provide Us with 10 days advance notice of modification or cancellation and name Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We may (but shall not be obligated to) purchase or otherwise provide such insurance from an insurer of Our choice, which may be an affiliate of Ours. The costs, limits, terms, conditions and coverage of such replacement insurance, if any, may vary from any previous coverage. We may add the costs of acquiring and maintaining such insurance and Our fees for Our services in placing and maintaining such insurance (collectively "Insurance Charge") to the Payments and You agree to pay such amount, together with interest thereon at a rate per month of 1.75% from the date such insurance was purchased or provided by Us until paid. You agree that such Insurance Charge and additional amounts and the interest thereon shall, as specified by Us, either be paid on demand or be added to the Payments and You promise to pay the resulting increase in the Payments and agree that We may make a profit. We shall have no responsibility to You for the cost or appropriateness of the premium for any insurance, the creditworthiness of any insurance company, the rebate or refund of any insurance premium to which You may be entitled or any other matter relating to any insurance even if any insurance was provided through a group policy arranged by Us. Nothing in this Lease will create an insurance relationship of any type between Us and/or any person or party. **Insurance coverage for personal liability or physical damage caused to the property of others is not provided.**

8. UCC Filings; Article 2A Provisions; Finance Lease Status. We are the owner of and will hold title to the Equipment under this Lease. Although the Equipment may become attached to real estate, it is and will remain personal property and will not become a fixture. If this Lease is deemed to be a security agreement, You grant us a security interest in the Equipment, whether categorized as inventory, goods or otherwise, under the Uniform Commercial Code ("UCC"), as collateral to secure payment of all of Your present and future obligations owed to Us including without limitation, Your Payments and We shall be entitled to all rights of a secured party under the applicable UCC with respect thereto. You authorize Us to prepare and file against You a financing statement (not to attach this Agreement) describing the Equipment. You hereby authorize, ratify and approve any financing statement covering Equipment filed by Us on or prior to the date hereof. The parties intend this Lease to be a true lease and the filing of a financing statement shall not be construed as evidence to the contrary. You agree Article 2A- Leases of the UCC applies to this Lease, and this Lease will be considered a "Finance Lease" as that term is defined in Article 2A. By signing this Lease, You acknowledge and agree that the Supplier identified in the Lease is the supplier (as that term is defined in Article 2A of the UCC) of the Equipment and that You Have been informed that You are entitled to the promises and warranties provided by the manufacturer, dealer, vendor or other person supplying the Equipment in connection with the contract by which We acquired the Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier, dealer or vendor of the Equipment for a description of any rights or warranties that You may be entitled to under the Supply Contract. With respect to this Lease, TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that

all trade-in property is free and clear of all security interests, liens and encumbrances.

9. Assignment / Sub-Lease. You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. Default. Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. Remedies. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law. We and You agree that there is no intention to create under this Lease a right of Us to dispossess You involuntarily of the legal title to or the right of use of the Equipment. We hereby irrevocably waives any right to specific performance of Your covenant to transfer legal title and return of possession of the Equipment to Us.

12. Renewal. Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms),** each Renewal Month Term will commence immediately upon the expiration of the then current term and **(b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.**

13. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. Representations, Warranties and Covenants. You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are located; (b) You are authorized under the constitution and laws of said state to enter into this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regularly convened and attended throughout by requisite majority of the members thereof or by other appropriate official approval; (d) this Lease constitutes Your legal, valid and binding obligation enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (e) no event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists at the Commencement Date; (f) You have in accordance with the requirements of lawfully budgeted and appropriated sufficient funds for the current fiscal year to make the Payments scheduled to come due during the Original Term and to meet Your other obligations for the Original Term and such funds have not been extended for other purposes; (g) You will do or cause to be done all things necessary to preserve and keep in full force and effect Your existence as a corporate and body politic; (h) You have complied with such public bidding requirements as may be applicable to this Lease and Your acquisition of the Equipment hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting You or this Lease, nor to the best of Your knowledge is there any basis therefore wherein an unfavorable decision ruling or finding would materially adversely affect the transactions contemplated by this Lease or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Lease or materially adversely affect Your financial condition or properties; (j) You have obtained all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery of this Lease or in connection with the performance of Your obligations hereunder; (k) the entering into and performance of this Lease or any other document or agreement contemplated hereby to which the You are or are to be a party will not violate any judgment, order, law or regulation applicable to You or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest of other encumbrance on any of Your assets or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which You are a party or by which You or Your assets may be bound, except as herein provided; (l) the Equipment described in this Lease is essential to Your function or to the services You provide to Your citizens, You have an immediate need for, and expect to make immediate use of, substantially all of the Equipment, which need is not temporary or expected to diminish in the foreseeable future and the Equipment will be used by You only for the purpose of performing one or more of Your governmental or proprietary functions consistent with the permissible scope of Your authority and will not be used in the trade or business of any other entity or person; (m) You have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement. Your representations, warranties and covenants shall survive beyond the Full Lease Term and the termination of this Lease.

