



City of Palm Coast Agenda COUNCIL WORKSHOP

City Hall
160 Lake Avenue
Palm Coast, FL 32164
www.palmcoastgov.com

Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Victor Barbosa
Council Member Ed Danko
Council Member Nick Klufas

Tuesday, February 8, 2022

9:00 AM

COMMUNITY WING

City Staff

Denise Bevan, Interim City Manager

Neysa Borkert, City Attorney

Virginia A. Smith, City Clerk

- Public Participation shall be in accordance with Section 286.0114 Florida Statutes.
- Other matters of concern may be discussed as determined by City Council.
- If you wish to obtain more information regarding the City Council's agenda, please contact the City Clerk's Office at 386-986-3713.
- In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at 386-986-3713, at least 48 hours prior to the meeting.
- City Council Meetings are streamed live on YouTube at <https://www.youtube.com/user/PalmCoastGovTV/live>.
- All pagers and cell phones are to remain OFF while City Council is in session.

A CALL TO ORDER

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

D PUBLIC PARTICIPATION

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

- (1) Each speaker shall at the podium, provide their name and may speak for up to 3 minutes.
- (2) The Public may provide comments to the City Council relative to matters not on the agenda at the times indicated in this Agenda. Following any comments from the public, there may be discussion by the City Council.
- (3) When addressing the City Council on specific, enumerated Agenda items, speakers shall:
 - (a) direct all comments to the Mayor;
 - (b) make their comments concise and to the point;
 - (c) not speak more than once on the same subject;

(d) not, by speech or otherwise, delay or interrupt the proceedings or the peace of the City Council;

(e) obey the orders of the Mayor or the City Council; and

(f) not make any irrelevant, impertinent or slanderous comments while addressing the City Council; which pursuant to Council rules, shall be considered disorderly.

(4) Any person who becomes disorderly or who fails to confine his or her comments to the identified subject or business, shall be cautioned by the Mayor and thereafter must conclude his or her remarks on the subject within the remaining designated time limit.

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

E PRESENTATIONS

1 RESOLUTION 2022-XX PIGGYBACKING THE PALM BAY CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE UTILITY RATE STUDY

2 PRESENTATION-PUBLIC WORKS MASTER PLAN UPDATE

3 RESOLUTION 2022-XX APPROVING A CONCESSION LEASE AGREEMENT WITH THE GREEN LION CAFÉ, LLC FOR FOOD AND BEVERAGE CONCESSIONS AT PALM HARBOR GOLF COURSE

4 PRESENTATION-UPDATE TO LEGISLATIVE PRIORITIES

F PUBLIC PARTICIPATION

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

G DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

H DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

I DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

J ADJOURNMENT

5 WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : February 8, 2022

Department	UTILITY	Amount	\$149,948
Item Key	13101	Account	# 54019099 034000
Subject	RESOLUTION 2022-XX PIGGYBACKING THE PALM BAY CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE UTILITY RATE STUDY		
Presenter : Steve Flanagan			
Background :			
<p>COUNCIL PRIORITY: D4- Service Delivery and Efficiency: Continue to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards.</p> <p>The City of Palm Coast will perform utility rate studies every three to five years. These studies are usually performed within this time frame to keep up with the changes that occur in the operation, growth changes, material cost changes, labor rates, equipment costs as well as maintenance and other factors. Rate studies are performed to assure that the studied entity will be sustainable over time to cover operating costs, capital improvements costs, stay within financial policies and cover debt payments with a reserve for emergencies. Much information goes into this evaluation, and ultimately, the result is derived from all the information that goes into the study.</p> <p>Based on the current economic factors changing much of how our economy functions, such as COVID impact, supply chain issues, labor shortages and the fact that our past few studies have not been of the most comprehensive nature, we are proposing a more thorough study at this time. Staff has reviewed Stantec Management Consulting in Florida and found them to be extremely knowledgeable in this field and thus the city staff recommends utilizing Stantec's services to provide the Utility Rate Study.</p> <p>City staff is recommending piggybacking the Palm Bay contract RFP 48-0-2017/SB with Stantec Consulting Services, Inc. through 07/17/2022 for the Utility Rate Study. Piggybacking existing competitively bid contracts is considered to be advantageous because we can immediately leverage the competitively awarded contract prices without the need to go out for a time-consuming formal bid, wait for the bids to come back and abstract the bids. By using this contract, we can save a significant amount of time compared to the typically lengthy process while still leveraging the best value of a competitively awarded agreement.</p> <p>The Fiscal Year 2022 Budget includes available funding appropriated by City Council for the Utility Rate Study.</p>			

SOURCE OF FUNDS WORKSHEET FY 2022

UTILITYFND OTHER CONTRACTUAL SVCS 54019099 034000	\$611,800.00
Total Expended/Encumbered to Date.....	394,100.00
Pending Work Orders/Contracts.....	
Current (WO/Contract).....	149,948.00
Balance	\$67,752.00

Recommended Action :

APPROVE RESOLUTION 2022-XX PIGGYBACKING THE PALM BAY CONTRACT WITH STANTEC CONSULTING SERVICES, INC. FOR THE UTILITY RATE STUDY



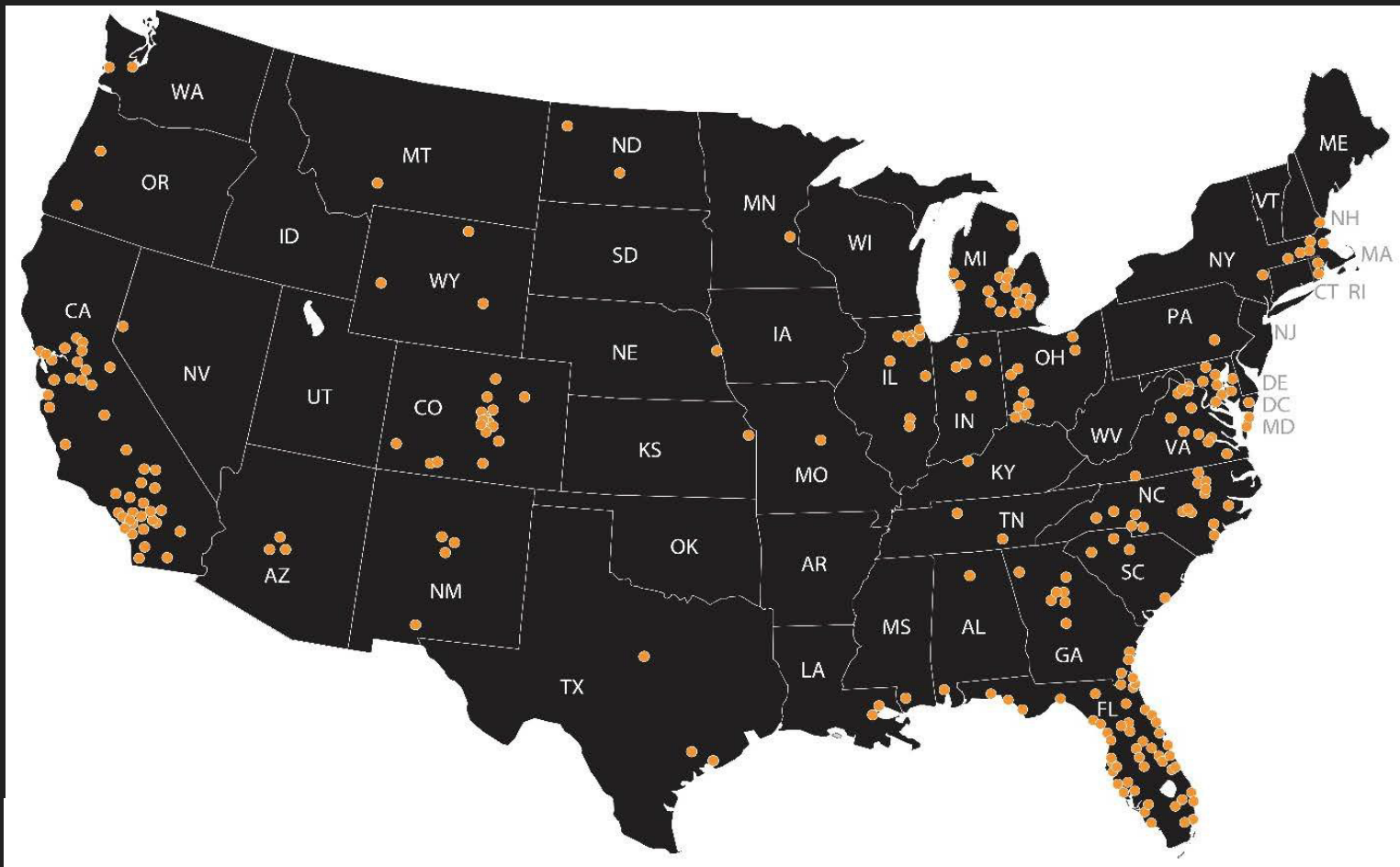
Utility Rate Study Overview

February 8, 2022

National & Local Experience of Stantec Management Consulting

>375

Communities served, accounting for 30+% of the US population!



130+

Communities served by Stantec Management Consulting in Florida

400+

Combined years of **experience**

1.5K+

Studies in the last 10 years

35+

Specialists in utility financial management

>600

Utilities in our **benchmarking** database

\$4B+

Debt supported in past five years



A Rate Study is a Series of Connected Investigations

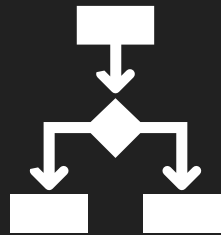
How Much?



Revenue Sufficiency

- Maintain policies & targets
- Fund system investment needs
- Achieve sustainable funding of operations

From Whom?



Defensible Allocation Methods

- Utilize industry accepted approaches
- Maintain inter and intra class proportionality
- Define correct and appropriate units of service

How to Collect?

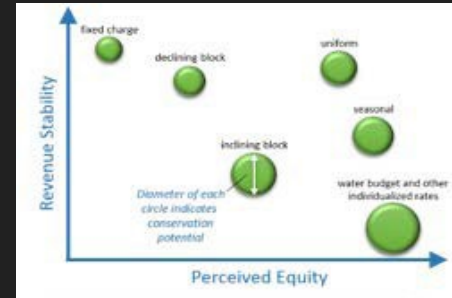
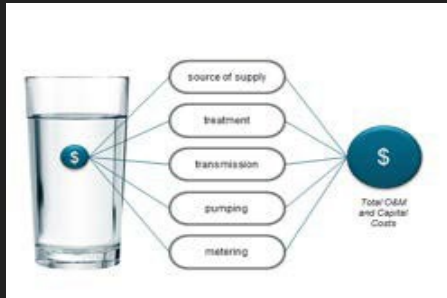


Simple & Sustainable Rates

- Collect revenue proportional to services provided
- Balance affordability and financial objectives
- Accomplish revenue stability



Best Practices to Ensure Sustainable & Equitable Rates



Revenue Requirements

- Operating Costs
- Capital Costs
- Financial Policies
 - Debt Coverage
 - Reserves

Cost Allocation

- Evaluate Available Data
- Establish Classes
- Identify Methodology
- Compare Results to Current Revenue

Rate Design

- Evaluate Objectives
- Identify Structures
- Set Parameters
- Customer Impacts

Miscellaneous & Capacity Fees

- Recover specific costs from customers
- Capture growth infrastructure cost from new units

Annually (Budget)

Update Every 3 to 5 Years Based on Changes in Costs, Usage Profiles, Development Patterns, Industry Practices, Legal Precedent, Technology, etc.

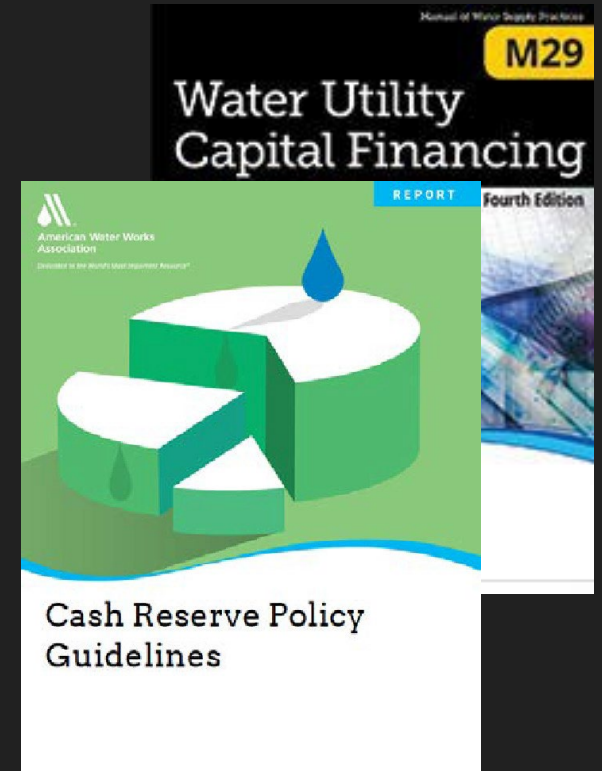


Reserve Policy Guidance in the Water Industry

The industry emphasizes the importance of reserves...

EXHIBIT 1
Municipal Utility Scorecard Factors

Broad Scorecard Factors	Factor Weighting	Subfactors	Subfactor Weighting
System Characteristics	30%	Asset Condition (Remaining Useful Life)	10%
		Service Area Wealth (Median Family Income)	12.5%
		System Size (O&M)	7.5%
Financial Strength	40%	Annual Debt Service Coverage	15%
		Days Cash on Hand	15%
		Debt to Operating Revenues	10%
Management	20%	Rate Management	10%
		Regulatory Compliance and Capital Planning	10%
Legal Provisions	10%	Rate Covenant	5%
		Debt Service Reserve Requirement	5%
Total	100%	Total	100%





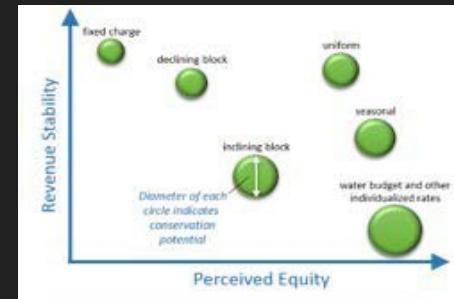
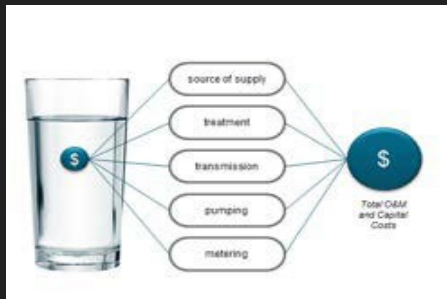
Reserve Policies Should Reflect Risks & Future Needs

Reserve Category	Description	Basis	FY 22 Reserve
Operating			
Rate Stabilization	Revenue fluctuations due to weather	10% of Rate Revenue	\$3.1M
Contingency	Allowance for emergency expenses	3% of O&M	\$0.62M
Liquidity	Cash flow requirements	60 Days of O&M	\$3.4M
Seasonality of Cash Flows	Monthly transition of low to high revenues (despite flat expenses)	\$500K (Escalating Annual)	\$0.5M
Capital			
Liquidity	Funding of CIP (prior reimbursement)	3 Months of Max Annual Debt Funded CIP	\$2.1M
Emergency/Unplanned	Reserve for unplanned R&R	5% of Gross Revenue	\$1.6M
Total Reserve (\$)			\$11.2M
Total Reserve Target	Calculated as # of days of O&M		198 days
Current Policy Target	Calculated as # of days of O&M		183 days

→ **Approximately 6 months**



Best Practices to Ensure Sustainable & Equitable Rates



Revenue Requirements

- Operating Costs
- Capital Costs
- Financial Policies
 - Debt Coverage
 - Reserves

Annually (Budget)

Cost Allocation

- Evaluate Available Data
- Establish Classes
- Identify Methodology
- Compare Results to Current Revenue

Update Every 3 to 5 Years Based on Changes in Costs, Usage Profiles, Development Patterns, Industry Practices, Legal Precedent, Technology, etc.