15. Choice of Law and Jurisdiction; Waiver of Jury Trial. The law of the state of Your address shown on the front page hereof shall govern all matters relating to this Lease. This Lease shall not be enforceable by You until signed by Us in our Johnston, Iowa offices. **To the extent permitted by applicable law, You also waive Your right to a trial by jury.**

16. Waivers. You acknowledge receipt of an executed copy of this Lease. Where permitted by law, You waive Your right to receive a copy of any financing statement, financing change statement, verification statement or other similar instrument filed or issued at any time in respect of this Lease or any amendment hereof. To the extent permitted by law, You, being fully aware of the rights and benefits afforded to You by statute, hereby waive the benefits of all provisions of any applicable statute, including, without limitation, any statute relating to leases, conditional sales, or regulatory credit, and of any regulations made thereunder in any and all states of the United States, which would, in any manner, affect, restrict or limit Our rights hereunder. You also waive and assign to Us the right of any statutory exemption from execution or otherwise and further waive any rights to demand security for costs in the event of litigation.

17. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, this Lease is entered into on the assumption that We are the owner of the Equipment for income tax purposes and are entitled to certain federal and state tax benefits available to an owner of the equipment (collectively "Tax Benefits"), including without limitation, accelerated cost recovery deductions and deductions for interest incurred by the Lessor to finance the purchase of the Equipment, available under the Internal Revenue Code of 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) the Equipment will be used for a governmental or proprietary purpose; (b) You are a tax-exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipment solely within the United States; and (d) You will take no position inconsistent with the assumption that We are the owner of the Equipment for any tax purposes. You and Us contemplate that the Equipment will be exempt from all Taxes. If, however, because of any of Your acts or omissions or any party acting through You, or the breach or inaccuracy of any representation, warranty or covenant made by You, We reasonably determine that we cannot claim, are not allowed to claim, or that we may lose or must recapture any or all of the Tax Benefits otherwise available with respect to the Equipment subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us an amount sufficient to provide Us the same after-tax rate of return and aggregate after-tax cash flow through the end of the term of such Lease then in effect that We would have realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harmless from and against all present and future taxes and other governmental charges, including, without limitation, those for sales, use, leasing and stamp taxes, license and registration fees, and amounts in lieu of such taxes and charges plus any penalties or interest on any of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied upon, assessed in connection with, or as a result of the purchase, ownership, delivery, leasing, possession or use of the Equipment, or based upon or measured by the Payments or receipts with respect to this Lease. If You do not pay any of the Taxes, We have the right, but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measured by such Payment. We do not have to contest any Taxes, fines or penalties. We will file all personal property, use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. Financial and Credit Information; Communication Methods. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain

Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

20. Facsimile. This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. Miscellaneous. You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the terms of this Lease must be in a written agreement identified as an amendment and signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such information reflected in this Lease and/or the Equipment Schedule and correct any other patent errors or omissions in the description of any item of Equipment reflected in the Equipment Schedule, to supply information missing from this Lease or the Equipment Schedule and to correct any obvious errors in this Lease or in the Equipment Schedule.** Without limiting the foregoing, You agree we may insert the date and Number of this Lease after Your execution of the Lease. If We delay or fail to enforce any of Our rights under this Lease, We will still be entitled to enforce those rights at a later time and such rights shall not be waived. Any waiver by Us of any breach or default will not constitute a waiver by Us of any additional or subsequent breach of default nor shall it be a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to the terms and conditions of this Lease must be in writing and signed by Us. All notices shall be given in writing by the party sending the notice and shall be effective when (a) deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overnight courier of national reputation, in either case, addressed to the party receiving the notice at the address shown on the front of this Lease (or to any other address specified by that party in writing). All of Our rights and indemnities will survive the termination of this Lease. Our rights, privileges and

indemnities, to the extent they are fairly attributable to events or conditions occurring or existing during the Term of this Lease, shall survive and be enforceable by Us and Our successors and assignees. Payments received may be applied at Our discretion to obligations hereunder or to any other indebtedness owed by You to Us despite directions, if any, appearing on the remittance or communicated to Us otherwise, and to late charges first and then to the amount owing. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Payments in inverse order of maturity, and any remaining excess will be refunded to You. If You do not perform any or all of Your obligations under this Lease, We have the right, but not the obligation, to take any action or pay any amounts We believe are necessary to protect Our interest. You agree to reimburse Us immediately upon Our demand for any such amounts We pay. In the event any provision of this Lease shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto agree such provision shall be ineffective and the remaining provisions of this Lease shall remain in full force if the essential provisions of this Lease for each party remain valid, legal, and enforceable. Any provision of this Lease which is, for any reason, unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. This Lease and Equipment Schedule shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns. You shall promptly execute and deliver to Us such further documents and take such further action as We may request to more effectively carry out the intent and purpose of this Lease and the Equipment Schedule. Words importing the singular include the plural and vice versa and words importing gender include all genders. If more than one lessee has signed this Lease, each of You agree Your liability is joint and several. Restrictive or similar endorsements contained on or provided in connection with any Payment You make shall not be binding on Us. Time is of the essence under this Lease.

22. Rental Payments to Constitute a Current Expense of You. Your obligation to pay Payments hereunder shall constitute a current expense of You payable from sources other than ad valorem taxes and does not constitute a mandatory payment obligation of You in any fiscal year beyond the then current fiscal year of You. Your obligations hereunder shall not in any way be construed to be a debt of You in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by You, nor shall anything contained herein constitute a pledge of the ad valorem tax revenues, funds or moneys of You. We and You further understand that the use of the ad valorem taxing power to make Payments cannot be compelled.

IF YOU ARE A COUNTY, You represent and covenant that (a) if the Maximum Lease Term is greater than five years, Payments will be payable from sources other than ad valorem taxes, and (b) You represent and covenant that this Lease has been, or will be, approved by Your Board of County Commissioners prior to the Commencement Date.

BY SIGNING THIS AGREEMENT AND EACH SCHEDULE: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF THIS AGREEMENT AND EACH SCHEDULE (II) YOU AGREE THAT EACH SCHEDULE THAT IS A LEASE IS A NET LEASE THAT, WITH RESPECT TO EACH SCHEDULE, YOU CANNOT TERMINATE OR CANCEL, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER EACH SCHEDULE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS AGREEMENT AND EACH SCHEDULE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HAVE DECIDED TO ENTER INTO THIS AGREEMENT AND EACH SCHEDULE THAT IS A LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS AGREEMENT AND EACH SCHEDULE WILL BE GOVERNED BY THE LAWS OF THE STATE OF IOWA AND YOU CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS WITHIN POLK COUNTY, IOWA AND EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

LESSEE SIGNATURE				LESSOR SIGNATURE	DLL Finance LLC, At: 8001 Birchwood Court, Johnston, IA 50131		
	Lessee						
	Authorized Signature				Authorized Signature		
	Print Name	Title	Date		Print Name & Title	Date	

Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE			
	Lessee		
	Authorized Signature		
	Print Name	Title	Date



Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
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The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. (the "Lease") and further certifies that:

- (i) the Equipment has been delivered to and has been received by Lessee;
- (ii) all installation or other work necessary prior to the use thereof has been completed;
- (iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
- (iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

LESSEE SIGNATURE	
	Lessee 
	Authorized Signature 
	Print Name Title Date

Maintenance Agreement (Golf Cars)

Lease Case ID:	Lessor: DLL Finance LLC
Lessee:	
Date:	

This Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease agreement between Lessee and DLL Finance LLC as further identified above (the "Lease Agreement") and each Lease entered into pursuant to the Lease Agreement. All capitalized terms shall have the meanings ascribed to them in the Lease Agreement. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. RETURN OF EQUIPMENT. Notwithstanding anything to the contrary contained in the Lease Agreement and/or the Lease and in addition to the terms and conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described in each Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and with respect to each item of Equipment, as applicable, the following must be true:

- (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
- (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowl damage.
- (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or were subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. Upon request of Lessor, all maintenance records and manuals related to the Equipment shall be provided by Lessee to Lessor.
- (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
- (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
- (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
- (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate power to operate the equipment.
- (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or bent.
- (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
- (J) All Equipment must have a relatively clean appearance.
- (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenance as detailed in customer operating/maintenance manual furnished with each item of equipment.
- (L) All Equipment shall be free from structural damages and/or bent frames.
- (M) All Equipment attachments, if any, must be in good condition.