Rate Design

- Evaluate Objectives
- Identify Structures
- Set Parameters
- Customer Impacts

Miscellaneous & Capacity Fees

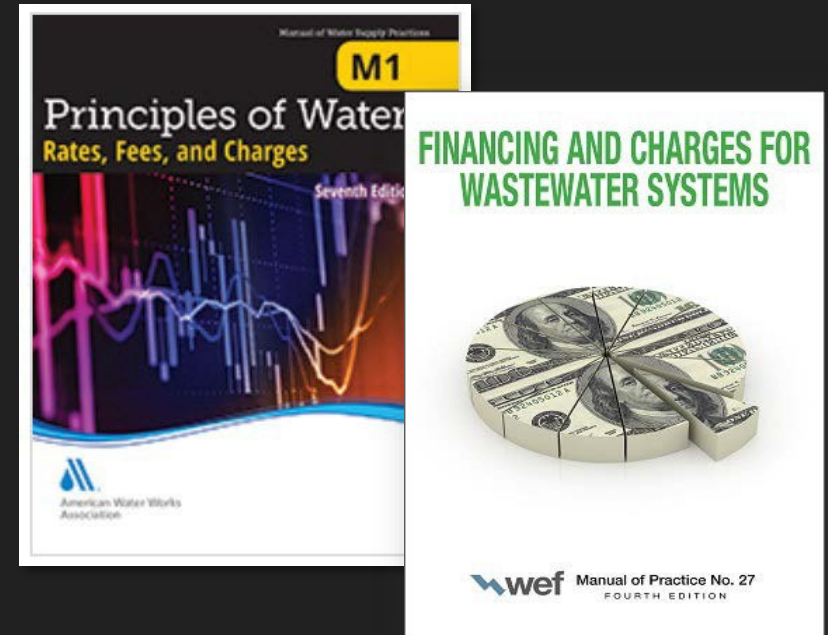
- Recover specific costs from customers
- Capture growth infrastructure cost from new units



Objectives of Cost Allocation

- Utilities are made up of different functions that drive operating and capital costs
- Customers use the system functions differently such that the costs to serve customer classes can and do vary
- Studies use estimates for customer peak demands and wastewater strengths based on available data that can be updated as better information becomes available (AMI)

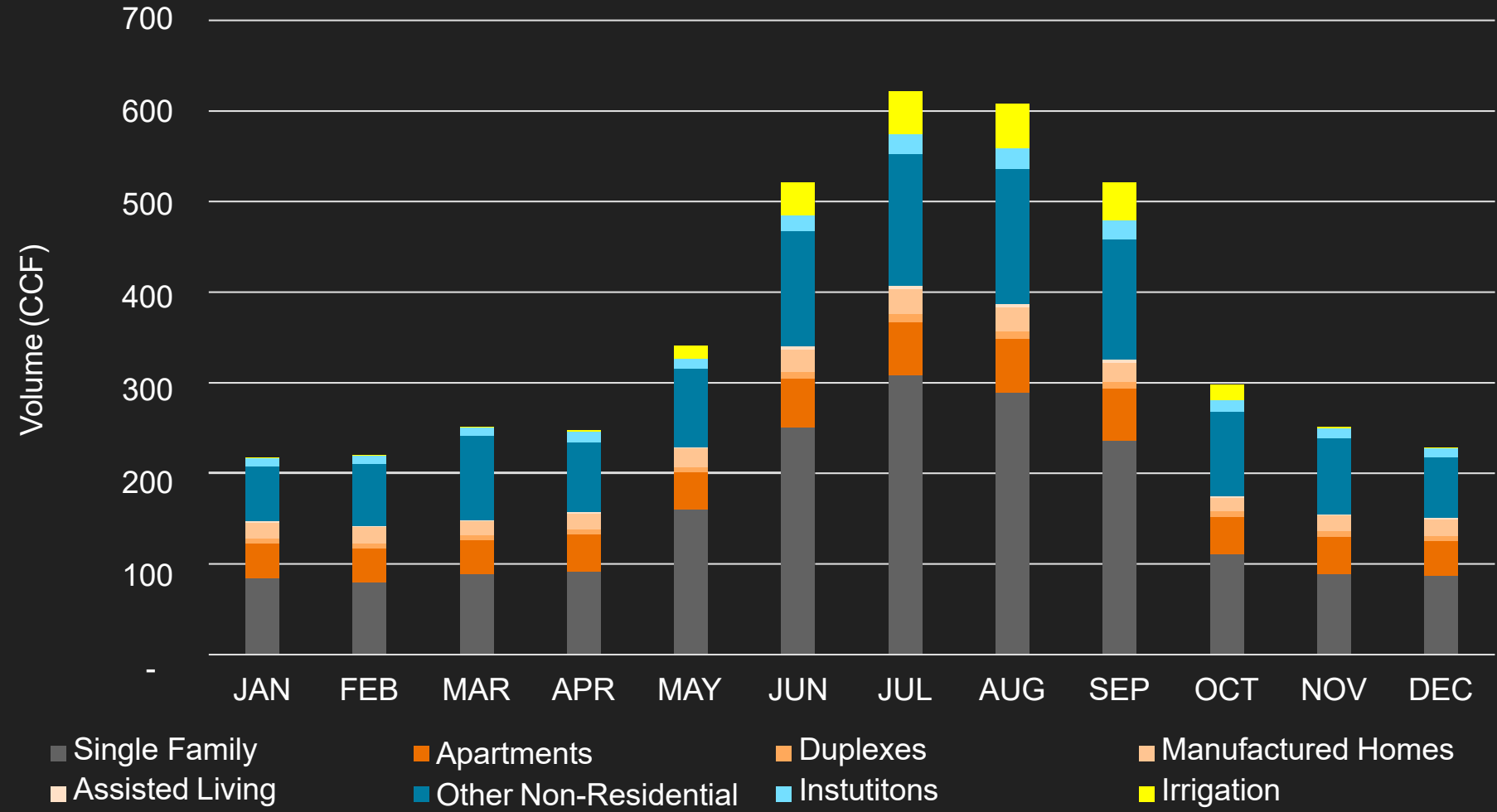
“By the book” approaches



Goal: Determine the **cost to serve each class and collect revenue from each class consistent with the proportional cost of providing service.**



Example of Monthly Water Usage By Customer Type



Customers use water differently, impacting the cost to provide service



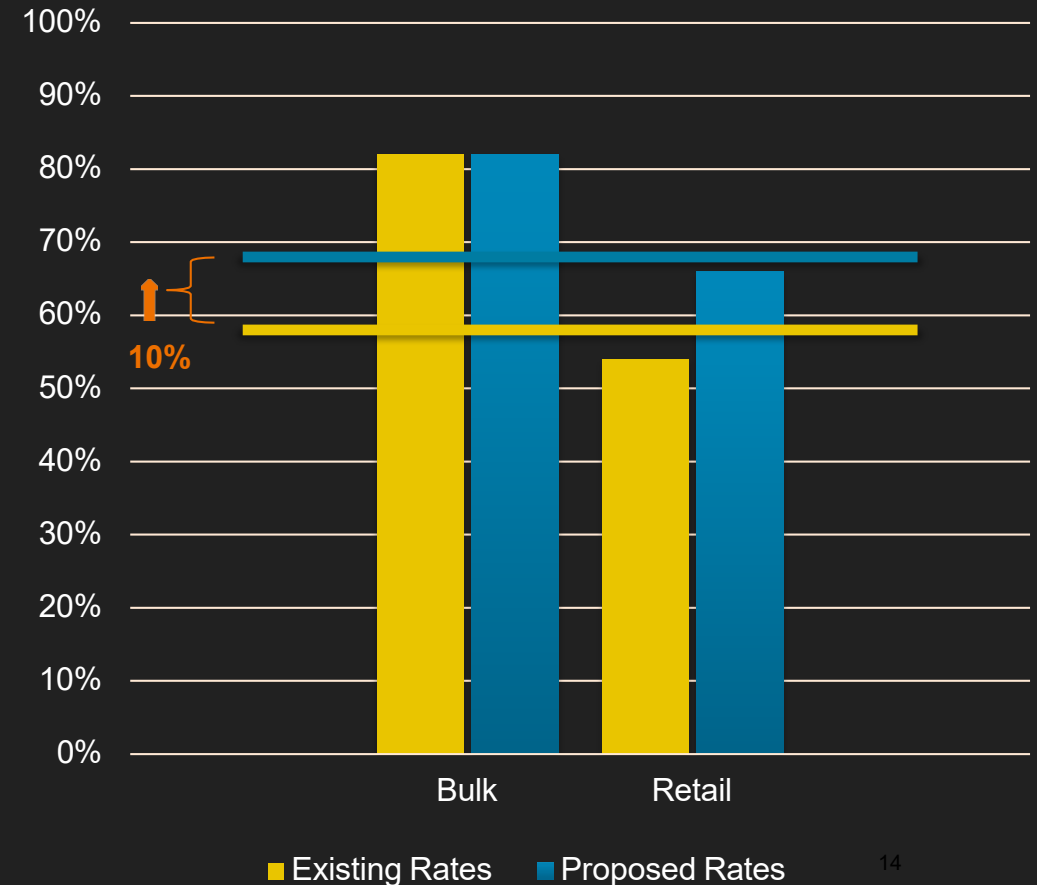
Reclaimed Water is an Important Component

Often cannot charge full cost of service

- Older bulk agreements initially for disposal
- Pricing limitations (substitution for ground water/wells)
- Stakeholder expectations and connection costs
- How to allocate residual costs?
 - Water – alternative source of supply
 - Wastewater – means of effluent disposal

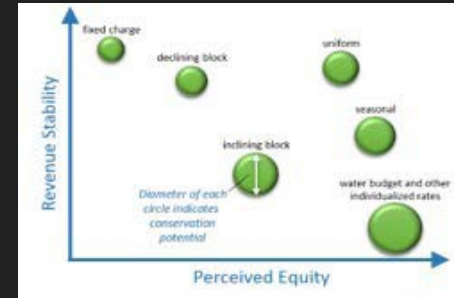
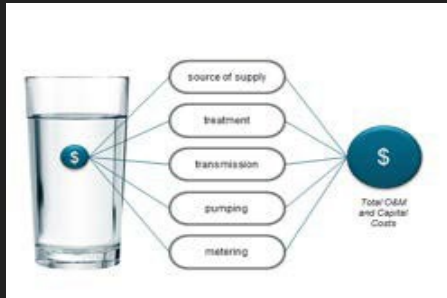
Objective: Improve overall cost recovery and encourage efficient use of reclaimed water resources

Cost Recovery





Best Practices to Ensure Sustainable & Equitable Rates



Revenue Requirements

- Operating Costs
- Capital Costs
- Financial Policies
 - Debt Coverage
 - Reserves

Annually (Budget)

Cost Allocation

- Evaluate Available Data
- Establish Classes
- Identify Methodology
- Compare Results to Current Revenue

Update Every 3 to 5 Years Based on Changes in Costs, Usage Profiles, Development Patterns, Industry Practices, Legal Precedent, Technology, etc.

Rate Design

- Evaluate Objectives
- Identify Structures
- Set Parameters
- Customer Impacts

Miscellaneous & Capacity Fees

- Recover specific costs from customers
- Capture growth infrastructure cost from new units



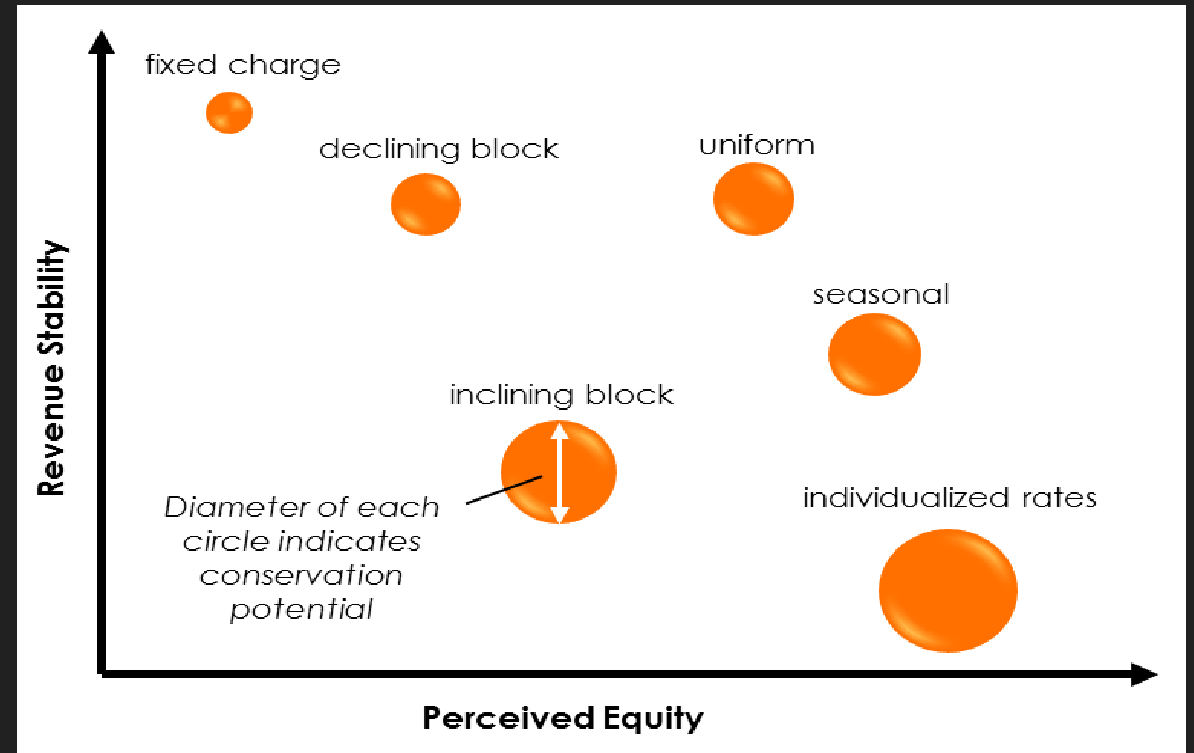
Objectives in Selecting Rate Structures

✓ Identify structure(s) that meets your needs:

- ▶ Conforms to industry practice
- ▶ Meets all legal requirements
- ▶ Easy to administer/understand
- ▶ Elasticity of demand & weather
- ▶ Conservation and affordability
- ▶ Stakeholder input/concerns

✓ Critical considerations:

- ▶ Understanding the distribution of costs
- ▶ Integrating financial considerations



Goal: Design rates that fairly recover revenue across and within customer classes in a way that best balances your objectives.



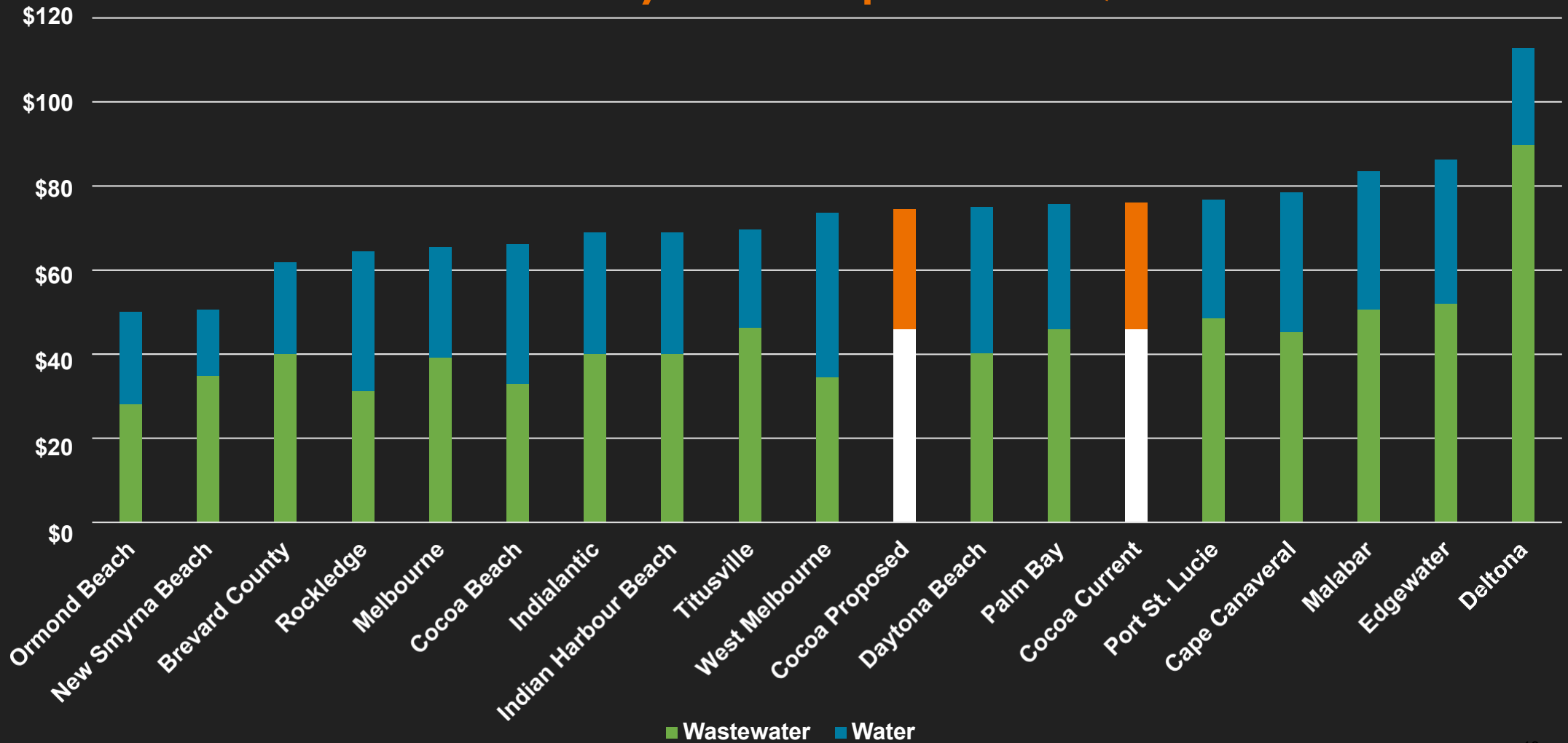
Starting with a Diagnostic Evaluation Will Identify Opportunities

Criteria	Rating	
Sustainability	B	<ul style="list-style-type: none"> ✓ Annual reviews ensure revenue sufficiency ✗ Lack of multi-year rate schedules creates uncertainty for customers
Equity	C	<ul style="list-style-type: none"> ✓ Fixed vs variable revenues are similar for each customer class ✗ An updated cost-of-service analysis would ensure rates are aligned with current cost drivers and customer usage characteristics.
Affordability	B	<ul style="list-style-type: none"> ✓ Monthly fixed charge provides customers with an allotment of water usage ✓ Typical residential bills are low relative to local incomes ✗ A reduced first tier rate could further enhance affordability
Rate and Revenue Stability	B	<ul style="list-style-type: none"> ✓ Historical rate increases have been modest ✗ Some weather-driven sales/revenue risk could yield revenue shortfalls
Conformance with Industry Practices	C	<ul style="list-style-type: none"> ✓ Declining block rate structure is consistent with local peers ✗ Routine updates to cost-of-service analyses and rate setting would improve alignment with industry practice
Administrative and Customer Simplicity	A	<ul style="list-style-type: none"> ✓ Limited number of customer classes and tiers makes rates & bills easy to administer and understand