2. RETURN PERFORMANCE. Each item of Equipment must be able to complete the following tests:

- (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
- (B) Steer normally both right and left in both forward and reverse.
- (C) Have all functions and controls work in normal manner.
- (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
- (E) Operates without leaking any fluids.
- (F) Perform its designed functions in a satisfactory manner.

Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than \$100, Lessor will not bill Lessee.

3. REPAIRS / REQUIRED PURCHASE. If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, or if Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Lessor's election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or non-performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due under the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. MISCELLANEOUS. Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

LESSEE	Lessee's Name:		LESSOR	Accepted by DLL Finance LLC in Johnston, Iowa	
	Signature			Signature	
	Print Name	Title		Print Name	Title

**LEASE AGREEMENT SUPPLEMENT –
PROPERTY TAX ACKNOWLEDGEMENT**

Name of Lessee:	(the "Lessee")
Date of Lease Agreement:	(the "Lease")

In order to induce DLL Finance LLC ("Lessor") to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee's behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor's emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee's facsimile signature shall be considered binding as an original.

Dated this _____ day of _____, 2016.

LESSEE SIGNATURE	
	Lessee
	Authorized Signature
	
	Print Name Title Date

**LEASE AGREEMENT
SUPPLEMENT – OPINION OF COUNSEL**

Name of Lessee:	(the "Lessee")
Lease Agreement Number:	(the "Agreement")

In order to induce DLL Finance LLC ("Lessor") to enter into the Agreement pursuant to which the Equipment will be financed or leased to Lessee, the undersign represents the following:

As legal counsel of Lessee, I have examined (a) the Agreement and the corresponding documentation, which, among other things, provide for the financing or lease of the Equipment to Lessee; (b) an executed counterpart of the ordinance or resolution of Lessee which, among other things, authorizes Lessee to execute the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions.

Based on the foregoing, I am of the following opinions: (a) Lessee is a public body corporate and politic, duly organized and existing under the laws of the State of _____, and has substantial amount of one or more of the following sovereign powers (1) the power of eminent domain, and (2) police power; (b) Lessee has the requisite power and authority to purchase or lease the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement; (c) the representative(s) of Lessee executing the Agreement has been duly authorized to do so; (d) the Agreement and the other documents either attached thereto or required therein have been duly authorized, approved and executed by and on behalf of Lessee and the Agreement is a valid and binding obligation of Lessee enforceable in accordance with its terms; (e) the authorization, approval and execution of the Agreement and all other documentation relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all applicable state and federal laws; (f) if applicable, a contract was properly awarded to the Supplier and there is no pending or threatened protest of such award or Lessee's compliance with public bidding laws; and (g) there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the security interest of Lessor or its assigns, as the case may be, in the Equipment.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this opinion.

Dated this _____ day of _____, 20__.

Sincerely,

Print Name: _____
Admitted to Practice Law in the State _____
Address: _____

Telephone: _____



AUTHORIZATION FOR AUTOMATIC PAYMENTS (ACH DEBIT) AND PAPERLESS INVOICING

Please follow the simple instructions in this form to set up Automatic Payment, Paperless Invoicing, or both. Ensure you complete both the "Automatic Withdrawal" and "Paperless Invoicing" sections to take advantage of both time-saving features. Please call Customer Service at (800) 355-5024 if you have any questions.

You can fill out and submit this form online and avoid the need for a voided check by visiting <http://bit.ly/dllach2>

Contract Number (If Known):

Customer Name: _____

Customer Address: _____

Customer Phone Number: _____

Automatic Payments

Bank Account Holder(s): _____

Bank Name: _____

Bank Address/ Branch Location: _____

ABA Routing Number: _____

Account Number: _____

Sample check:
Your information

Pay to the order of _____

Dollars

987456123 00012345678 1234
ABA Routing No. Bank Acct. No. Check No.

This is a ☐ checking account* ☐ savings account**

**If a Checking account is identified above, please send a copy of a voided check.*

***If a Savings account is identified above, please send your bank's routing number and your savings account number on bank letterhead.*

Authorization: By signing below, I (we) hereby authorize DLL Finance LLC ("Originator") (whether acting alone or through its servicer or any agent on its behalf) to initiate withdrawals from my (our) account provided above for amounts then due under my agreements with Originator in the frequency (i.e., monthly, quarterly, etc.) as specified in my (our) agreements with Originator. I (we) understand paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by written notice from me (or either of us) to Originator.

Bank Account Holder
Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____

Bank Account Holder
Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____

Paperless Invoicing

Customer Email Address: _____

Authorization: By signing below, I hereby authorize DLL Finance LLC to email a PDF version of my invoices to me at the email address I provided above (whether acting alone or through its servicer or any agent on its behalf) when the invoice is generated. I acknowledge that paper invoices may be discontinued. This authorization will remain in full force and effect until the agreements are paid in full or this authorization is canceled by my written notice. Following receipt of your Paperless Invoicing form, our Customer Service Team will send you a confirmation letter and instructions to ensure your invoices will be received in your inbox.

Customer Signature: _____

Print Name: _____

Print Title (if applicable): _____

Date: _____



Did you sign next to the red arrows?

Please send this completed and signed form to our Customer Service team by mail, email or fax to:

Mail:	Email:	Questions? Call us:
P.O. Box 2000 Attn: ITR Johnston, IA 50131	postbookingrequests@dllgroup.com	(800) 355-5024

DLL Finance LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: _____

Customer's Name _____

Address _____ City _____ State _____ ZIP _____

RE: Agreement dated _____ with DLL Finance LLC, P.O. Box 3000, Johnston, IA 50131
as Assignee, Lender or Lessor (the "Lender").

I have entered into the above agreement under which I am responsible for providing insurance against **ALL RISKS** of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is \$_____.

EQUIPMENT				
Make	Model	Description	Hrs. of Use	Serial Number

I affirm that I will be providing my own physical damage insurance coverage through the BELOW LISTED INSURANCE AGENT.

TO DEBTOR'S INSURANCE AGENT

I hereby instruct you to add DLL Finance LLC as a payee through a Lender's Loss Payable Clause or similar clause which provides that any acts of the Customer will not void the policy as to the Loss Payee.

To my existing policy number _____ with _____
which now provides the coverage required.

Lender must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Lender.

**PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO
DLL Finance LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX 515-334-5831, CALL 800-863-3660 OR EMAIL
DSMinsurance@DLLgroup.com.**

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to Lender are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW



Insurance Agency/Agent's Name _____

Agent's E-Mail Address _____

Mailing Address / PO Box _____

Agent's Phone Number _____ Agent's Fax Number _____

City _____ State _____ Zip Code _____



PROPOSAL

Club Car Additional Documentation



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Limited Liability Company

CLUB CAR, LLC

Filing Information

Document Number M11000004368
FEI/EIN Number 13-3488925
Date Filed 08/24/2011
State DE
Status ACTIVE
Last Event LC AMENDMENT
Event Date Filed 05/05/2025
Event Effective Date NONE

Principal Address

4125 Washington Road
 Evans, GA 30809

Changed: 02/02/2026

Mailing Address

P. O. Box 204658
 Augusta, GA 30917-4658

Changed: 02/02/2026

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
 1201 HAYS STREET
 TALLAHASSEE, FL 32301

Name Changed: 05/05/2025

Address Changed: 05/05/2025

Authorized Person(s) Detail

Name & Address

Title Member

MajorDrive Holdings, LLC
360 N. Crescent Drive
South Building
Beverly Hills, CA 90210

Title Manager

Sigler, Mary Ann
360 N. Crescent Drive
South Building
Beverly Hills, CA 90210

Title P

SCANLON, CRAIG
4125 Washington Road
Evans, GA 30809

Title S

SHEETS, JAMES
4125 WASHINGTON ROAD
EVANS, GA 30809

Annual Reports

Report Year	Filed Date
2024	04/22/2024
2025	03/25/2025
2026	02/02/2026

Document Images

02/02/2026 -- ANNUAL REPORT	View image in PDF format
05/05/2025 -- CORLCRACHG	View image in PDF format
03/25/2025 -- ANNUAL REPORT	View image in PDF format
04/22/2024 -- ANNUAL REPORT	View image in PDF format
03/06/2023 -- LC Amendment	View image in PDF format
02/25/2023 -- ANNUAL REPORT	View image in PDF format
01/27/2022 -- ANNUAL REPORT	View image in PDF format
08/25/2021 -- LC Amendment	View image in PDF format
04/20/2021 -- ANNUAL REPORT	View image in PDF format
03/13/2020 -- CORLCRACHG	View image in PDF format
02/08/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
04/20/2017 -- ANNUAL REPORT	View image in PDF format
05/26/2016 -- CORLCRACHG	View image in PDF format
04/28/2016 -- ANNUAL REPORT	View image in PDF format
04/22/2015 -- ANNUAL REPORT	View image in PDF format