Benchmarking is Important to Understand Local Context

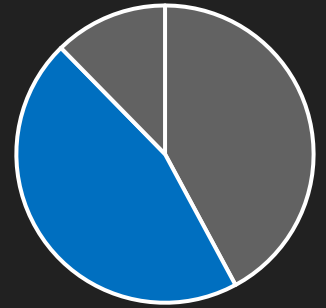
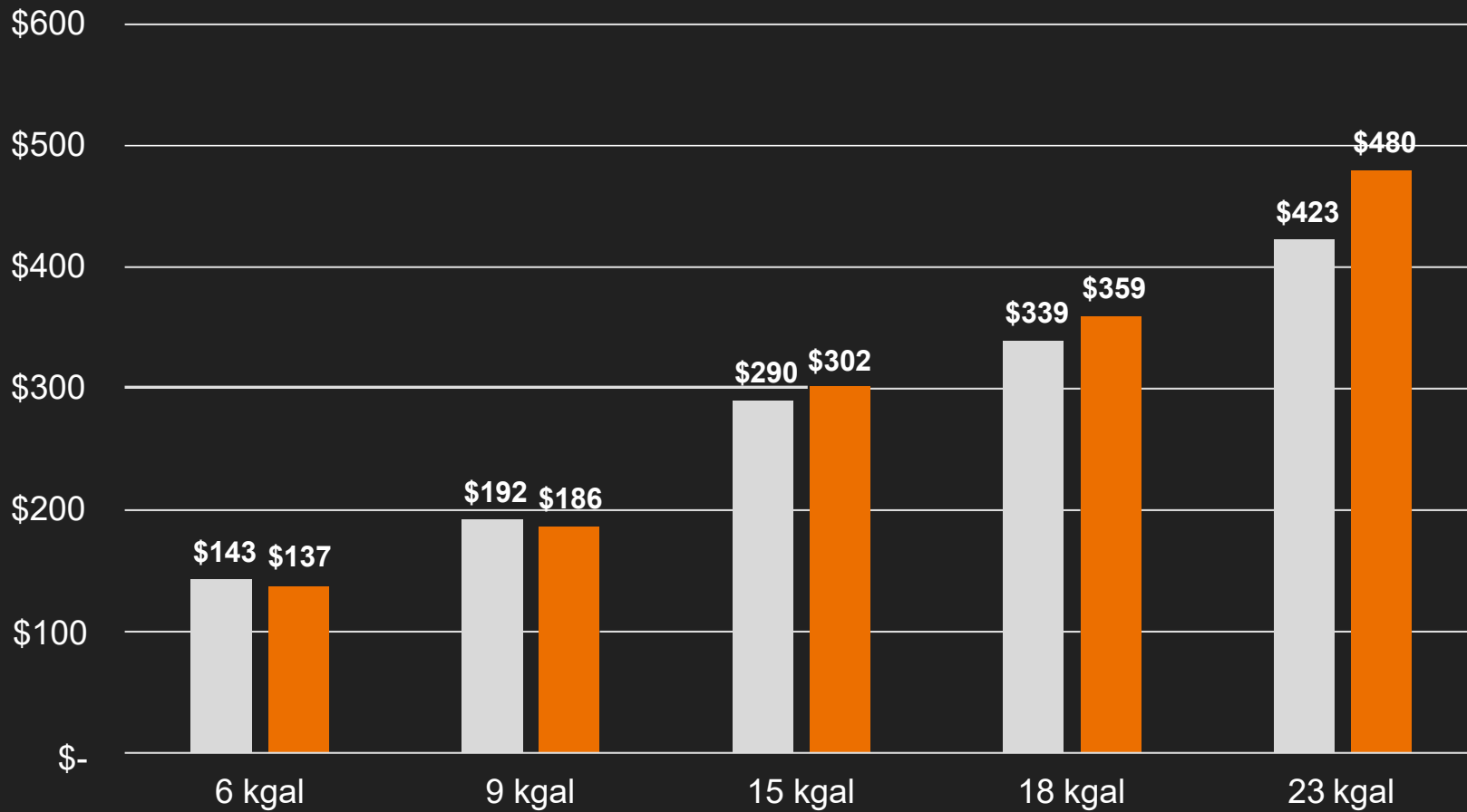
Residential Monthly Bill Comparison – 4,000 Gals.





Understanding & Communicating Bill Impacts is Essential

Residential Quarterly Water & Sewer Bill Comparison



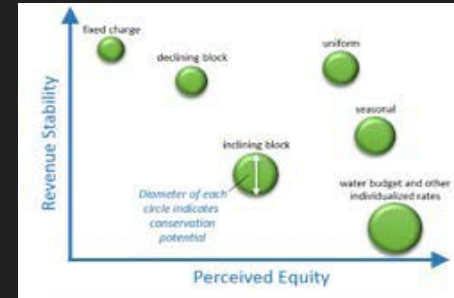
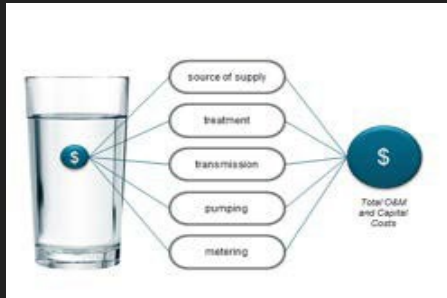
46%
of Single-Family
Customers have
 $\frac{3}{4}$ " Meters

% of $\frac{3}{4}$ " Bills	19%	19%	35%	11%	9%	7%
----------------------------	-----	-----	-----	-----	----	----

■ Current ■ Alternative



Best Practices to Ensure Sustainable & Equitable Rates



Revenue Requirements

- Operating Costs
- Capital Costs
- Financial Policies
 - Debt Coverage
 - Reserves

Annually (Budget)

Cost Allocation

- Evaluate Available Data
- Establish Classes
- Identify Methodology
- Compare Results to Current Revenue

Update Every 3 to 5 Years Based on Changes in Costs, Usage Profiles, Development Patterns, Industry Practices, Legal Precedent, Technology, etc.

Rate Design

- Evaluate Objectives
- Identify Structures
- Set Parameters
- Customer Impacts

Miscellaneous & Capacity Fees

- Recover specific costs from customers
- Capture growth infrastructure cost from new units



Miscellaneous Fees & Service Charges

Overview

- Examples: Tap fees, account setup, meter installation/removal, meter verification, disconnect processing, deposits, & others
- Typically reflect <3% of overall system revenues

Purpose

- Recover the cost of specific services from the customer or to promote positive customer behavior

Goal

- Identify costs associated with activities to inform fee adjustments



Hours Spent (Customer Service, Utility Tech)	Costs per Hour (Labor, vehicles & equipment)	Unit Costs (Materials)	Cost of Service
\times		$+$	$=$

- Sometimes referred to as an “impact fee” or “system development fee”
- One-time fees designed to recover the cost of investment in capacity used to serve new development
- Minimize cost burden to existing customers over time
- Amendments to Florida Impact Fee act in last legislative session
- Benchmarking important to consider

Methodology	Description	Appropriate For
Buy-In Method	Fees are based on value of existing system	System with ample available capacity to serve growth
Incremental Cost Method	Fees are based on planned capital improvement costs	System with limited capacity and/or with a high degree of expansion costs in its CIP that are at a greater unit cost than historical investment
Combined Method	Fees are based on value of existing system and planned capital improvement costs	System with blend of available capacity and some growth-related capital projects

$$\text{Capacity Charge} = \frac{(\text{Capital Costs} - \text{Credits})}{\text{Equivalent Residential Units}}$$



Questions & Discussion

Andy Burnham

Vice President

andrew.burnham@stantec.com

Eric Grau

Principal

eric.grau@stantec.com

RESOLUTION 2022 - _____
UTILITY RATE STUDY

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING PIGGYBACKING THE CONTRACT WITH PALM BAY AND STANTEC CONSULTING SERVICES, INC., FOR THE UTILITY RATE STUDY; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stantec Consulting Services, Inc. has expressed a desire to provide the Utility Rate Study to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to approve piggybacking the Palm Bay Contract with Stantec Consulting, Inc. for the Utility Rate Study.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the Palm Bay contract with Stantec Consulting Services, Inc. for the Utility Rate Study, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager, or designee, is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 15th day of February 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Exhibit A – Stantec Engagement Letter



PIGGYBACK RENEWAL OVERVIEW

Vendor Name: Stantec Consulting Services, Inc.

Bid/Contract Ref # Palm Bay RFP 48-0-2017/SB

Agency Name: Palm Bay, FL

Contract Type: Piggyback

Contract Value OVER \$50K

Resolution # _____

City Council Approval Date: _____

Contract Term End Date 07/17/2022

Renewable Y/N No

If yes # and length of renewals: Final

City's Project Manager(s) Stephen Flanagan

Brief Description/Purpose:

~~FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES (Utility Rate Study).~~

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

City Manager _____

Date: _____

Vendor Name and Email Andrew Burnham andrew.burnham@stantec.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Stantec Consulting Services, Inc.
Andrew Burnham
777 S. Harbour Island Boulevard, Suite 600
Tampa, FL 33602-5729

RE: Engagement Letter Authorizing Piggyback

Contract for FINANCIAL RATE AND MANAGEMENT CONSULTANT SERVICES (Utility Rate Study).

Contract Name

Palm Bay - Contract RFP #48-0-2017/SB

Contract Reference

Dear Andrew,

The City of Palm Coast, Florida requests permission to utilize your company's above referenced contract in accordance with its terms and conditions and pricing. If agreed, please indicate approval by electronically signing below as well as the Addendum covering the E-Verify and Public Records requirements.

All invoices should be sent via email to ap@palmcoastgov.com. If email is not possible, please mail invoices to: City of Palm Coast, Attn: Accounts Payable, 160 Lake Avenue, Palm Coast, Florida 32164. All legal notices should be sent to the attention of the City Manager at the same address.

Please feel free to contact me at the email address below if you have any questions.

Regards,

Jesse K. Scott

Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

DocuSigned by:
Stantec Consulting Services, Inc.

By: *Andrew Burnham* _____

(F6E02A00-4786-436)

Andrew Burnham

Print Name: _____

Vice President

Title: _____

Dec 21, 2021 | 2:39 PM EST

Date: _____



ENGAGEMENT LETTER ADDENDUM**1. E-Verify Registration and Use.**

A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.

B. Subcontractors

(i) SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CTIY upon request.

C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

2. Public Records.

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:

i. Keep and maintain all public records required by CITY to perform the Services herein; and

ii. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

iii. 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 Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and

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

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

C. IF THE SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUPPLIER’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY’S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

CITY OF PALM COAST

SUPPLIER

By: _____

Print: Denise Bevan

Title: Interim City Manager

Date: _____

DocuSigned by:
By: Andrew Burnham
(Authorized Corporate Officer)
F6ED2A034796416...

Print Name: Andrew Burnham

Title: Vice President

Date: Dec 21, 2021 | 2:39 PM EST

In Process



July 25, 2017

Andrew Burnham
Director
Stantec Consulting Services, Inc.
200 Business Park Cir., Suite 101
St. Augustine, FL 32095

Dear Mr. Burnham:

RE: RFP #48-0-2017/SB – Financial Rate & Management Consultant Services

Dear Mr. Burnham:

Please find attached your copy of the signed Agreement for the above mentioned services. Individual projects under this contract will be issued on a Task Order and Purchase Order basis.

We appreciate your interest in the City of Palm Bay and look forward to working with your company.

Sincerely,

CITY OF PALM BAY

Bobby Marsala, CPPO, CPPB, C.P.M.
Chief Procurement Office
Procurement Department

Attachment: Service Agreement

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT
FINANCIAL RATE & MANAGEMENT CONSULTANT SERVICES**

This is an agreement entered into this 17th day of July, 2017, by and between the City of Palm Bay, 120 Malabar Road, SE, Palm Bay, FL 32907 a Florida municipal corporation and political subdivision of the State of Florida, hereinafter referred to as CITY and Stantec Consulting Services, Inc. (11-2167170), 200 Business Park Cir., Suite 101, St. Augustine, Florida 32095 hereinafter referred to as CONSULTANT.

For and in consideration of the mutual agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the CITY hereby retains the CONSULTANT and the CONSULTANT hereby covenants to provide professional services as prescribed herein.

SECTION 1 - GENERAL IDENTIFICATION OF SERVICES

The following documents are incorporated herein and made an integral part of this Agreement:

1. The City's Request for Proposal No **RFP #48-0-2017/SB, Financial Rate & Management Consulting Services** (Exhibit 1).
2. Proposal Submittal for CITY prepared by CONSULTANT dated May 18, 2017 (Exhibit 2).

All exhibits may also be collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity or missing specification or instruction, the following priority is established:

- Specific direction from CITY Manager (or designee).
- This Agreement and any attachments
- Exhibit 1
- Exhibit 2

All professional services provided by the CONSULTANT for the CITY shall be identified in the attached Consultant's Rate Schedule Proposal, Attachment "A" and Attachment "B" individual Statements of Work Orders. No additional work shall be performed under this Agreement without written authorization from the City. The written authorization for additional services shall constitute an addendum to this Agreement.

SECTION 2 - CITY OBLIGATIONS

The CITY agrees that it shall furnish to the CONSULTANT, upon request, any data available in the CITY'S files pertaining to the work to be performed under this Agreement.

SECTION 3 - PROFESSIONAL SERVICES

Upon receipt of Authorization to Proceed, CONSULTANT agrees to perform professional services set forth in Attachment "A" in accordance with the negotiated terms of this Agreement, and in accordance with accepted professional standards and practices.

In connection with professional services to be rendered pursuant to this Agreement, the CONSULTANT further agrees to:

- A. Maintain an adequate staff of qualified personnel.
- B. Comply with federal, state, county and local laws or ordinances applicable to the work.
- C. Cooperate fully with the CITY in scheduling and coordinating all phases of the work.
- D. Supervise and coordinate the work of any subconsultants.
- E. Cooperate and coordinate with other CITY consultants, as directed by the CITY.
- F. Report the status of the work to the CITY upon request and hold records, and other documents open to the inspection of the CITY or its authorized agent at any time during normal business hours.
- G. Submit for CITY review all data representative of the progress of the Work. Submit for CITY approval the final work product upon incorporation of any modifications requested by the CITY

during any previous review. Any CITY approval of the CONSULTANT'S work shall not be deemed to diminish the CONSULTANT'S warranty set forth above.

- H. Confer with the CITY during the further development and implementation of improvements for which the CONSULTANT has provided services.
- I. Interpret documents, correct errors and omissions and prepare any necessary revisions not involving a change in the scope of the work required, at no additional cost.

SECTION 4 - TIME OF COMPLETION

The services to be rendered by the CONSULTANT for each section of the work shall commence as specified in Section 7 of this Agreement.

SECTION 4.1-DELAY IN PERFORMANCE/FORCE MAJEURE

CITY shall be entitled to withhold progress payments from CONSULTANT for services rendered until completion of services to CITY's satisfaction.

Any delay due to a force majeure, shall not subject CITY to any liability to CONSULTANT, nor CONSULTANT any liability to the CITY. At CITY's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance, and services not performed by CONSULTANT shall be made or performed during such extension, or the time to perform the services not performed shall be extended for a period equal to such delay. During this period such delay shall not constitute a delay by CONSULTANT.

SECTION 5 – COMPENSATION

The CITY agrees to pay CONSULTANT for services rendered pursuant to this Agreement, all fees and other compensation computed in accordance with the Hourly Rate Schedule (Attachment A) for each hour of time engaged directly in the work.

Reimbursable Expenses – The CONSULTANT shall be compensated for certain work-related expenditures not covered by fees for CONSULTANT services, provided such expenditures are previously and expressly authorized by the CITY in writing. All basic reimbursable costs including reproduction, deliverables, and travel should be included in any proposed Hourly Rate Schedule. Other requests for reimbursable expenses must be brought to the attention and approved by the CITY before the work is performed. If authorized by the CITY and upon receipt of satisfactory back-up materials, the CONSULTANT will be compensated for such reimbursable expenses. Such expenses may include:

- a. Travel, Lodging and Meals, provided travel occurs in coach class and lodging and meals do not exceed the Domestic Per Diem rates listed in the current edition Appendix "A" of Chapter 301 of the Federal Travel Regulations.
- b. Courier Services.
- c. Facsimile (\$2.00 per facsimile).
- d. Photocopies (\$.0.15 per page).
- e. Long Distance and Conference Telephone Charges.
- f. 3rd Party expenses, such as printing, incurred on behalf of CITY.
- g. Other expenses approved by CITY in writing prior to the time CONSULTANT incurs such expenses.

SECTION 6 - PAYMENT AND PARTIAL PAYMENTS

Subject to the CITY'S right to withhold any amounts reasonably necessary to complete or correct defective or substandard work, the CITY may make monthly payments or partial payments to the CONSULTANT for all authorized work performed during the previous calendar month, and in accordance with Attachment "A" and Attachment "B", and under the provisions of Chapter 218, Part VII, (Local Government Prompt Payment Act), Florida Statutes. City shall promptly pay consultant any undisputed amounts consistent with the Local Government Prompt Payment Act. Proposed fee schedule will include all direct and indirect costs.

- A. The CONSULTANT shall submit signed invoices to the CITY.

- B. The amount of each invoice submitted shall be the amount due for all services performed to date in connection with authorized work, as certified by the CONSULTANT and approved by the CITY.

SECTION 7 - SCHEDULE OF WORK

The CITY shall have the sole right to determine on which units or sections of the work the CONSULTANT shall proceed, and in which order. Should a work revision effect a change in scope, cost or schedule, the CONSULTANT shall submit such revision(s) for review and, if warranted, written approval shall be provided by the CITY.

The CONSULTANT shall commence work within five working days of the Authorization to Proceed unless otherwise specified in the Authorization to Proceed.

SECTION 8 - RIGHT OF DECISIONS

All services by the CONSULTANT shall be performed in accordance with all professional standards and practices and to the reasonable requirements of the CITY. The CITY shall make all decisions on all claims, questions and disputes arising under this Agreement. In the event the CONSULTANT does not concur with any decision of the CITY, it must, within thirty (30) days after determination by the CITY unless such time is extended in writing by CITY, present written objections to the decision to the City Manager or her/his designee for resolution. Before taking any action to contest the CITY's determination in a court of competent jurisdiction, the CONSULTANT must follow the appeal process established in this Agreement and provided further that the CONSULTANT strictly abides by the time deadline set forth in this paragraph; failure to do so will result in making the CITY's decision final. During any appeal of, or objection to, the CITY's decision, CONSULTANT shall continue to perform all work in accordance with professional standards and practices and the requirements of this Agreement.