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
05/30/2025

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

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

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 16th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Club Car, LLC 4125 Washington Road Evans GA 30809 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: National Union Fire Ins Co of Pittsburgh</td><td>19445</td></tr><tr><td>INSURER B: AIU Insurance Company</td><td>19399</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co of Pittsburgh	19445	INSURER B: AIU Insurance Company	19399	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: National Union Fire Ins Co of Pittsburgh	19445														
INSURER B: AIU Insurance Company	19399														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 570112893306

REVISION NUMBER:

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:		014243545 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$25,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		AL 014243541 Auto-AOS AL 014243542 Auto-MA	06/01/2025	06/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION		BE033576410 SIR applies per policy terms & conditions	06/01/2025	06/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	014243543 Workers Comp-AOS 014243544 Workers Comp-WI	06/01/2025	06/01/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Club Car, Inc. 4125 Washington Road Evans GA 30809 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
--	---

Holder Identifier :

Certificate No : 570112893306

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Club Car, LLC	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☒ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) S Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 4125 Washington Road	Requester's name and address (optional)
6 City, state, and ZIP code Evans, GA 30809		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

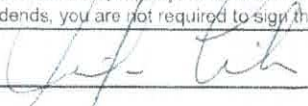
Social security number										
				-				-		
or										
Employer identification number										
1	3			-	3	4	8	8	9	2 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 1-30-26
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



CB26 009 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name: Ander Hanson

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
Club Car	4	25	20	30	19	98
E-Z-Go	5	25	20	30	17	97

Reviewer Signature: [Signature]

Date: 4/23/26 4/26



CB26 009 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name: Andrea Segarra

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
Club Car	5	24	19	26	18	92
E-Z GO	4	23	17	26	16	86

Reviewer Signature: Andrea Segarra

Date: 4/21/24



CB26 009 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name:

CAROLYN POTTER

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
CLUB CAR	5	22	20	30	15	92
E-2-GO	4	15	10	30	12	71

Reviewer Signature:

Carolyn Potter

Date:

4/23/24



CB26 009 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name: Miranda Johns

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
E-Z-GO	5	25	18	25	18	91
Club Car	5	25	20	30	20	100

Reviewer Signature: Miranda C. Johns

Date: 4/23/26



CB26 009 Golf Cart Replacement
Selection Committee evaluation form

Reviewers Name:

NICHOLAS CRONKIE

Proposal submitted by (firm name)	1. Completeness of proposal (5 points max.)	2. Strategic approach to services (25 points max.)	3. Quality control and timeliness (20 points max.)	4. Qualifications of proposer (30 points max.)	5. Pricing and fees (20 points max.)	Total
TEXTRON (EZ-GO)	3	15	10	30	10	68
Club Car	4	25	20	30	20	99

Reviewer Signature:

[Signature]

Date:

4-23-20

EMERGENCY ORDINANCE NO. 1717

AN EMERGENCY ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING ARTICLE IV, "IN GENERAL", OF CHAPTER 5, "BEACHES, FILLS AND PUBLIC WATERWAYS" OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH; MAKING A FINDING OF EMERGENCY; AMENDING SECTION 5-50 (DEFINITIONS) TO REVISE THE DEFINITION OF MOTOR VEHICLES; AMENDING SECTION 5-52, RETITLING AND REVISING SAID SECTION TO ADDRESS AUTHORIZED BEACH SIGNAGE AND RESCUE DEVICES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds that the protection of public health, safety, and welfare on the City's ocean beaches is of paramount importance; and

WHEREAS, the City Commission finds that clarity in the regulation of vehicles operating on the beach is necessary to ensure that only properly authorized vehicles are present for legitimate governmental or maintenance purposes; and

WHEREAS, the City Commission further finds that unregulated signage and unauthorized installations on the beach may create confusion in emergency situations and may interfere with the public's ability to obtain timely emergency assistance; and

WHEREAS, the City Commission desires to ensure that all emergency-related communications on beach rescue devices are clear, uniform, and limited to officially recognized emergency response systems; and

WHEREAS, the City Commission finds that immediate action is necessary to protect the public health, safety, and welfare, and therefore this ordinance is adopted as an emergency ordinance pursuant to applicable law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA:

Section 1. Legislative Intent. The above Whereas clauses are true and correct and form the legislative intent of this Emergency Ordinance.

Section 2. Finding of Emergency. The City Commission hereby finds that an emergency exists affecting the public health, safety, and welfare. Accordingly, this ordinance is adopted as an emergency ordinance under Florida law.

Section 3. Amendment to Section 5-50 and 5-52. Section 5-50, "Definitions" and Section 5-52, renamed to "Authorized beach signage and rescue devices" of "Article IV, "In General", of Chapter 5, "Beaches, Fills and Public Waterways" of the Code of Ordinances of the City of Cocoa Beach shall be amended to read as follows. (Additions are shown by underline, deletions by strikethrough. Section 5-51 is listed for context, although not amended):

Sec. 5-50. Definitions.

The following terms, as used in this article, are hereby defined to mean:

(a) *Ocean beach*: The public beach within the corporate limits of the city and lying between the top of the dune line of the beach and extending eastward to the eastern corporate limits of the city which limits are one thousand (1,000) feet east of the high-water line of the Atlantic Ocean. Also known as Ocean Beach Park.

(b) *Motor vehicles*: All motor-driven vehicles, excluding (i) vehicles owned or operated by the City, and (ii) vehicles specifically authorized in writing by the city manager, or designee, upon a determination that such vehicle is reasonably necessary for the maintenance, preservation, or governmental use of the ocean beach, excluding police cars or other vehicles owned by the city, vehicles used to service the ocean beach, and vehicles for which a permit for temporary use of a closed part of the ocean beach has been issued by the city manager.

(c) *Sea dune area*: That area of land immediately adjacent to the ocean beach consisting of accumulations of sand in ridges or mounds landward of the ocean beach often stabilized and covered by salt-resistant plants and vegetation indigenous to this formation, including but not limited to sea oats, herbs, woody vegetation, and other growth common to the beach area adjacent to the coastline, which serves as an immediate buffer to the waters of the Atlantic Ocean and onshore winds.

Sec. 5-51. Operation of motor vehicles prohibited in certain beach areas.

No person shall hereafter drive a motor vehicle on the following described parts of the ocean beach, which parts of the ocean beach are hereby declared to be closed to traffic and travel by motor vehicles, unless the approval of the city manager as herein provided has been obtained for such traffic and travel:

(a) That part of the ocean beach bounded on the North by the north corporate limits of the City of Cocoa Beach, produced east, and on the South by the south corporate limits of the city, produced east.

(b) Sea dune area.

Sec. 5-52. - Erection of traffic signs on beaches Authorized beach signage and rescue devices.

The city manager is hereby authorized to erect signs and/or barricades to delineate the parts of the ocean beach which are closed to traffic by motor vehicles.

(a) The city manager is hereby authorized to erect, and sign agreements to have erected with a maximum term of three years, signs, barricades, and official rescue devices on the ocean beach as necessary for public safety, traffic control, and emergency response.

(b) No person shall erect, install, place, maintain, or display any sign, notice, device, or structure on the ocean beach without prior written authorization from the city manager or designee.

(c) All authorized rescue devices and associated signage placed on the ocean beach shall comply with standards established by the City.

(d) No telephone number shall be displayed on any rescue device, sign, or associated equipment located on the ocean beach, except for "911."

(e) Any unauthorized sign, device, or structure placed on the ocean beach may be removed by the City without notice.

Section 4. Non-codification. It is the intent of the City Commission that the provisions of this ordinance shall not be codified as a part of the Code of Ordinances of the City of Cocoa Beach.

Section 5. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance.

Section 7. Effective Date. The City Commission hereby finds that an emergency exists affecting the public health, safety, and welfare. Accordingly, this emergency ordinance shall take effect immediately upon adoption.

Adopted by the City Commission on this _____ day of _____, 2026.

CITY OF COCOA BEACH

Keith Capizzi, Mayor

ATTEST:

Karin Grooms, City Clerk

ORDINANCE NO. 1718

AN ORDINANCE OF THE CITY OF COCOA BEACH, FLORIDA, AMENDING ARTICLE IV, "IN GENERAL", OF CHAPTER 5, "BEACHES, FILLS AND PUBLIC WATERWAYS" OF THE CODE OF ORDINANCES OF THE CITY OF COCOA BEACH; AMENDING SECTION 5-50 (DEFINITIONS) TO REVISE THE DEFINITION OF MOTOR VEHICLES; AMENDING SECTION 5-52, RETITLING AND REVISING SAID SECTION TO ADDRESS AUTHORIZED BEACH SIGNAGE AND RESCUE DEVICES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Cocoa Beach finds that the protection of public health, safety, and welfare on the City's ocean beaches is of paramount importance; and