SECTION 9 - OWNERSHIP OF DOCUMENTS

All reports, tracings, plans, maps, and/or other work products developed by the CONSULTANT pursuant to this Agreement shall become the sole property of the CITY without restrictions or limitation upon their use and shall be made available by the CONSULTANT at any time upon request by the CITY. When each individual section of work requested pursuant to this Agreement is complete, all of the above work products shall be delivered to the CITY for its use.

CONSULTANT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of Chapter 119, Florida Statutes, should it apply.

It is further understood that any report, tracing, plan, map or other work product, without limitation, given by CITY to CONSULTANT pursuant to this Agreement shall at all times remain the property of CITY, shall be returned to CITY, and shall not be used by CONSULTANT for any other purpose without the express, written consent of the CITY Manager.

However, should CITY utilize the work product in connection with a project upon which CONSULTANT is not retained by CITY, CITY shall accept all responsibility for such utilization to the extent provided by law. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney fees, investigative costs, expert fees, suit costs or prejudgment interest.

SECTION 10 - REUSE OF DOCUMENTS

The CONSULTANT may not retain, reuse and/or copy data or work products developed by the CONSULTANT for the CITY without express written permission of the City Manager. The CONSULTANT will upon request provide the CITY additional copies of reports, tracings, plans, maps, and/or other work products produced pursuant to this Agreement at the cost for reproduction and not the cost of labor.

SECTION 11 - NOTICES

Any notices, reports or other written communications from the CONSULTANT to the CITY shall be considered delivered when posted by certified mail or delivered in person to the CITY.

Financial Rate & Management Consultant Services

48-0-2017

CONSULTANT'S representative will be: Michael Burton
200 Business Park Cir., Suite 101
St. Augustine, FL 32095

CITY'S representative will be: Cassandra Smith
250 Osmosis Drive SE
Palm Bay, FL 32909

With Copies to: Bobbye Marsala
Chief Procurement Officer
120 Malabar Road SE
Palm Bay, FL 32907

Any notices, reports or other communications from the CITY to the CONSULTANT shall be considered delivered three (3) days after being posted by certified mail to the CONSULTANT at the last address left on the file with the CITY or immediately if delivered in person to said CONSULTANT or the CONSULTANT'S authorized representative.

SECTION 12 - AUDIT RIGHTS

The City reserves the right to audit the records of the Consultant related to this Agreement at any reasonable time during the prosecution of the work included herein. The Consultant agrees to provide copies of any records necessary to substantiate payment requests to the City as may be requested by the City, solely at the cost of reproduction.

SECTION 13 – PUBLIC RECORDS

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

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 the City of Palm Bay purchasing and Contracts Division, 120 Malabar Road, SE, Palm Bay, Florida 32907; 321-952-3424; or procurement@pbfl.org.

SECTION 14 - SUBCONTRACTING

The CONSULTANT shall not assign, or transfer any work under this Agreement without the express, written approval of the CITY. The CONSULTANT shall cause the name(s) of any subconsulting firms responsible for major portions (or separate specialty) of the work to be inserted in the pertinent documents or data.

The CONSULTANT shall be fully responsible to CITY for all acts and omissions of any officers, representatives, agents, employees, or subcontractors of CONSULTANT. Subcontractors of CONSULTANT shall have appropriate general liability, professional liability and workers' compensation insurance, or be covered by CONSULTANT's insurance. CONSULTANT shall furnish CITY with appropriate proof of insurance and releases from all subcontractors in connection with the work performed.

SECTION 15 - CONTINGENT FEES

The CONSULTANT warrants that no person or company was employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bonafide employees, any fee commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Agreement. For any breach or violation of this provision, the CITY shall have the right to terminate this Agreement, without liability, and, at its discretion, to deduct from the contract price or amounts due to CONSULTANT or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration and any damages related to the breach of the provision and shall report the details of such breach or violation to the proper legal authorities where and when appropriate.

SECTION 16 - TERMINATION/MODIFICATION OF AGREEMENT

1. The CONSULTANT agrees that the CITY may terminate this Agreement for any reason upon ten (10) days written notice to the CONSULTANT.
2. In the event of termination by the CITY, the CITY'S sole obligation to the CONSULTANT shall be for payment for those portions of work which has been authorized and satisfactorily completed. Such payment shall be determined on the basis of the percentage or work complete as estimated by the CITY and agreed upon by the CONSULTANT up to the time of termination. In the event of such termination, the CITY may, without penalty or other obligation to the CONSULTANT, elect to employ other persons or entities to perform the same or similar services. CONSULTANT shall not be entitled to any other amounts or damages including but not limited to anticipated profits, consequential damages or those set forth in Section 4 of this Agreement upon termination by CITY pursuant to this Section.
3. It is understood by CITY and CONSULTANT that any payment to CONSULTANT shall be made only if CONSULTANT is not in default under the terms of this Agreement as determined by the CITY.
4. The terms of this Agreement may only be modified upon the written, mutual agreement of the CONSULTANT and the CITY.
5. In the event that the CONSULTANT changes its name, merges with another company, becomes a subsidiary or makes other substantial changes in its business structure or its principals, the CITY reserves the right to terminate this Agreement.
6. In the event of termination of this Agreement, the CONSULTANT agrees to surrender any and all documents prepared by the CONSULTANT for the CITY and those documents delivered by the CITY to the CONSULTANT that pertain to this Agreement, of which, the CITY will have full ownership thereof, provided the CITY gives its written consent, CONSULTANT may retain copies of such documents for record purposes.

SECTION 17 - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect for the duration of the PROJECT, unless it is terminated as provided herein.

SECTION 18 - DEFAULT

An event of default shall mean a breach of this Agreement by CONSULTANT as determined by the CITY. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include but not be limited to the following:

- CONSULTANT has not performed services on timely basis;
- CONSULTANT has refused or failed to supply enough properly-skilled personnel;
- CONSULTANT has failed to make prompt payment to subcontractors or suppliers for any services;
- CONSULTANT has failed to fulfill representations made in this Agreement; or
CONSULTANT has refused or failed to provide the Services as defined in this Agreement.

In an Event of Default, CONSULTANT shall be liable for damages to the CITY resulting from lost funding and for the difference between the cost associated with procuring services from CONSULTANT and the amount actually expended by CITY, in procurement of another professional to perform the services of CONSULTANT. CITY shall be entitled to recover consequential damages and lost funding and administrative costs associated with the procurement of alternative professional services.

SECTION 19 – INDEMNIFICATION

For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT, including but not limited to the CONSULTANT's officers, officials, employees, representatives, agents, contractors officers, etc., subcontractors and their officers, etc. (hereinafter CONSULTANT) hereby agrees to indemnify, hold harmless and defend the City of Palm Bay, including but not limited to its officers, agents, subcontractors, officers, officials, representatives, volunteers, employees and all those others acting on the City's behalf (hereinafter CITY) against any and all liability, loss, costs, damages, expenses, claims or actions of whatever type or nature, including but not limited to attorney's fees for trials and appeals and expert's fees and costs that the City may incur arising wholly or in part due to any negligent or deliberate act, error or omission of CONSULTANT in the execution, performance or non-performance or failure to adequately perform CONSULTANT'S obligation(s) pursuant to this Agreement.

Nothing contained in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability beyond the limits established in said Section 768.28. No claim or award against the City shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest.

SECTION 20 - INSURANCE

The CONSULTANT and its subcontractors, subconsultants, assignees and suppliers will be required to procure and maintain, at its own expense and without cost to the CITY, until final acceptance by the CITY of all products or services covered by the Agreement, the following types of insurance in the following minimum amounts:

- A. **Commercial General Liability:** The Consultant shall provide minimum limits of \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate combined single limit for bodily injury and property damage liability. This shall include premises/operations, personal & advertising injury, products, completed operations, contractual liability, specifically confirming and insuring the indemnification and hold harmless clause of the contract. This policy of insurance shall be considered primary to and not contributing to any insurance maintained by the City of Palm Bay and shall name the City of Palm Bay as an additional insured with waiver of subrogation noted on the Certificate of Liability. . The policy of insurance shall be written on an "occurrence" form.
- B. **Automobile Liability Insurance:**
Consultant shall provide minimum limits of liability of \$1,000,000.00 each accident, combined single limit for bodily injury and property damage. This shall include coverage for:
- Owned Automobiles
 - Hired Automobiles
 - Non-Owned Automobiles
- C. **Professional Liability Insurance or Errors and Omissions Insurance:**
Consultant shall provide professional liability insurance, or Errors and Omissions Insurance, with a minimum limit of one million dollars (\$1,000,000) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement. Any deductible is not to

exceed \$5,000 for each claim. CONSULTANT represents it is financially responsible for the deductible amount.

D. **Workers' Compensation Coverage:**

Consultant shall provide and maintain Workers' Compensation Insurance Coverage for all employees in the full amount required by statute and full compliance with the applicable laws of the State of Florida. Exemption certificates to this requirement are not acceptable. **Should the Named Vendor utilize a Professional Employer Organization, said Vendor acknowledges and agrees that all employees sent to the City of Palm Bay MUST be included on that PEO roster.** Said policy must include Employers' Liability insurance with limits of no less than:

- Each Accident \$ 100,000.00
- Disease – Policy Limit \$ 500,000.00
- Disease – Each Employee \$ 100,000.00

Consultant shall further insure that all of its sub-contractors maintain appropriate levels of workers' compensation insurance.

E. **Insurance Certificates:**

The City of Palm Bay is to be specifically included on all certificates of insurance **as a named additional insured** (with exception to Workers Compensation). **Waiver of Subrogation is required for Commercial General Liability and Automobile Liability.** All certificates must be received prior to commencement of service/work. In the event the insurance coverage expires prior to the completion of this contract, a renewal certificate shall be issued thirty (30) days prior to said expiration date. The certificate shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy.

The Consultant shall declare any self-insured retention or deductible amount in excess of \$5,000 for any policy. The City reserves the right to reject any self-insured retention or deductible in excess of \$5,000.

All insurance carriers shall be rated (A) or better by the most recently published A.M. Best Rating Guide. Unless otherwise specified, it shall be the responsibility of the Consultant to insure that all subcontractors comply with the insurance requirements set forth in this Agreement. The City may request a copy of the insurance policy according to the nature of the project. City reserves the right to accept or reject the insurance carrier.

Consultant shall obtain insurance on an "occurrence" basis if such insurance is available at commercially reasonable premium costs. Any insurance on a "claim made" basis shall be maintained for at least three (3) years after acceptance of the Work.

SECTION 21 - QUALITY CONTROL

The CONSULTANT warrants a high level of quality control and accuracy. The CITY may request additional data collection or reanalysis of data at no expense to the CITY. If the original data collected and/or data analysis is found to be accurate and reasonable, the CONSULTANT shall be compensated for the additional work in accordance with Section 5 of this Agreement.

The CONSULTANT acknowledges that the CITY may periodically evaluate the CONSULTANT'S performance and that the evaluation may be used by the CITY to determine the CONSULTANT'S qualifications for future contracts with the CITY.

SECTION 22 - NON EXCLUSIVE AGREEMENT

The parties acknowledge that this agreement is not an exclusive agreement, and the CITY may employ other consultants, professional or technical personnel to furnish services for the CITY, as the CITY, in its sole discretion, finds is in the public interest.

SECTION 23 - REPRESENTATIONS

- A. CONSULTANT represents that it is able to furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement and all services performed under this Agreement shall be performed in a professional manner suitable to the CITY.
- B. CONSULTANT represents, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services described in this Agreement.
- C. CONSULTANT shall, upon the request of CITY, promptly correct or replace all deficient work due to its errors and/or omissions without cost to CITY. CONSULTANT shall also be responsible for all damages resulting from CONSULTANT's deficient documents. Payment in full by CITY for services performed does not constitute a waiver of this representation.
- D. All services performed by CONSULTANT shall be to the satisfaction of CITY. In cases of disagreement or ambiguity, CITY shall, as provided in Section 8 of this Agreement, decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement and the CONSULTANT agrees that the CITY's decision on all claims or questions is final.
- E. CONSULTANT represents that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this representation, CITY shall have the absolute right to cancel this Agreement without liability to CONSULTANT or any third party.

SECTION 24 - INTEREST OF MEMBERS OF CITY AND OTHERS

No officers, members or employees of the CITY, and no members of its governing body, and no other public official of any other governmental entity, who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement that affects their personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 25 - INTEREST OF CONSULTANT

The CONSULTANT covenants that it presently has no conflict of interest and shall not acquire any interest, direct or indirect, that shall conflict in any manner or degree with the performance of services required to be performed under this Agreement. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT, its subcontractors and subconsultants.

Furthermore, CONSULTANT covenants and agrees that it will not undertake the representation of any governmental entity, department or agency whose jurisdiction is within or covers any portion of Brevard County, Florida without the express, written consent of the City Council of the CITY.

Furthermore, CONSULTANT acknowledges that as of the effective date of this Agreement, CONSULTANT does not represent any client whose interest is currently adverse to the interest of the CITY. If during the term of this Agreement, CONSULTANT determines that a client it represents has or may potentially have an interest adverse to the interest of CITY, then CONSULTANT shall disclose such conflicting interest as required by this Section. Additionally, before proposing, advocating or otherwise advancing any legislation, administrative rule, regulation, or policy on behalf of a client, where such legislation, rule, regulation, or policy may potentially impact CITY and its operations, CONSULTANT shall, consistent with this Section, disclose the representation and provide a copy of the legislation, administrative rule, regulation, or policy to the City Manager.

The CONSULTANT further agrees that, in the performance of this Agreement, if any conflict of interest arises, it shall disclose, in writing, such interest to the CITY within three (3) days after the conflict arose. Such written disclosure shall provide sufficient information concerning the CONSULTANT's conflict including, but not limited to, name of the client presenting the conflicting position, the nature of the conflict, and the extent to which CONSULTANT is unable to provide the services described in this Agreement. The

City Manager may take any action necessary to address the conflict of interest disclosed by CONSULTANT, including termination of this Agreement.

SECTION 26 - INDEPENDENT CONTRACTOR

CONSULTANT and its employees, agents, contractors and subcontractors shall be deemed to be independent contractors and not CITY agents or employees. CONSULTANT, its employees or agents, contractors and subcontractors shall not attain any rights or benefits under CITY's Personnel Rules and Regulations or Pension Systems nor any rights generally afforded CITY's classified or unclassified employees. CONSULTANT, its agents, employees, contractors or subcontractors shall not be deemed entitled to the Florida Workers' Compensation benefits as a CITY employee.

SECTION 27-NON-DISCRIMINATION

CONSULTANT agrees that it will comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

SECTION 28 -OTHER PROVISIONS

- A. Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- B. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.
- C. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law or any order entered by such court. If not modifiable to conform to such law or order, then it shall be deemed severable and, in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- D. The parties hereby waive the right to a trial by jury in any action, proceeding or counterclaim brought or filed by either of them against the other. Venue for any court action arising out of this Agreement shall be in Brevard County, Florida.
- E. There are no third party beneficiaries intended to be bound by or to enforce this Agreement.
- F. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the City.
- G. When applicable, the Consultant's employees are required to obtain, at no charge, from the City's Human Resources Department, a security identification badge prior to performance of its awarded contract. This law is established by the City Council through the City Ordinance Number 2007-48, Public Protection Act, as amended by City Ordinance Number 2007-96, with an effective date of November 15, 2007.

SECTION 29-LIMITATION OF LIABILITY

The CITY desires to enter into this Agreement only if in so doing the CITY can place a limit on the CITY's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the CITY to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the CITY to CONSULTANT pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the CITY's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the CITY shall include attorney's fees and costs, investigative costs, expert fees, or pre-judgment interest. This section shall not prevent the CITY from taking court action it deems necessary

against, including but not limited to, the CONSULTANT, its subcontractors, subconsultants, suppliers, assignees and employees.

SECTION 30 - ENTIRETY OF AGREEMENT

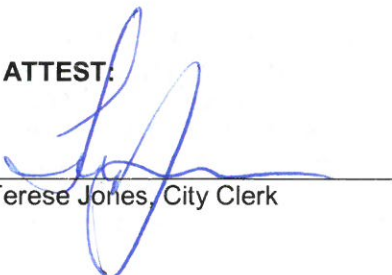
This writing, together with documents referenced herein, embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida. The venue for any litigation arising out of this Agreement shall be Brevard County, Florida. The parties hereto acknowledge and agree, for adequate and valuable consideration that they waive their right to trial by jury in any litigation that may arise out of any controversy that pertains to this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 17th day of July, 2017.

ATTEST:



Terese Jones, City Clerk

**CITY OF PALM BAY
BREVARD COUNTY, FLORIDA**

By: Bobbye Marsala
Bobbye Marsala, Chief Procurement Officer

WITNESS:

STANTEC CONSULTING SERVICES, INC.

By: Peter Napoli
(Name of Individual)

Peter Napoli
Printed Name

By: Andrew Burnham
(Name of Individual)

Andrew Burnham
Printed Name

ATTACHMENT A

Stantec Consulting Services, Inc. hourly rates are presented below:

Project Principal	\$338
Technical Advisor	\$338
Project Manager	\$219
Project Consultant	\$172
Project Analyst	\$133
Project Admin	\$104



Via e-mail: Jeffrey.dykstra@stantec.com

March 24, 2021

Jeffrey Dykstra
Management Consultant
777 S. Harbour Island Blvd
Suite 600
Tampa, FL 33602

Dear Mr. Dykstra:

Attached, please find an Amendment to Contract #48-0-2017 for Financial Rate and Management Consultant Services.

The current agreement expires July 16, 2021. The City desires to **renew** the agreement for an additional one (1) year term with no price increase through July 17, 2022. The amendment details the specific changes.

If your company is in concurrence, please sign the amendment and return to the City via e-mail (procurement@pbfl.org). The Certificates of Insurance that we have on file for your agency are current. The general liability, automobile liability, umbrella/excess liability, and workers compensation will expire on May 1, 2021 and the professional liability will expire on October 1, 2021.

If you have any questions, please feel free to contact me at (321) 952-3424.

Sincerely,

CITY OF PALM BAY

A handwritten signature in black ink that reads "Juliet Misconi". The signature is written in a cursive style with a large, looping initial "J".

Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

**CITY OF PALM BAY
AMENDMENT NUMBER FOUR
TO CONTRACT #48-0-2017
FINANCIAL RATE AND
MANAGEMENT CONSULTANT SERVICES**

This amendment to contract is made and entered into this 24th day of March, 2021, by and between the City of Palm Bay, a municipal corporation organized and existing under the State of Florida, hereinafter referred to as the "City" and Stantec Consulting Services, Inc. hereinafter referred to as the "Contractor."

WHEREAS the City and the Contractor entered into a Contract under the date of July 17, 2017, whereby the contractor would perform various financial rate and management consultant services for multiple; and

WHEREAS, the City and Contractor desire to amend the said Agreement,

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

- I. To **renew** the term of agreement shall be July 17, 2021 through July 16, 2022.
- II. No price increases will be allowed.

In all other respects and, except as specifically modified and amended, the Contract dated, July 17, 2017, shall continue in full force and effect as written. The parties hereto execute this Amendment to become effective as of the date and year first above written.

CITY OF PALM BAY

STANTEC CONSULTING SERVICES, INC.

Juliet Misconi, NIGP-CPP, CPPO, CPPB
Chief Procurement Officer

By: Andrew Burnham / VP
Name/Title

Juliet Misconi
Signature / Date
3/23/2021

Andrew Burnham / 3-24-21
Signature / Date

E-Verify Affidavit Instructions

Beginning January 1, 2021, pursuant to Section 448.095 Florida Statutes, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-verify system.

1. Please create an Affidavit on your company's letter head in a similar form to that attached below.
2. Have it signed and notarized.
3. Then attach the notarized affidavit and the proof of registration where indicated.

ATTACH NOTARIZED AFFIDAVIT HERE



In process

ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that _____ *[insert contractor company name]* does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of _____ *[insert contractor company name]* proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

In Process

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__ by _____ *[name of officer or agent, title of officer or agent]* of _____ *[name of contractor company acknowledging]*, a _____ *[state or place of incorporation]* corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ *[type of identification]* as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



Stantec Consulting Services, Inc.
3133 W Frye Rd. Suite 300, Chandler, AZ 85226

CONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Stantec Consulting Services Inc does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021, have had their work authorization status verified through the E-Verify system.

A true and correct copy of Stantec Consulting Services Inc proof of registration in the E-Verify system is attached to this Affidavit.

Print name: Andrew Burnham

Title: Vice President

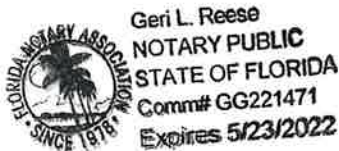
Date: December 21, 2021

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21st day of December, 2021 by Andrew Burnham (name of officer or agent, title of officer or agent) of Stantec Consulting Services (name of contractor) company acknowledging, a New York (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

[Notary Seal]



Notary Public

Geri L. Reese

Name typed, printed or stamped

5/23/2022

My commission expires



Company ID Number:19959

Client Company ID Number:1164504

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent TALX Corporation	
Name (Please Type or Print) Kristina Berens	Title
Signature Electronically Signed	Date July 03, 2018
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date



Company ID Number:19959

Client Company ID Number:1164504

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Stantec Consulting Services Inc
Company Facility Address	61 Commercial St Suite 100 Rochester, NY 14614
Company Alternate Address	61 Commercial St Suite 100 Rochester, NY 14614
County or Parish	Monroe
Employer Identification Number	11-2167170
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	5,000 to 9,999
Number of Sites Verified for	1

In Process

		Project Principal	Technical Advisor	Project Manager	Project Consultant	Project Analyst	Clerical	Total		
Task Number & Description		\$ 338.00	\$ 338.00	\$ 219.00	\$ 172.00	\$ 133.00	\$ 104.00	Hours	Expenses	Cost
Task 1	Water & Sewer Revenue Sufficiency Analysis	13	9	27	31	38	2	120	\$200	\$24,143
Task 2	Reclaimed Water Rate Analysis	14	10	22	22	32	0	100	\$1,000	\$21,970
Task 3	Capacity (Impact) Fee Study	11	8	19	20	27	5	90	\$1,000	\$19,134
Task 4	Miscellaneous Fees	10	4	23	26	20	2	85	\$200	\$17,309
Task 5	Retail Rate Structure Analysis	12	9	23	28	33	5	110	\$200	\$22,060
Task 6	Billing System & Ordinance Review	4	1	8	7	4	1	25	\$0	\$5,282
Task 7	City Manager & Council Presentations	14	2	18	7	6	3	50	\$1,200	\$12,864
Task 8	Utility Rate Study Report	5	4	15	11	6	4	45	\$300	\$9,733
Task 9	Various Financial Services (As Needed)	20	2	20	15	15	3	75	\$750	\$17,453
Total Not-To-Exceed Cost		103	49	175	167	181	25	700		\$149,948



City of Palm Coast, Florida
 Comprehensive Utility Rate & Financial Services
 Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours						Total Project
	Project Principal	Technical Advisor	Project Manager	Project Consultant	Project Analyst	Clerical	
	Burnham	Dykstra	Grau	Various	Various	Various	
Resources →	\$338	\$338	\$219	\$172	\$133	\$104	
Hourly Rates →							
WORK ELEMENT I: UTILITY RATE REVIEW SERVICES							
Task 1 Water & Sewer Revenue Sufficiency Analysis							
1.1 Conduct project kick-off conference call to validate project objectives, identify required data and confirm project responsibilities and project monitoring and reporting procedures.	1	1	3	1	1	0	7
1.2 Obtain and review all required data, including (but not limited to) historical financial statements, customer class and billing statistics, operating and capital cost information, etc. Follow-ups as appropriate.	1	1	2	2	2	0	8
1.3 Prepare customer and demand analyses for each service to determine projected growth, trends in usage patterns, identify peak demands and the demands placed on the system, and total projected customers, equivalent residential connections/units, and usage.	1	1	2	2	2	1	9
1.4 Input financial and billing data into a financial planning model, run the model, and produce preliminary output, including a five-year and ten-year financial management program and forecast that will include the following:	0	0	3	8	12	1	24
o Rate Revenue Adjustments for 5-year and 10-year projection periods, as necessary.							
o Examination of historical and projected expenses (operating, capital improvement and capital equipment) and revenue requirements							
o Capital Improvements Program and Capital Financing Plan							
- Project listing by year, including integration of specific scenarios as required							
- Alternative funding sources for capital projects							
- Development of a capital financing plan, including identification of timing and amount of borrowing requirements							
- Evaluate project spending for RRR as compared to depreciation to develop adequate allowances for asset replacement.							
o Borrowing Program							
- Borrowing required (by source) to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds, State or other programs or bank loans							
- Timing of bond issue(s)/loan(s) to provide required borrowed funds							
- Annual debt service of bond issue(s)/loan(s)							
o Revenue Sufficiency Analysis, including Cash Flows							
- Annual revenue projections, include a breakdown of revenues from sale of services, capital fees, and other revenues							
- Annual operations & maintenance expense projections, including ramp up of key programs such as industrial waste inspection and							
- All other annual revenue requirements such as renewal and replacement, minor capital, transfers to other funds, current debt service/loan payments, replenishment of reserves, etc. Give consideration to staffing changes (increases and transitions) in							
o Sources and Uses of Funds Analysis							
- Beginning and ending funds balances by fund by year (Bonds, RRR, Impact Fees, Grants, Operating, Rate Stabilization, etc.)							
1.5 Review the current policies for various reserve requirements and provide specific recommendations for reserve types/levels based upon assessment of circumstances, data, and risks. Collect formal reserve policy documentation of other systems for reference by City staff, and provide draft policy language for recommended reserves.	2	1	4	2	2	0	11
1.6 Make adjustments to the models as required in order to simulate the utility's current and/or specific financial dynamics.	0	0	2	3	6	0	11
1.7 Perform quality control review and make required adjustments, reconcile to prior studies/forecasts, and prepare alternative	3	3	3	3	3	0	15
1.8 Prepare for and review results with City staff during web-based interactive work session.	3	0	3	3	3	0	12
1.9 Make adjustments per input from prior sub-task and distribute workbook of assumptions, inputs, and preliminary results for staff	0	1	2	3	3	0	9
1.10 Prepare for and meet with City staff in web-based interactive work session to review adjusted results.	2	0	2	2	2	0	8
1.11 Perform adjustments per input from City staff and determine plan of rate adjustments and revenue requirements for the test year for	0	1	1	2	2	0	6
Expenses Printing & Data Management/Storage Costs	\$0		\$0			\$200	\$200
Task 2 Reclaimed Water Rate Analysis							
2.1 Prepare initial data request list and detailed critical path schedule. Identify and input test year cost of service from Task 1	1	1	2	1	3	0	8
2.2 Review additional data, including prior bulk and retail rate calculations, reclaimed water billing data, and any associated service	2	1	3	3	4	0	13
2.3 Prepare cost allocation analysis to identify reclaimed water portion of utility costs by function and allocate to customer types.	2	0	4	6	12	0	24
2.4 Perform internal review and identify opportunities for revisions/updates to rate calculations for consideration by City staff.	2	3	3	2	3	0	13
2.5 Review initial analysis with City staff and identify questions as well as additional data needs.	2	0	2	2	0	0	6
2.6 Perform adjustments, update analysis, and revise calculations and source data references.	1	1	2	3	3	0	10
2.7 Prepare reclaimed water rate benchmarking for review and comment by City staff.	1	2	2	2	3	0	10
2.8 Prepare customer impact analysis and other summary materials for reclaimed analysis.	1	1	2	1	2	0	7
2.9 Review revised cost allocation and rate structure, benchmarking, and customer impacts with City staff to finalize rate	2	1	2	2	2	0	9
Expenses Printing, Binding & Shipping Expenses for Report: Travel to 1 Meeting	\$200		\$100	\$200	\$200	\$300	\$1,000
Task 3 Capacity (Impact) Fee Study							
3.1 Prepare initial data request list and detailed critical path schedule.	1	1	2	1	1	5	11
3.2 Review additional data, prior capacity fee calculations/studies, and relevant ordinances/resolutions.	2	1	2	2	3	0	10
3.3 Populate capacity fee module with fixed assets, capital improvement program, level of service, capacity, and debt information.	0	0	2	4	8	0	14
3.4 Perform internal review and calculate initial results under alternative methodologies.	2	2	3	2	4	0	13
3.5 Review initial analysis with City staff and identify questions as well as additional data needs.	2	0	2	2	0	0	6
3.6 Perform adjustments, update analysis, and finalize calculations and source data references.	1	1	2	3	4	0	10
3.7 Prepare capacity fee benchmarking for review and comment by City staff.	1	1	2	2	3	0	9
3.8 Prepare analysis of the impacts of changes in fees to various development types and other summary materials for capacity fees.	1	1	2	2	2	0	8
3.9 Review revised fee calculations, benchmarking, and impact analysis with City staff to finalize fee recommendations.	2	1	2	2	2	0	9
Expenses Printing, Binding & Shipping Expenses for Report: Travel to 1 Meeting	\$200		\$100	\$200	\$200	\$300	\$1,000
Task 4 Miscellaneous Fees							
4.1 Review list of identified current and potential new misc. service fees (such as AMI or PEP tank related fees) with City staff and	1	0	2	2	0	1	6
4.2 Conduct phone interviews with City staff to identify task specific information for use in populating computational templates.	0	0	8	8	0	1	17
o Time in labor hours to accomplish a given task.							
o Parts & materials and associated costs associated with each task.							
o Equipment used to accomplish each task							
4.3 Populate all cost computation templates with data collected from interviews and quantify cost to utility for providing each service.	0	0	1	2	3	0	6
4.4 Prepare benchmarking of miscellaneous fees of local agencies (up to 10 entities).	1	1	2	3	4	0	11
4.5 Internal quality control review of results with consulting team, and performance of adjustments as required.	3	3	3	3	3	0	15
4.6 Prepare for and review results with City staff during web-based interactive work session.	3	0	3	3	3	0	12
4.7 Make adjustments based upon input from City staff in the prior sub-task and distribute workbook of preliminary results and	0	0	1	2	3	0	6
4.8 Prepare for and meet with City staff in web-based interactive work session to review adjusted results and discuss implementation	2	0	2	2	2	0	8
4.9 Perform adjustments based upon City staff input and finalize recommendations for miscellaneous fees.	0	0	1	1	2	0	4



City of Palm Coast, Florida
 Comprehensive Utility Rate & Financial Services
 Project Work Plan and Cost Estimate Schedule

Project Tasks	Estimated Labor-Hours						Total Project
	Project Principal	Technical Advisor	Project Manager	Project Consultant	Project Analyst	Clerical	
	Burnham	Dykstra	Grau	Various	Various	Various	
Expenses Printing & Data Management/Storage Costs	\$0		\$0			\$200	\$200
Task 5 Retail Rate Structure Analysis							
5.1 Compare water and sewer rates with other similarly sized utilities, and certain surrounding utilities in Flagler, St. Johns, and	0	1	1	2	2	5	11
5.2 Conduct a diagnostic analysis of the current retail water and wastewater rate structures for all customer classes to identify strengths and weaknesses in terms of but not limited to the following criteria:	2	1	3	1	0	0	7
o Compliance with legal precedent and generally accepted industry practices and trends (national and local).							
o Fair and equitable distribution of costs to customers in proportion to the benefit received and/or demand placed on the system.							
o Consistency with policies and management objectives regarding such things as affordability, conservation, economic development, etc.							
o Fiscal stability/risk of the utility.							
o Ease of administration and understanding to City staff and customers.							
o Special fees for establishing reserves, debt service recovery, contributions to other funds, and other specific cost requirements							
5.3 Input all budgeted operating and capital cost requirements for water and sewer into cost allocation and rate design model.	0	0	1	1	2	0	4
5.4 Allocate costs to each service (water and sewer) based upon appropriate allocation criteria, and then to fixed and variable	1	1	2	3	2	0	9
5.5 Create and populate tables/summaries of cost allocation results versus current revenues for each service.	0	0	1	2	3	0	6
5.6 Load billing history data into model, create a bill frequency analysis, and perform revenue test to ensure accuracy of data.	0	1	2	3	4	0	10
5.7 Run the model and prepare alternative rate structures based upon results of diagnostic evaluation in Task 5.2.	1	0	2	3	3	0	9
5.8 Prepare a customer impact analysis to compare alternative water and sewer rates for each customer class to existing rates.	0	0	1	2	3	0	6
5.9 Perform internal review of results to make adjustments and prepare final scenarios for review with City staff.	3	4	3	3	4	0	17
5.10 Prepare for and review results with City staff during web-based interactive work session.	3	0	3	3	3	0	12
5.11 Make adjustments based upon input from City staff in the prior sub-task and distribute workbook of preliminary results	0	1	1	2	3	0	7
5.12 Prepare for and meet with City staff in web-based interactive work session to review adjusted results.	2	0	2	2	2	0	8
5.13 Perform adjustments based upon City staff input and finalize alternative rate structure options.	0	0	1	1	2	0	4
Expenses Printing & Data Management/Storage Costs	\$0		\$0			\$200	\$200
Task 6 Billing System & Ordinance Review							
6.1 Review existing billing practices and make recommendations for areas of improvement, including additional information to enhance	1	0	3	2	1	0	7
6.2 Assist with billing system testing of potential rate structure modifications and creation of data extraction reports for future rate	1	1	2	3	2	0	9
6.3 Provide assistance to develop rate ordinance revisions to adopt multi-year rate structure and fee schedules, including providing the	2	0	3	2	1	1	9
Expenses N/A	\$0		\$0			\$0	\$0
Task 7 City Manager & Council Presentations							
7.1 Prepare a PowerPoint presentation to present the results of Tasks 1-6 to City Council.	2	1	4	2	2	2	13
7.2 Review the draft presentation and results with the City Manager and perform final adjustments.	2	0	3	2	1	1	9
7.3 Present the results of the Study to the City Council in two workshops/meetings.	6	0	6	0	0	0	12
7.4 Prepare additional scenarios and/or make adjustments to analysis based upon City Council input.	1	1	2	3	3	0	10
7.5 Attend one public hearing for consideration of adoption of the recommended rates.	3	0	3	0	0	0	6
Expenses Travel to 3 City Council Meetings and 1 meeting with City Manager.	\$800		\$400			\$0	\$1,200
Task 8 Utility Rate Study Report							
8.1 Prepare a Draft Report to document the results of the Tasks 1 - 6.	3	2	8	6	3	2	24
8.2 Incorporate comments from City Staff into a Final Draft Report.	1	1	4	3	2	1	12
8.3 Make adjustments based upon input from City Staff, Management, and Council and prepare the Final Report.	1	1	3	2	1	1	9
Expenses Printing & Binding Expenses for Report	\$0		\$0			\$300	\$300
WORK ELEMENT II: OTHER SERVICES							
Task 9 Various Financial Services (As Needed)							
9.1 Provide Bond Feasibility reports or other reports required for the issuance of new debt as requested.						At Hourly Rates as Required	0
9.2 Participate in periodic meetings and formal presentations including progress reviews, Council presentations & public hearings as						At Hourly Rates as Required	0
9.3 Analysis, spreadsheet or cloud-based tool development, reports, and consulting related to rate and financial matters, including						At Hourly Rates as Required	0
9.4 Additional work necessary to assist in maintaining sufficient revenues to continue operation of the City's utilities.						At Hourly Rates as Required	0
9.5 Technical support, data storage, IT costs, updates, quality control, and assistance performing analysis using any modeling tools, as						At Hourly Rates as Required	0
Total Estimated Labor Hours	83	47	155	152	166	22	625
Total Estimated Consulting Fee	\$28,054	\$15,886	\$33,945	\$26,144	\$22,078	\$2,288	\$128,395
Total Estimated Expenses							\$4,100
Total Not to Exceed Fee							\$132,495

Hourly Rates

Project Principal	\$338
Technical Advisor	\$338
Project Manager	\$219
Project Consultant	\$172
Project Analyst	\$133
Clerical	\$104

City of Palm Coast, Florida Agenda Item

Agenda Date: February 8, 2022

Department	STORMWATER	Amount
Item Key	13102	Account
Subject	PRESENTATION-PUBLIC WORKS MASTER PLAN UPDATE	
Presenter:	Carl Cote	
Background :	<p>COUNCIL PRIORITY: D. Service Delivery and Efficiency</p> <p>1) Ensure that the Public Works Facility is top priority facility project and commence with initial improvements based on Capital Improvement Plan timeline.</p> <p>The existing Public Works facility does not meet current operational needs and is deficient in safety, technology, capacity, traffic flow, and workflow. In order to continue providing a high level of service to our residents and to address current and future needs of the community, a new public works facility is needed. City Council conducted a site visit of the current public works facility in 2016. Council determined that the current facility underserves the needs of public works, and approved a “needs analysis” to be conducted. The City had a master plan study completed to identify needs and to ensure that such improvements can be implemented in a fiscally responsible manner. The “needs analysis” was prepared and presented to Council in FY16. The masterplan study was prepared and presented to City Council in FY 17. The intent is to construct the improvements in phases. In order to move forward with City Council’s initiative to ensure that the public works facility is a top priority facility project and commence with initial improvements.</p> <p>On May 19, 2020 City Council approved an agreement with Pond & Company, in the amount of \$1,985,798.11, for design and construction administration services as well as an Agreement with Gilbane Building Company, in the amount of \$99,860.00, for pre-construction services and to set fees for construction phase services at 4.25% of the total cost of the project.</p> <p>The scope of work included updating and validating the Master Plan. The 2017 Master Plan maximized the property to accommodate use for the next 10-20 years at which time satellite campus(s) would be created to handle future growth and needs. Upon the presentation of the project update to City Council staff was directed to evaluate options to expand the area of the existing site or identify other sites suitable for current and long term future needs of a Facility to serve Public Works, Stormwater & Engineering and Parks Maintenance in a single location as well as to evaluate ability to incorporate the Utility Department. On October 13, 2020 staff presented findings of two options; one that modified and expanded the existing public works property that entails a land exchange & purchase of property and the second option is to utilize existing park land and purchase of some private lands to provide better circulation and connection to city utility property and to provide land for future recreational needs.</p> <p>On October 20, 2020 City Council approved a not-to-exceed amount of \$130,000.00 to</p>	

complete a due diligence analysis for expenses associated with appraisals, floodplain modeling, environmental assessments, engineering and other services that may be necessary to determine the cost implications including but not limited to wetland and floodplain impacts as well as to negotiate and establish costs for property purchases. City Council also requested that operation impacts of site locations as well as consolidating operations of City staff (Public Works, Parks & Recreation, Utility and Stormwater & Engineering) be evaluated and compared to determine operational impacts of current location(s) versus Option A and Option B based upon current conditions as well as the projected future development service needs.

On February 9, 2021, City Staff presented and update on the due diligence status and information that had been collected to date. City Council directed staff to proceed with locating the Public Works Facility (Option B) on property north of Peavy Grade and adjacent of the City Waster Water Plant #2 and Water Plant #3. This option requires purchasing of additional lands to provide traffic circulation connections to the north and the south, to provide enough developable acreage to accommodate future needs and to provide alternate park lands as the city property proposed to be utilized was identified as a future sports complex as part of the DRI. As part of the land purchase analysis city staff spoke with adjacent property owners/developers along the northern boundary to ascertain how western development would be accessed so that the appropriate lands could be obtained and so that development of the public works site could accommodate this as part of the master planning process.

On April 6, 2021, City Council approved the purchase of lands, 139.92+/- acres, associated with the public works project. Funding for the purchase of lands was not included in the current budget, however, there was some funding identified to begin construction. Due to the change in project programming and new site location, construction will not begin this year therefore those funds were utilized for the land purchase. A portion of the land purchased will be able to be associated with adding roadway capacity to extend Matanzas Woods to the west, therefore transportation impact fee funds were allocated for the purchase of those lands.

On April 6, 2021, City Council approved a contract amendment of the design contract to perform a Master Plan Study, Survey and Environmental services, in the amount of \$356,618.00, that includes a contingency of \$30,000.00 for additional services that may be necessary, including, but not limited to geotechnical work. This will include creating a program and space needs analysis for the Utility Department, obtain survey & environmental information for the entire site, analyze traffic circulation route options and site layout options of the various facilities and functions to determine a recommended site layout and phasing plan that will accommodate current & future operational and facility needs for the new site location.

This item is to present City Council with the updated Master Plan layout. City staff intends to present an implementation plan at an upcoming City Council Workshop.

Recommended Action :
FOR COUNCIL PRESENTATION ONLY.



**PUBLIC WORKS
FACILITY**

PROJECT TEAM



MASTER PLAN IMPLEMENTATION

- Phase IA – Design
 - Obtain Easement / Access to Industry Drive
 - Site Visits of Various Public Works Facilities
 - Update & Validate Master Plan
 - Design Documents:
 - Phase I: 100%
 - Phase II: 60%
- Phase IB - Construction
 - Establish Guaranteed Maximum Price (GMP)
- Phase II+
 - Remaining Work Based on Constructability & Available Funding

Site Visits

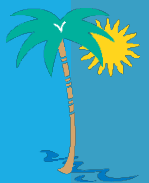
Site Visits

- Sumter County Facility
 - Older Facility, APWA Certified
- Manatee County Facility (2 Sites)
 - Older Facility (currently in process of creating a new facility)
 - New Transportation Fleet Facility
 - APWA Certification Process Underway
- St. Johns County Facility
 - New Facility (2 of 3 phases constructed)
- City of Gainesville Fleet Facility (*previous visit by city staff*)
 - New Facility

Site Visits

- **Functions / Purpose**
 - Mission, User Groups, Operations – Fueling, Energy, Emergency
- **Lessons Learned**
 - Hardening Methodology, Material and Equipment & Maintenance
 - What Works Well and What Does Not
 - Wish List
 - Security
- **Sustainability / Innovative Technology / Future Adaptability**
 - LEED or other Certification
 - Infrastructure & Other Modifications
- **Funding**
 - Grants & Funds utilized for project

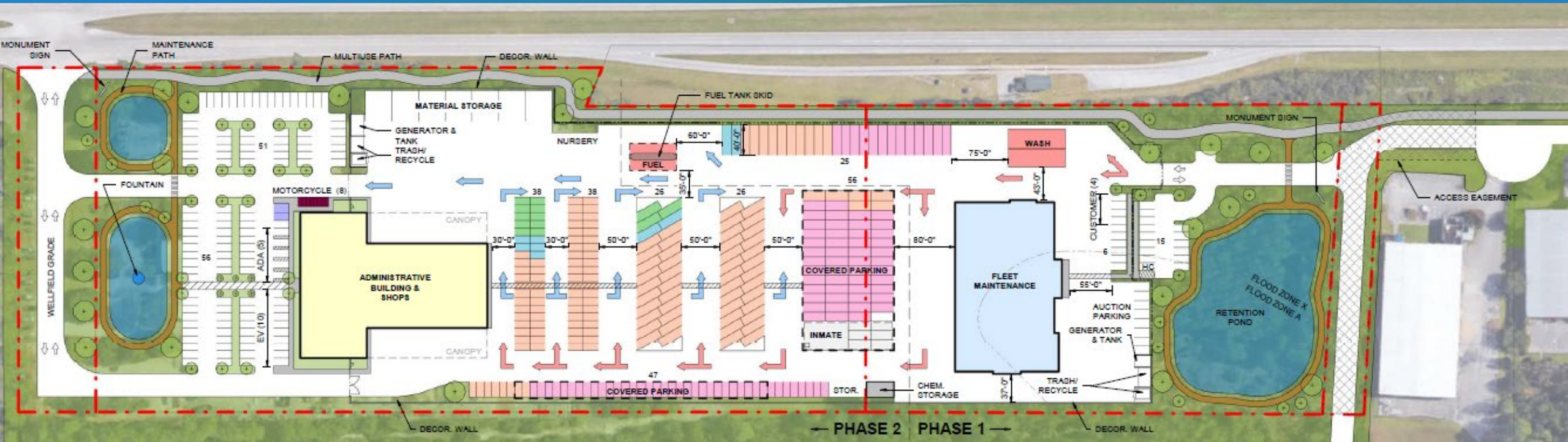
Master Plan



MASTER PLAN UPDATE & VALIDATION

- **Organizational Changes**
 - New City Manager & Public Works Director, other Operational Staff Changes
 - Stormwater Maintenance Staff Moved to New Stormwater & Engineering Department
 - Parks Maintenance Staff Moved to Parks & Recreation Department
- **Enhanced Stormwater Plan**
 - Added Staff & Equipment
- **Update** (*questionnaires, site visits & interviews*)
 - Staff & Equipment
 - Operation

PUBLIC WORKS MASTER PLAN – 2020 Update



MASTER PLAN – SITE OPTIONS

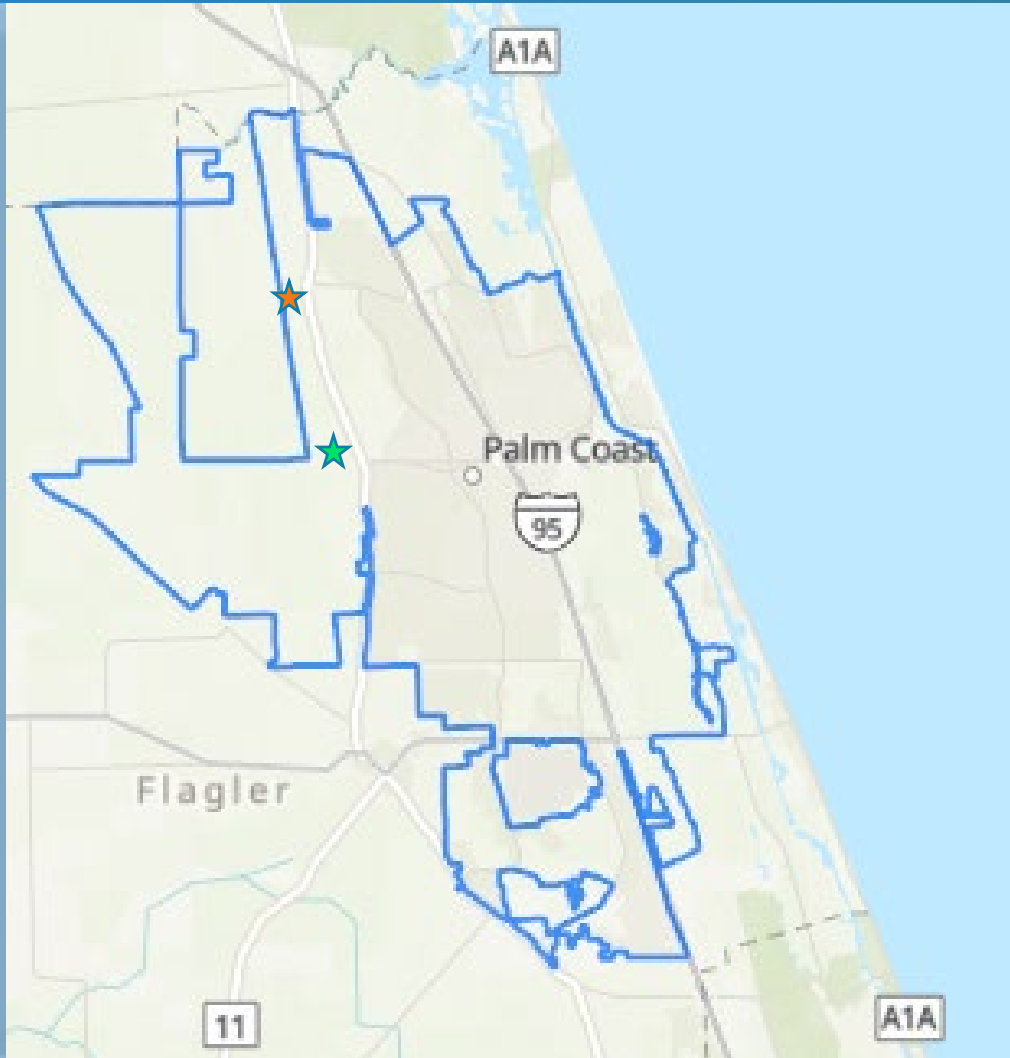
Option A Existing Location

- Land Exchange
- Property Purchase

Option B Alternate City Land

- Existing Site, US1 – North
- Property Purchase

MASTER PLAN – SITE OPTIONS



- Existing Site
 - ★ Option A
- Alternate Site
 - ★ Option B

MASTER PLAN – NEW SITE

Summary

- Consolidates Departments to a Single Location (*Public Works, Utility, Stormwater & Engineering*)
- Provides Expansion for Long Range Needs (*50+ Years*)
- Accommodates Future Extension of Matanzas Woods Parkway
- Construction to be done in Phases (*Implementation Plan to come back March 8th*)



PROJECT FUNDING

Summary

- Current Funding Identified in CIP

CAPITAL PROJECTS FUND	FY 22 Budget	FY 23	FY 24	FY 25	FY 26	FY 27-31
Public Works Facility	5,415,000	7,920,000	3,100,000	450,000	5,300,000	13,425,000

- Additional Available Funding:

- General Fund – Fund balance transfer \$2.5M from FY 2021 revenues in excess of expenditures

- Total Funding – Phase One: \$16,435,000

- Design & Permitting: \$2,560,000
- Wetland Impacts: TBD (additional cost)
- Construction: \$13,875,000



NEXT STEPS

- February 15th – Resolution to Appropriate Fund Balance and Allocate to the Project
- March 8th – Presentation of Phasing / Implementation Plan



Agenda Item

Agenda Date: February 8, 2022

Department PLANNING Item Key 13104	Amount Account #
Subject RESOLUTION 2022-XX APPROVING A CONCESSION LEASE AGREEMENT WITH THE GREEN LION CAFÉ, LLC FOR FOOD AND BEVERAGE CONCESSIONS AT PALM HARBOR GOLF COURSE	
Presenter: Jason DeLorenzo, Chief Development Officer	
Background : The Green Lion Café, LLC has operated the food and beverage concession at Palm Harbor Golf Club since 2017. On April 13, 2021, the owners indicated, in writing, their desire to extend the concession lease, as allowed in the current contract, for an additional five years. On August 27, 2021 negotiations commenced with the intention of retaining The Green Lion Café, as the food and beverage concession provider. Negotiations concluded, after several meetings, with the draft Concession Lease Agreement provided herein. When negotiating the Agreement, staff did so with understanding of Council's prior discussion of the current lease amount and a desire to raise the amount of the lease closer to market value. Staff was also mindful of the current minimal lease amount and finding a path that considered the Green Lion Café's prior investment, COVID related closure and economic conditions, and structural conditions and limitations of the facility. Major changes in the Agreement include: <ul style="list-style-type: none">• Several cleanup items related to the original RFP.• A clarification of utility payment responsibilities.• Required collaboration for operational changes, facility maintenance and event schedules.• A 653.25 sq. ft. reduction of the leased space to 1,998 sq. ft. to better match current operations.• A schedule to increase the lease each year to an amount more consistent with market value. The attached draft Concession Lease Agreement is still under final legal review. Any revisions made will be provided to Council for consideration at the February 15, 2022 Business Meeting.	
Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING A CONCESSION LEASE AGREEMENT WITH THE GREEN LION CAFÉ, LLC, FOR FOOD AND BEVERAGE CONCESSIONS AT PALM HARBOR GOLF COURSE	



Concession Lease Agreement for Palm Harbor Golf Course

February 8th, 2022

History of Food and Beverage

- Concessions originally included in Kemper management contract
- 2017 City took over course management
- City issued an RFP for food and beverage concessions
- Current provider was selected and a concession lease agreement was negotiated by the City Manager



Current Agreement



- The Green Lion Café, LLC
- Originated in 2017
- First 5 year term ends in August
- \$600/month
- City paid utilities
 - Water / sewer
 - Electric
 - Propane
 - Solid Waste
- Owner desires to continue operation



Staff Desired Outcomes

- Negotiate in good faith to retain tenant
- Meet City Council's previously discussed desire to attain a market rate lease
- Find a fair path to accelerate to market rate
- Cleanup old RFP related language
- Set clear expectations for both parties
 - Communication
 - Requirements for Golf Operations
 - Maintenance of facility
 - Concerns related to timely repairs



Significant Changes to Agreement

- Removed outdated language related to the RFP
- Clarification of utility costs
 - City: water, electric, solid waste
 - Tenant: propane, business internet
- Required collaboration
 - Facility operational changes
 - Maintenance
 - Golf event schedules



Significant Changes to Agreement

- Reduction of total leased space



AREA	GROSS SQ. FT.	% DISC	ADJ SQ. FT.
Kitchen Office – 8.5'X14'	119	0%	119.00
Indoor Dining – 22'X31'	682	0%	682.00
Kitchen – 14.5'X29'	420.5	0%	420.50
Patio – 19.5'X67'	1306.5	50%	653.25
Bar – 8.5'X14.5'	123.25	0%	123.25
Fenced storage area – 5'X21'	105	100%	0.00
Maintenance Garage storage closet – 8'X12'	96	100%	0.00
		TOTAL	1998.00



Significant Changes to Agreement

- Monthly lease fee first 5 years
 - September 1, 2022: \$1,207.13
 - September 1, 2023: \$1,448.55
 - September 1, 2024: \$1,738.26
 - September 1, 2025: \$2,085.91
 - September 1, 2026: \$2,503.09
- May be renewed for another 5 years upon mutual agreement
- If renewed, an adjustment based on the June CPI with a floor of 0% and a maximum increase of 3% will apply annually



Questions?



RESOLUTION 2022-____
CONCESSION LEASE AGREEMENT
FOR THE PALM HARBOR GOLF COURSE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONCESSION LEASE AGREEMENT WITH THE GREEN LION CAFÉ, LLC; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast owns the Palm Harbor Golf Course; and

WHEREAS, the Green Lion Café, LLC desires to provide food and beverage services for the Palm Harbor Golf Course; and

WHEREAS, the City Council of the City of Palm Coast desires to enter into this Concession Lease Agreement with the Green Lion Café, LLC for food and beverage services at the Palm Harbor Golf Course.