WHEREAS, the City Commission finds that clarity in the regulation of vehicles operating on the beach is necessary to ensure that only properly authorized vehicles are present for legitimate governmental or maintenance purposes; and

WHEREAS, the City Commission further finds that unregulated signage and unauthorized installations on the beach may create confusion in emergency situations and may interfere with the public's ability to obtain timely emergency assistance; and

WHEREAS, the City Commission desires to ensure that all emergency-related communications on beach rescue devices are clear, uniform, and limited to officially recognized emergency response systems.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCOA BEACH, FLORIDA:

Section 1. Legislative Intent. The above Whereas clauses are true and correct and form the legislative intent of this Emergency Ordinance.

Section 2. Amendment to Section 5-50 and 5-52. Section 5-50, "Definitions" and Section 5-52, renamed to "Authorized beach signage and rescue devices" of "Article IV, "In General", of Chapter 5, "Beaches, Fills and Public Waterways" of the Code of Ordinances of the City of Cocoa Beach shall be amended to read as follows. (Additions are shown by underline, deletions by strikethrough. Section 5-51 is listed for context, although not amended):

Sec. 5-50. Definitions.

The following terms, as used in this article, are hereby defined to mean:

(a) *Ocean beach*: The public beach within the corporate limits of the city and lying between the top of the dune line of the beach and extending eastward to the eastern corporate limits of the city which limits are one thousand (1,000) feet east of the high-water line of the Atlantic Ocean. Also known as Ocean Beach Park.

(b) *Motor vehicles*: All motor-driven vehicles, excluding (i) vehicles owned or operated by the City, and (ii) vehicles specifically authorized in writing by the city manager, or designee, upon a determination that such vehicle is reasonably necessary for the maintenance, preservation, or governmental use of the ocean beach.~~excluding police cars or other vehicles owned by the city, vehicles used to~~

~~service the ocean beach, and vehicles for which a permit for temporary use of a closed part of the ocean beach has been issued by the city manager.~~

(c) *Sea dune area*: That area of land immediately adjacent to the ocean beach consisting of accumulations of sand in ridges or mounds landward of the ocean beach often stabilized and covered by salt-resistant plants and vegetation indigenous to this formation, including but not limited to sea oats, herbs, woody vegetation, and other growth common to the beach area adjacent to the coastline, which serves as an immediate buffer to the waters of the Atlantic Ocean and onshore winds.

Sec. 5-51. Operation of motor vehicles prohibited in certain beach areas.

No person shall hereafter drive a motor vehicle on the following described parts of the ocean beach, which parts of the ocean beach are hereby declared to be closed to traffic and travel by motor vehicles, unless the approval of the city manager as herein provided has been obtained for such traffic and travel:

(a) That part of the ocean beach bounded on the North by the north corporate limits of the City of Cocoa Beach, produced east, and on the South by the south corporate limits of the city, produced east.

(b) Sea dune area.

Sec. 5-52. - ~~Erection of traffic signs on beaches~~ Authorized beach signage and rescue devices.

~~The city manager is hereby authorized to erect signs and/or barricades to delineate the parts of the ocean beach which are closed to traffic by motor vehicles.~~

(a) The city manager is hereby authorized to erect, and sign agreements to have erected with a maximum term of three years, signs, barricades, and official rescue devices on the ocean beach as necessary for public safety, traffic control, and emergency response.

(b) No person shall erect, install, place, maintain, or display any sign, notice, device, or structure on the ocean beach without prior written authorization from the city manager or designee.

(c) All authorized rescue devices and associated signage placed on the ocean beach shall comply with standards established by the City.

(d) No telephone number shall be displayed on any rescue device, sign, or associated equipment located on the ocean beach, except for "911."

(e) Any unauthorized sign, device, or structure placed on the ocean beach may be removed by the City without notice.

Section 3. Codification. It is the intent of the City Commission that the provisions of this ordinance shall be codified as a part of the Code of Ordinances of the City of Cocoa Beach, and that the sections of this ordinance may be renumbered or relettered to accomplish such intent.

Section 4. Conflicts. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this ordinance.

Section 6. Effective Date. This ordinance shall take effect immediately upon adoption.

Adopted by the City Commission on this _____ day of _____, 2026.

CITY OF COCOA BEACH

Keith Capizzi, Mayor

ATTEST:

Karin Grooms, City Clerk