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

SECTION 1. APPROVAL OF THE AGREEMENT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the Concession Lease Agreement with the Green Lion Café, LLC for food and beverage services at the Palm Harbor Golf Course, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The City Manager or designee is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 5. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 15th day of February 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Concession Lease Agreement-Green Lion Café, LLC

CONCESSION LEASE AGREEMENT

THIS CONCESSION LEASE AGREEMENT ("Agreement") made and entered into this 1st day of September, 2022 ("Effective Date") by and between **The Green Lion Cafe, LLC** a Florida corporation, with offices at 501 N. Oceanshore Blvd. Flagler Beach, FL 32136, ("Tenant"), and the **City of Palm Coast**, a Florida municipal corporation, with offices at 160 Lake Avenue, Palm Coast, Florida 32164, herein called ("City").

W I T N E S S E T H:

WHEREAS, City controls, owns, operates, and maintains a golf course in the City of Palm Coast, Florida known as the Palm Harbor Golf Course ("Golf Course"), with the power to grant rights and privileges with respect thereto, and

WHEREAS, Tenant is engaged in the business of operating Food and Beverage facilities as a service to the public, and

WHEREAS, City, on the terms and conditions herein contained, is willing to grant to Tenant the right to operate the food and beverage concession at the Golf Course;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, City and Tenant agree as follows:

1. Leased Premises.

- A.** City hereby provides Tenant with concession space and concession related operating and storage space located within the Palm Harbor Clubhouse ("Clubhouse") at the Palm Harbor Golf Course ("Golf Course"), 100 Cooper Lane, Palm Coast, Florida 32137 ("Leased Premises") as detailed in "Exhibit A", Description of Leased Premises, attached hereto and incorporated herein by reference. The Leased Premises are provided to Tenant "as is". All improvements Tenant has made or may make to the Leased Premises are at the sole cost of Tenant and must be pre-approved in writing by City.
- B.** During the term of this Agreement, Tenant shall, at its own cost and expense, and to the satisfaction of the City, provide normal and routine daily maintenance of the Leased Premises, designed to keep both Leased Premises and any equipment or fixtures located thereon clean, in good working order, sanitary and in a safe condition, free from hazardous conditions and deterioration, thus providing for the comfort and safety of visitors and patrons. The standard to be used shall be consistent with both a high-quality public golf course and a high quality food and beverage concession operation. For the avoidance of doubt, it is the intention of the parties that Tenant is responsible for the condition of the Leased Premises including any furniture, fixtures, equipment, and other property contained therein. All repairs and all replacements shall be at Tenant's cost and expense. Tenant is also solely responsible for any damages to the Clubhouse structure, including, but not limited to, foundational damages, pipe damages, and electrical wiring damages, to the extent such damages are caused by Tenant's negligent and/or reckless acts and/or omissions in the operation of Tenant's business.

- C. Tenant acknowledges that from time to time, special events, group outings and City golf programs (“Events”) take place at the Golf Course that may require catering services on site. At least one time per year, Tenant shall publish a menu of catering options. Such options shall be at comparable market rates as other caterers in Flagler County. Upon sixty (60) days advance notice to Tenant, Tenant shall accommodate the catering needs of such Events and shall provide adequate seating space within the Leased Premises. In those circumstances where sixty (60) days advance notice is not possible to provide, Tenant shall use commercially reasonable efforts to cooperate with and accommodate the Event sponsor’s catering needs. This Agreement does not preclude the City from hiring and utilizing an outside catering business to cater Events in the event Tenant cannot meet the City’s catering needs pursuant to this Agreement.
- D. Upon written approval of City, kiosks, patio-type tables and similar facilities may be located in other areas of the Golf Course if doing so is warranted for enhanced customer service, and does not interfere with other Golf Course activities. In addition, City may provide Tenant with access to additional storage facilities located in other areas of the Golf Course outside of the Leased Premises.
- E. Upon written approval by City and after obtaining any required permits, Tenant may put signage on the Clubhouse. All signage shall be in accordance with local law.
- F. In addition to the use of the Leased Premises as described herein, Tenant shall possess a non-exclusive right of ingress and egress to and from the Leased Premises as may be necessary on through areas designated by the City, subject to Golf Course rules and regulations, including security regulations, as may be amended from time to time, provided that Tenant’s exercise of such right shall not impede or interfere unduly with the operation of the Golf Course by City, its patrons and other authorized occupants.
- G. Tenant shall also have the right to the use of reasonably adequate parking facilities for its employees employed at the Golf Course in common with other employees, which facilities shall be located in an area designated by the City for employee parking. Only Tenant employees assigned to this concession shall use the employee parking facilities.
- H. City shall have the right to enter upon the Golf Course, including the Leased Premises, at all times for any purpose, including without limitation, inspecting the Golf Course or the Leased Premises or for making improvements or repairs thereto or thereon.
- I. Tenant shall not place or install any racks, stands or other display of merchandise or trade fixtures in any Golf Course property outside the Leased Premises without the express prior written consent of City.
- J. Tenant acknowledges and agrees that City shall have the right at all times to change, alter, expand, and contract the Golf Course. Notwithstanding the foregoing, any changes that will affect the Leased Premises, except changes

needed for immediate health and safety reasons, will be made after first providing Tenant with at least sixty days (60) notice and an opportunity to consult and collaborate. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that the Golf Course (i) may from time to time hereafter undergo renovation, construction, and other modifications; and (ii) the City may from time to time adopt rules and regulations relating to security and other operational concerns that may affect Tenant's business.

- K. City will, in its sole discretion, maintain the Golf Course, establish and enforce Golf Course rules and regulations, temporarily close portions of the Golf Course for maintenance purposes, and make changes to the Golf Course including changes in the location of driveways, entrances, exits, parking spaces, parking areas, and the direction of the flow of traffic.
- L. Notwithstanding Section 1.J above, Tenant hereby waives all claims against City and releases City from all losses that Tenant may suffer or incur arising out of or in connection with any changes to the Golf Course or any portion of the Golf Course, including the Leased Premises, and Tenant further agrees that Tenant will not be entitled to any rent abatement or any other rent relief in connection with said changes.
- M. Tenant shall not make any alterations, additions, or other improvements to the Leased Premises or any part thereof, without first obtaining the written consent of City. Authorized alterations, or additions, and/or other improvements, including replacements of equipment, shall be made at Tenant's sole cost and expense. Alterations, additions, and other improvements which are part of the structure or a fixture to the structure shall become the property of City at the expiration or termination of this Agreement. Tenant is responsible for ensuring that all required permits are issued prior to any such alterations, additions or other improvements. Any permits required for such alterations, additions and/or improvements shall be at Tenant's sole cost and expense. Tenant shall not have the right to create or permit the creation of any lien attaching to interest in the Leased Premises as a result of any construction, alterations or additions. Nothing in this Agreement shall be interpreted as granting City approval or consent for any permits, development orders, licenses or other certifications that may be required by law.
- N. Upon sixty (60) days advance written notice by Tenant to City, and written approval by City, which approval shall be not be unreasonably withheld, Tenant may use the greens in front of the Leased Premises for events. Such use must not negatively impact golf operations.
- O. Upon request by City, Tenant will provide an annual report including a statement of revenues and expenses (detailed by revenue and expense line item), a balance sheet and a statement of cash flows, all certified as true and correct by an outside accounting firm to City within of City's request.

2. Concession Rights Granted

- A. For and in consideration of the prompt payment of the compensation to City as hereinafter provided, City hereby grants to Tenant, subject to all of the terms and

conditions herein, the exclusive right and obligation to operate and maintain the food and beverage services operation as set forth herein.

- B. Tenant shall not use nor permit the Leased Premises to be used for any purpose other than as set forth herein except with the prior written consent of City, nor for any use in violation of any applicable present or future law, ordinance, rule or regulation of any governmental authority, agency, department or officer thereof.
- C. **Right of First Refusal.** If during the term of this Agreement, City builds or otherwise obtains a new golf clubhouse facility and removes the existing clubhouse including the Leased Premises, Tenant will have the first right of refusal to lease that space within the new clubhouse that City intends to be used for a concession operation. Such offer by Tenant must be at the then current market square foot lease rates for similar space within Flagler, Volusia and St. Johns Counties in Florida.

3. Tenant Responsibilities and Standards of Conduct

- A. Tenant shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the Tenant under this Agreement as well as the conduct of its staff, personnel, employees, and agents.
- B. Tenant shall maintain standard business practices consistent with golf clubhouse operations including, but not limited to, uniforms, menus, concept design, pricing, training, and internal staff meetings.
- C. Tenant shall have an experienced manager on the Leased Premises at all times Tenant is open for business.
- D. During the term of this Agreement, Tenant must maintain its own liquor license.
- E. Tenant must post all prices charged for food and beverages at locations where fees are normally paid or readily made available to the general public. Tenant will charge market-rate prices for food and beverages.
- F. If the City determines that any employee or representative of Tenant is demonstrating improper conduct inconsistent with the requirements of this Agreement, has engaged in criminal activity, or is otherwise interfering with golf course operations, the City shall so notify the Tenant in writing. Tenant shall immediately remove such employee or representative of the Tenant from the Leased Premises.
- G. Tenant agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services and rights granted hereunder. All equipment, devices, and material, utilized by Tenant, shall be installed and used in accordance with the listed limitations and the manufacturers' instructions.
- H. Tenant shall ensure that all services hereunder are provided after the Tenant has obtained, at its sole and exclusive expense, any and all permits, licenses,

permissions, approvals or similar consents from all applicable federal, state and local agencies.

- I. Tenant shall operate and be open seven days a week for the following minimum hours during the term of this Agreement and any renewals thereof:
 - December through March – 7:00 am to 5:00 pm
 - April through November – 7:00 am to 6:00 pm

Tenant shall have the option to extend such hours upon City approval provided that such hours do not extend before 7:00 am or later than 11:00 pm. Operations may be closed for Thanksgiving and December 24 and December 25. Such closures shall be noticed to the public no less than one week in advance.

- J. City will provide the following utilities: electricity, refuse, and water/sewer for the Leased Premises. City will provide hot water booster as needed for Tenant to comply with health and safety regulations. Tenant is responsible for all other utilities including, but not limited to, propane, telecom, internet and any facility/food and beverage reservation system for the Lease Premises.

- K. Tenant is responsible for required inspections of any fire suppression equipment and range hood inspections within the Leased Premises.

- L. Tenant is responsible for transferring its refuse from the storage area to the dumpster located at the Golf Course maintenance building at the close of business each day. Tenant shall ensure that there is no refuse in the storage area adjacent to the Clubhouse remaining overnight. City may provide use of City golf utility vehicles during Golf Course business hours for the purpose of transferring the refuse, if such vehicles are available. After Golf Course business hours and when not available during Golf Course business hours, Tenant is responsible for its method of transferring the refuse. Further, repairs or replacement of City golf utility vehicles resulting from damage caused by Tenant's use of the City golf utility vehicles shall be at Tenant's sole cost and expense.

- M. Live music is permitted between the hours of 10am – 8pm. Live music may not exceed a volume considered disruptive, as determined by City, to golf course operations and the neighboring residential uses.

- N. Tenant and City agree to meet on a quarterly basis to discuss and coordinate services and upcoming events.

4. **Compensation.** Tenant shall compensate the City on a monthly basis for the Leased Premises in accordance with Exhibit B, Pricing, attached hereto and incorporated herein by reference.

5. **Term and Termination.**

- A. Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall continue in effect for five (5) years ("Term") until August 31, 2027, with an option to renew for an additional five year period upon mutual agreement in writing of Tenant and City.

- B.** In the event that Tenant, without request or objection by City, shall continue to occupy the Leased Premises beyond the Term of this Agreement, such holding over shall not constitute a renewal of this Agreement, but shall be considered a month-to-month tenancy only upon all terms and conditions of this Agreement. No such holdover shall be deemed to operate as renewal or extension of the Term. Such month-to-month tenancy may be terminated by City or Tenant by giving thirty (30) days' written notice of said termination to the other party at any time. Tenant will have no rights to renew or extend the term of this Agreement.
- C.** City shall have the right to terminate this Agreement for material breach by way of a written notice, in the event Tenant defaults on any of its obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of default. Notwithstanding the foregoing, City shall have the right to immediately terminate without the thirty (30) day cure period, should Tenant be shut down by the State health department, or other authorized health and safety authority, except if the shutdown is due to structural reasons or other reasons not the fault of Tenant. Material breaches of this Agreement include but are not limited to, (i) failure to pay rent and applicable taxes within thirty (30) days of the due date, (ii) insolvency, abandonment/vacancy of the leased premises for a period of thirty (30) consecutive days, (iii) conviction of any principal, manager, officer or director of Tenant for any felony or second or third degree misdemeanor shall be violations of this Agreement, (iv) failure to maintain the required insurance coverage as per Section 7 of this Agreement (v) subletting the Leased Premises and (vi) appointment of a receiver over the Tenant's assets.
- D.** Upon receipt of a notice for any termination herein, the parties shall cooperate with each other and use all commercially reasonable efforts to effect a smooth transition process. Tenant shall return and make available to City all supplies, equipment, materials, inventory, fixtures and other property provided by City to Tenant and vacate the Leased Premises before the date indicated in the notice of termination. Tenant may take any equipment that it purchased by Tenant for use at the Leased Premises. However, if Tenant determines to sell the equipment, it shall give City first right of refusal to purchase any or all such equipment at the then current market value.

6. Indemnification

- A.** Tenant shall indemnify, hold harmless, and defend the City, from and against any and all claims, damages, losses, and expenses including, but not limited to, attorney's fees, arising out of or resulting from the performance or provision for services under this Agreement, including damage to persons or property, provided that same is caused in whole or part by the error, omission, negligent act, failure to act, malfeasance, misfeasance, conduct, or misconduct of Tenant, its agents, servants, officers, officials, employees, or subcontractors.
- B.** Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, Florida Statutes.
- C.** In claims against any person or entity indemnified under this Section by an employee of Tenant or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the

indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Tenant or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.

- D. The execution of this Agreement by Tenant shall obligate the Tenant to comply with the indemnification provision in this Agreement; however, the Tenant must also comply with the provisions of this Agreement relating to insurance coverage. This obligation shall survive the termination or expiration of this Agreement.

7. Bonds and Insurance

- A. Tenant, at its sole cost and expense, shall, at all times, maintain insurance and bonds as set forth in Exhibit C, Insurance Requirements
- B. If Tenant fails to maintain the required bonds and insurance coverage and City does not elect to obtain the necessary coverage on Tenant's account, the City may deny Tenant entry to the Golf Course and may treat such failure to maintain insurance coverage as an immediate voluntary termination of this Agreement by Tenant.

- 8. **Notice** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

To Tenant at the following address:

Christopher Marlow, Director
TCC Marlow Enterprises, Inc.
501 N. Oceanshore Blvd.
P.O. Box 2225
Flagler Beach, FL 32136

To City at the following address:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

9. E-Verify Registration and Use

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Tenant shall register with and use the U.S. Department of Homeland Security's E-

Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all Tenant employees hired on and after January 1, 2021.

B. Subcontractors

(i) Tenant shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

(ii) Tenant shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

(iii) Tenant shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CITY upon request.

C. Tenant must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Tenant stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to City. Tenant shall be liable for all costs incurred by City to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

10. Public Records

A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If Tenant is either a “contractor” as defined in Section 119.0701(1)(a), Florida Statutes, or an “agency” as defined in Section 119.011(2), Florida Statutes, Tenant shall:

(i) Keep and maintain all public records required by City to perform the Services herein; and

(ii) Upon request from City’s custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and

(iii) 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 Agreement Term and following completion of the Agreement if Tenant does not transfer the records to City; and

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

B. All requests to inspect or copy public records relating to the Agreement shall be made directly to City. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to City. A contractor who fails to provide the public records to City within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, Tenant shall fully indemnify and hold harmless City, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from Tenant's failure to comply with these requirements.

C. IF THE TENANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE TENANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, ATTN: VIRGINIA SMITH, CITY CLERK, AT 386-986-3713, vsmith@palmcoastgov.com, 160 LAKE AVENUE, PALM COAST, FLORIDA 32164.

11. Miscellaneous

A. Assignment or Subletting. Tenant shall not assign this Agreement, any rights under this Agreement or any monies due or to become due hereunder nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City. Tenant is expressly prohibited from subletting the Leased Premises.

B. Choice of Law, Jurisdiction. This Agreement shall be interpreted and enforced under the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida. City and Tenant, in the event of litigation under this Agreement, hereby waive, to the fullest extent permitted by law, any right to a trial by jury.

C. Entire Agreement. As of the Effective Date above, this Agreement constitutes the entire understanding between City and Tenant and hereby replaces the prior Concession Agreement between the parties dated September 1, 2017. Neither this Agreement nor any provision hereof may be changed, modified, waived, discharged or terminated except by an instrument in writing signed by the party against whom the enforcement of any such change, modification, or amendment is sought.

D. Force Majeure Neither party shall be considered in default of performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by the following force majeure events ("Force Majeure Events: (a) acts of God; (b) flood fire, hurricanes, or forced closure due to a pandemic; (c) war, invasion, terrorist attacks or riots (d) government order or law; (e) national or regional emergency; and (g) other events beyond the reasonable control of the impacted party. If the Leased Premises are not usable as a result of a Force Majeure Event, the Lease Fee shall be abated until the Leased Premises is capable to return to use.

E. Legal Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the

prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney fees (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. This provision shall survive the termination or expiration of this Agreement.

- F. No Joint Venture or Partnership.** Nothing contained in this Agreement shall create or be deemed to create any partnership or joint venture relationship between City and Tenant, nor be construed to give City any interest in the business of Tenant, and Tenant shall have no power or right to obligate or bind City in any manner whatsoever.
- G. No Waiver.** In the event Tenant shall fail to perform any of the terms or conditions of this Agreement, City shall have all equitable and legal rights and remedies permitted by law, including, without limitation, the right to terminate this Agreement effective immediately. No waiver by City of any default or breach of this Agreement shall be considered a waiver of any other or subsequent default or breach.
- H. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

THE GREEN LION CAFÉ, LLC

CITY OF PALM COAST

By: _____

By: _____

Name: Christopher J. Marlow

Name: Denise Bevan

Title: Director

Title: Interim City Manager

Date: _____

Date: _____

DRAFT

Exhibit A
Description of Leased Premises

Leased Premises:

The Leased Premises located at the Palm Harbor Golf Course Clubhouse, 100 Cooper Lane, Palm Coast, Florida 32137, and includes the restaurant, made up of the indoor dining room with bar, the indoor kitchen, kitchen office and the outdoor patio. There is also an approximate 21' long by 5' wide outdoor fenced-in storage location adjacent to the west side of the Clubhouse included in the Leased Premises along with an additional private locked storage room of approximately 10' by 12' in the Golf Maintenance building. The legal capacity for the indoor dining room is 78 pursuant to the Fire Marshall's Capacity Rating.

Square Footage

For pricing purposes, the square footage of the Leased Premises is 1998 square foot as follows:

AREA	GROSS SQ. FT.	% DISC	ADJ SQ. FT.
Kitchen Office – 8.5'X14'	119	0%	119.00
Indoor Dining – 22'X31'	682	0%	682.00
Kitchen – 14.5'X29'	420.5	0%	420.50
Patio – 19.5'X67'	1306.5	50%	653.25
Bar – 8.5'X14.5'	123.25	0%	123.25
Fenced storage area – 5'X21'	105	100%	0.00
Maintenance Garage storage closet – 8'X12'	96	100%	0.00
		TOTAL	1998.00

**Exhibit B
Pricing**

Monthly Lease Fee Payment:

Beginning September 1, 2022, Tenant shall pay City a monthly Lease Fee of **\$1,207.13** (\$7.25 per SF x 1998 SF / 12 months). Such payment shall be due on the first day of the month. For example, the Lease Fee for September 2022 shall be paid on or before September 1, 2022.

On an annual basis, the then current Monthly Lease Fee shall be increased as follows every September 1st beginning on September 1, 2023 through and including September 1, 2026:

September 1, 2023: **\$1,448.55**
September 1, 2024: **\$1,738.26**
September 1, 2025: **\$2,085.91**
September 1, 2026: **\$2,503.09**

Should the Agreement be renewed at the conclusion of the initial 5 year term, each year thereafter on September 1st the Monthly Lease Fee shall be adjusted based on the June Consumer Price Index (CPI) with a floor adjustment of 0.00% and a maximum increase of 3.0%

**Exhibit C
INSURANCE AND BOND
REQUIREMENTS**

1. GENERAL REQUIREMENTS.

- 1.1. Prior to performance under this Agreement, Tenant shall furnish City with a Certificate of Insurance evidencing the Property and Casualty (an all-risk policy for full replacement value of all Leased Preises improvements, structures, equipment and personal property, Liquor Liability Insurance, Pollution Liability Insurance, Workers' Compensation/Employer's Liability, Commercial General Liability, and Automobile Liability Insurance. The City, its officials, officers, and employees shall be named Loss Payee under the Property and Casualty Insurance and Additional Insured under the Commercial General Liability policy using CG 1185 or its equivalent, as well as additional insured under the business auto policy. The Certificate of Insurance shall provide that the City shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. The insurance provided by Tenant shall apply on a primary basis and any other insurance or self-insurance maintained by the City or the City's officials, officers, or employees shall be in excess of and not contributing with the insurance provided by or on behalf of the Tenant. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.
- 1.2. Tenant waives all rights against City for recovery of damages to the extent covered by Commercial General Liability, Commercial Umbrella Liability, Business Auto Liability or Workers Compensation and Employers Liability insurance maintained per requirements herein.
- 1.3. Compliance with the insurance requirements set forth herein shall not relieve Tenant, its employees or agents of liability from any indemnification obligation under this Agreement.
- 1.4. Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida. In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

2. COVERAGE AMOUNTS.

2.1. Workers' Compensation/Employer's Liability.

A. Workers Compensation Coverage SUPPLIER'S insurance shall cover Tenant for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements.

B. Employers Liability Coverage

\$500,000.00	(Each Accident)
\$500,000.00	(Disease-Each Employee)

\$500,000.00 (Disease-Policy Limit)

2.2. Commercial General Liability.

LIMITS

General Aggregate (per project)	\$2,000,000.00
Personal & Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

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

2.3. Automobile Liability Insurance.

LIMITS

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
---	----------------

2.4. Liquor Liability Insurance

LIMITS

\$1,000,000.00

2.5. Pollution Liability Insurance

LIMITS

\$1,000,000.00

2.6. Property and Casualty (an all-risk policy for full replacement value of all Leased Premises improvements, structures, equipment and personal property)

3. Bonds

Comprehensive Dishonesty, Destruction and Disappearance (3-D Bond): Tenant shall obtain and maintain throughout the term of this Agreement (including any renewal period) a 3-D Bond, or equivalent, in an amount not less than Two Hundred Thousand Dollars (\$200,000.00), or limit carried, whichever is greater, from a surety or insurance company authorized to conduct business in the City acceptable to the City covering as a minimum Depositor's Forgery and all employees who may handle funds or property in connection with the Golf Course.

City of Palm Coast, Florida Agenda Item

Agenda Date: February 8, 2022

Department PLANNING Item Key 13103	Amount Account #
Subject PRESENTATION UPDATE TO LEGISLATIVE PRIORITIES	
Presenter: Jason DeLorenzo, Chief Development Officer	
Background: On August 17, 2021 City Council approved the 2022 NEFRC Legislative Priorities which included: <ul style="list-style-type: none">• PEP system power restoration prioritization• Old Kings Road Phase 2 and 3 construction• Transportation access to the west Staff will provide Council with a six month progress update.	
ORIGINAL BACKGROUND FROM THE AUGUST 17, 2021 BUSINESS MEETING: The Northeast Florida Regional Council (NEFRC) has requested that each county submit its top legislative priorities for inclusion in NEFRC's 2022 Legislative Priorities publication by September 25, 2021. Flagler County has requested submission from each municipality by August 18, 2021 in a similar format as previous years. Attached are the 2021 Legislative Priorities.	
Recommended Action: PRESENTATION ONLY	

2022 Legislative Priorities Six Month Update

City Council Workshop
02-08-2022



2022 Council Priorities

As adopted August 17, 2022:

- PEP system power restoration prioritization
- Old Kings Road phase 2 and 3 construction
- Transportation access to the west

Priority 1 – Pep System Power Restoration Prioritization

Background

The city serves over 30,000 residents with Pretreatment Effluent Pumping (PEP) systems. Extended power outages cause large pumping expenses and health risk related to sewage backing up into homes.

Requested Action

Deem that the restoration of power for PEP Tank Service Areas is a lifeline function and power restoration is prioritized.

Effect

Ensure that all utility services including PEP systems recover from power outages quickly.

Priority 1 – Pep System Power Restoration Prioritization

Update

- Met with local FP&L representative on December 16th, 2021
 - We re-enforced our concern
 - They have an understanding of the issue
- Asking the EOC Manager to add to critical infrastructure list (CIF)
- Our lobbyist is setting a meeting with statewide FP&L contact

Potential Alternative

- Utility Department is working with a local solar energy company on a prototype to power PEP systems

Priority 2 – Old Kings Road Phase 2 and 3 Construction

Background

The Phase 2 and 3 construction funding request has been submitted to FDOT for consideration; however, neither are in the 5-year Work Plan.

Requested Action

Provide legislative support for District 5 FDOT to include Old Kings Road Phase 2 and 3 construction in 5-year Work Plan.

Effect

Build traffic capacity and directly aid alternate traffic patterns and evacuations.

Priority 2 – Old Kings Road Phase 2 and 3 Construction

Update

- Remains 3rd priority on River to Sea TPO project list
- Currently not included in the FDOT 5 year work plan
- Filed a direct appropriations request to the Florida Legislature
 - HB3967
 - \$17,900,000 for phase 2 and 3 construction
 - January 13th, 2022 the bill passed on 1st reading out of Infrastructure & Tourism Appropriations Subcommittee
 - Now in appropriations committee, vote not yet scheduled

Priority 3 – Transportation Access to the West

Background

The City is actively evaluating options for three additional westbound corridors at Matanzas Woods Parkway, Palm Coast Parkway, and Whiteview Parkway. Opening these corridors will promote economic opportunities in Palm Coast and Flagler County.

Requested Action

Support transportation projects that will improve access to large land tracts on the west side of Palm Coast.

Effect

Improved access to the west will provide opportunities for economic advancement.

Priority 3 – Transportation Access to the West

Update

- Land acquisition, survey and design preparations underway including northern access for the Public Works facility
- Filed a direct appropriations request to the Florida Legislature
 - HB3391
 - \$3, 140,000 for phase 1 construction
 - January 13th, 2022 the bill passed on 1st reading out of Infrastructure & Tourism Appropriations Subcommittee
 - Now in appropriations committee, vote not yet scheduled

Questions?



CITY OF PALM COAST LEGISLATIVE PRIORITIES

PEP SYSTEM POWER RESTORATION PRIORITIZATION

Background: Water and Wastewater facilities are critical infrastructures that serve a lifeline function providing indispensable services that enable the continuous operation of critical business and government functions. After experiencing several days of power outages from two hurricanes, maintaining service to over 14,000 residential Pretreatment Effluent Pumping (PEP) systems serving over 30,000 citizens became an increasingly urgent issue. These systems also serve 49 vulnerable residents with assisting living support. PEP systems are a critical element of the City's wastewater collection system, and Palm Coast maintains the largest inventory in the state. During Hurricane Irma at a cost of approximately \$750,000, pumping trucks and portable generators were quickly dispatched to add capacity to PEP tanks already at maximum limits. Unfortunately, the response could not reach all in need, and sewage backed into homes, an event that is not acceptable. These areas are primarily outside of evacuations zones and include the population that tends to stay during an event.

Request Action: Deem that the restoration of power for PEP Tank Service Areas is a lifeline function and power restoration is prioritized.

Effect: Ensure that all utility services including PEP systems recover from power outages quickly.

OLD KINGS ROAD PHASE 2 AND 3 CONSTRUCTION

Background: The City of Palm Coast doubled in population from 2000 to 2010, and by 2035 our population is expected to double again. Local funding challenges already make keeping pace with the rapid growth and maintenance of our network of over 1,200 lane miles difficult. Recognizing that the revenue generated by fuel tax has only increased by 15% over the last ten years, there is concern that funding will continue to be deficient and increasingly strained by vehicle efficiencies and other pressures. These challenges are most evident in the City's top priority transportation project, Old Kings Road widening, which began with FDOT in 2009. It serves as an alternate route to I-95 during closures and a primary connection to the Palm Coast Parkway commercial corridor. Phase 1, funded by FDOT in 2019, is currently under construction; however, the City had to postpone two FDOT funded projects to ensure sufficient funding for Phase 1 to occur. The Phase 2 and 3 construction funding request has been submitted to FDOT for consideration; however, both are not in the 5-year Work Plan. The River to Sea TPO Ranks the project as #3 of Prioritized Regionally Significant Non-SIS Projects. This critical project will

further expand evacuation zone capacity, add pedestrian paths on both sides, provide street lighting, accommodate alternate traffic patterns, and mitigate growth demands.

Request Action: Provide legislative support for District 5 FDOT to include Old Kings Road Phase 2 and 3 construction in 5-year Work Plan.

Effect: Build traffic capacity and directly aid alternate traffic patterns and evacuations.

TRANSPORTATION ACCESS TO THE WEST

Background: The FEC Railroad bisects Palm Coast running north/south just west of US1. There are approximately 12,000 acres of land within the Palm Coast municipal boundaries west of the railroad tracks with limited access. Currently, there are only two, at grade, railroad crossings within the city limits. The City is actively evaluating options for three additional westbound corridors at Matanzas Woods Parkway, Palm Coast Parkway, and Whiteview Parkway. Judicious transportation investments lower the costs of moving people and goods increasing economic productivity. Because productivity is a central component of economic growth, it should be a strong consideration when assessing the value of transportation expenditures. Opening these corridors will promote economic opportunities in Palm Coast and Flagler County.

Request Action: Support transportation projects that will improve access to large land tracts on the west side of Palm Coast.

Effect: Improved access to the west will provide opportunities for economic advancement.

City of Palm Coast, Florida Agenda Item

Agenda Date : February 8, 2022

Department Item Key	Amount Account #
Subject WORKSHEET	
Presenter : Virginia Smith, City Clerk	
Background :	
Recommended Action :	

February 15, 2022 BUSINESS MEETING			
1	Resolution	General Fund Budget Amendment	Alves
2	Resolution	Council Device/Cell/Email/Text Policy	City Attorney/City Manager
3	Presentation	Salt Water Canal update	Cote
4	Presentation	Career Source	Delorenzo /King
5	Resolution	Green Lion Contract	DeLorenzo
6	Resolution	Utility Rate Study Piggyback Palm Bay/Stantec	Flanagan
7	Resolution	Emergency water and wastewater construction services	Flanagan/Ashburn
8	Resolution	Piggyback for integrated fuel system solutions replacement of fuel tanks	Flanagan/ Rousell
9	Resolution	City Manager Search Update	Fuller
10	Resolution	Request for public naming of facilities	Johnston
11	Presentation	Mayors 30/30	Johnston
12	Resolution	Services contract with Solitude Lake Management for citywide fountain maintenance	Mancill
13	Resolution	Solid Waste Extension	Schweers
14	Appointment	BEAC Members	Smith
March 1, 2022 BUSINESS MEETING			
1	Resolution	State Revolving Fund Loan Agreement for Construction WWTP #2 Expansion	Blake
2	Resolution	Construction Contract WWTP2 Expansion	Blake
3	Resolution	FIND grant application Waterfront Phase 1 part 3	Cote
4	Resolution	Core Engineered Integrated Fuel Systems	Flanagan
5	Presentation	Employee Calendar Contest winners	Mini
6	Proclamation	Flood Awareness Week	Myers
7	Presentation	ISO Rating	Myers
March 8, 2022 WORKSHOP MEETING			
1	Presentation	PW Master Plan Update	Cote
2	Presentation	Whiteview Safety Improvements	Cote
3	Resolution	Design Services Matanzas Woods West Extension	Cote
4	Presentation	Town Center Vision Update	DeLorenzo
5	Resolution	St. Joe Canal ROW vacation	Hoover
6	Presentation	Citizen Survey results	Kershaw
7	Resolution	Assessment of Fair Housing	Papa
March 15, 2022 BUSINESS MEETING			
1	Resolution	Annual Comprehensive Financial Report	Alves
2	Presentation	Saltwater Canals	Cote
3	Resolution	Design Services Matanzas Woods West Extension	Cote
4	Resolution	St. Joe Canal ROW vacation	Hoover
5	Resolution	Assessment of Fair Housing	Papa
6	Presentation	Annual financial audit report	Moore
March 22, 2022 SPECIALBUDGET WORKSHOP MEETING			
1	Presentation	Fire Overview	Department
2	Presentation	SAP Evaluation #1	SAP
3	Presentation	10 year Capital Improvement Forecast	SAP/Cote
April 5, 2022 BUSINESS MEETING			
April 12, 2022 WORKSHOP MEETING			
1	Presentation	Annual Investment Report	Alves
April 19, 2022 BUSINESS MEETING			
April 26, 2022 SPECIALBUDGET WORKSHOP MEETING			
1	Presentation	YTD Budget -SPECIAL BUDGET WORKSHOP	Alves
2	Presentation	Parks and Recreation Overview	Department
3	Presentation	SAP Evaluation #2 SPECIAL BUDGET WORKSHOP	SAP
May 3, 2022 BUSINESS MEETING			
May 10, 2022 WORKSHOP MEETING			
May 17, 2022 BUSINESS MEETING			
May 24, 2022 SPECIALBUDGET WORKSHOP MEETING			
1	Presentation	Fund Account and Revenue Restrictions	Alves
2	Presentation	Utility Overview	Department
3	Presentation	Presentation by FCTC and FCPA	TC AND PA
June 7, 2022 BUSINESS MEETING			
June 14, 2022 WORKSHOP MEETING			
1	Presentation	Budget Prep Series-Overview Property Tax and TRIM	Alves

June 21, 2022 BUSINESS MEETING			
June 28, 2022 SPECIALBUDGET WORKSHOP MEETING			
1	Presentation	Council Priority and Update-SPECIAL BUDGET WORKSHOP 6/28	SAP
Future			
1	Presentation	Proposed General Fund Budget and TRIM Rate - 7/12	Alves
2	Presentation	Proposed Millage and Proposed Budget- 7/19	Alves
3	Presentation	Proposed Utility, St. Water, IT Ent. & Bldg. Fund Budgets- SPECIAL WORKSHOP 7/26	Alves
4	Presentation	Capital, Internal Svcs, Special Revenue, Proposed Budget for all remaining funds- 8/9	Alves
5	Presentation	Final Proposed Budget-SPECIAL BUDGET WORKSHOP 8/24	Alves
6	Presentation	Final Tentative Millage and Tentative Budget-TENTATIVE SPECIAL MEETING 9/8 OR 9/9	Alves
7	Presentation	Final Millage & Budget -TENTATIVE SPECIAL MEETING 9/21 OR 9/22	Alves
8	Resolution	Lehigh Trailhead - Post Design WO & CEI Services Contract & Construction Contract	Cote
9	Resolution	P1 Control Structure Rehab	Cote
10	Ordinance	Memorial Markers	Cote/Grunewald
11	Presentation	Building/Planning Level of Service	DeLorenzo
12	Ordinance	Boat code	DeLorenzo
13	Ordinance	Open burn	DeLorenzo/Berryhill
14	Ordinance 1st	Animal Control amendment	Grossman
15	Presentation	Council Priority Community Center Parking	Johnston
16	Ordinance	Logo	Kershaw
17	Presentation	Citizen's Academy Graduates	Kershaw
18	Presentation	Citizen's Academy Graduates	Kershaw
19	Resolution	Fleet Purchases	Mancill
20	Resolution	Toll Brothers Final Plat	Tyner/Leap