



City of Palm Coast
Agenda
COUNCIL BUSINESS
MEETING

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

Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Ed Danko
Council Member John Fanelli III
Council Member Nick Klufas

Tuesday, April 5, 2022

6:00 PM

COMMUNITY WING

City Staff

Denise Bevan, 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. MINUTES

- 1. MINUTES OF THE CITY COUNCIL:
MARCH 15, 2022 BUSINESS MEETING
MARCH 22, 2022 SPECIAL BUSINESS MEETING
MARCH 22, 2022 SPECIAL BUDGET WORKSHOP**

F. PRESENTATIONS AND PROCLAMATIONS

- 2. PRESENTATION-PUBLIC SAFETY RECOGNITION AWARDS**
- 3. PROCLAMATION-APRIL AS WATER CONSERVATION MONTH**

G. ORDINANCES FIRST READ

- 4. ORDINANCE 2022-XX PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION**

H. RESOLUTIONS

- 5. RESOLUTION 2022-XX APPROVING THE NEWLY APPOINTED CITY MANAGER'S CONTRACT**
- 6. RESOLUTION 2022-XX AUTHORIZING A BANK LOAN WITH SOUTHSTATE BANK FOR THE PURPOSE OF FINANCING STORMWATER IMPROVEMENTS**

I. CONSENT

- 7. RESOLUTION 2022-XX APPROVING A CONSTRUCTION CONTRACT WITH RJ SULLIVAN**

CORPORATION; A WORK ORDER WITH CPH, INC., FOR ENGINEERING SERVICES AND AN INCREASE OF SRF LOAN AMOUNT FOR THE WASTEWATER TREATMENT FACILITY 2 EXPANSION PROJECT

- 8. RESOLUTION 2022-XX APPROVING A CONTRACT WITH TB LANDMARK CONSTRUCTION, INC., FOR CONSTRUCTION OF THE L-SECTION PEP MAIN IMPROVEMENTS**
- 9. RESOLUTION 2022-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC., FOR CONSTRUCTION OF THE RELOCATION OF CHEMICAL INJECTION AT WATER TREATMENT PLANT 2**
- 10. RESOLUTION 2022-XXX APPROVING THE EXTENSION OF THE CONTRACT WITH MEDIQUICK WALK-IN EMPLOYEE CLINIC**
- 11. RESOLUTION 2022-XX APPROVING THE PURCHASE OF TWO (2) FIRST PRODUCTS VC 60 3 POINT HITCH VERTICUTTERS/CARBIDE TIP BLADES**

J. PUBLIC PARTICIPATION

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

K. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

L. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

M. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

N. ADJOURNMENT

12. WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

Department	CITY ADMINISTRATION	Amount
Division	CITY CLERK	Account #
Subject	MINUTES OF THE CITY COUNCIL: MARCH 15, 2022 BUSINESS MEETING MARCH 22, 2022 SPECIAL BUSINESS MEETING MARCH 22, 2022 SPECIAL BUDGET WORKSHOP	
Presenter : Virginia A. Smith, City Clerk		
Background :		
Recommended Action : APPROVE THE MINUTES OF THE CITY COUNCIL: MARCH 15, 2022 BUSINESS MEETING MARCH 22, 2022 SPECIAL BUSINESS MEETING MARCH 22, 2022 SPECIAL BUDGET WORKSHOP		



**City of Palm Coast
Minutes
COUNCIL BUSINESS
MEETING**

City Hall
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**Mayor David Alfin
Vice Mayor Eddie Branquinho
Council Member Ed Danko
Council Member Nick Klufas**

Tuesday, March 15, 2022

9:00 AM

COMMUNITY WING

City Staff

**Denise Bevan, City Manager
Neysa Borkert, City Attorney
Virginia A. Smith, City Clerk**

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A. CALL TO ORDER

Mayor Alfin called the meeting to order at 9:00 AM

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk Virginia Smith called the roll. All members were present.

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:

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Marsha Corvi-representing the Realtors Association, representing the many in Palm Coast, supports affordable housing. And opposes a moratorium.

Mike Martin-sneaky underhanded business-Council compensation. We expected better and deserve better from you Mayor.

Sue Urban-Council compensation. This should go to the ballot. Asking for that amount of a raise is ridiculous. Ask for a reasonable amount.

Eugene Holland-shocked to learn that Council was going to vote themselves a raise. I calculated it to be a 400% increase. It is un-American. It is excessive and offensive. Place it on the ballot.

Terry Maggot-Council compensation. Opposes this increase.

Lisa Perkins-ballot on raise-good but opposes increase and growth of the City and with rezoning. Stop the rezoning.

Council Member Klufas shared comments on the Charter section relating to the proposed Council salary increase.

Mayor Alfin requested the City Attorney clarify Council Member Klufas' comments regarding ballot measure. Attorney Jenn Nix clarified that the motion approved was for the Attorney's office to draft an ordinance for an agenda, not for the ballot.

Paula Lewis-questions unanswered from October 2021-put in by herself and her husband and has never received a response. Salt water canals. City owns canals and needs to assume that responsibility.

Janet Castaneda-living in hard times. Increases to Council's salary-opposes. We are in a state of inflation in every aspect.

Tony Subiglio-new zoning for storage unit. 2 lane road for over 12 years. Facing trouble getting out of the subdivision. You do not plan for the traffic. When I95 is closed, all the traffic backs up. Council compensation, never have I heard of that type of increase.

Wages you give yourselves is ridiculous. It is not right.

Joy Cook-Bench dedication for a Flagler School teacher who passed away last year. Justin Nicholas Russell is the welcoming wagon in Seminole Woods, who has autism. Requesting a bench in his honor.

James Fisk-moratorium issue. Active applications. Were any of the building locations checked for historical sites? What happen to tree city? Is a moratorium necessary? Yes.

Steve Carr-traffic on PC Pkwy backed up past Wal-Mart. Florida Park Drive traffic and health concerns.

Dennis McDonald-Council compensation issue. You are trying to compare state jobs with your jobs. It is completely different scenarios. It is unfair to compare.

Sims Jones-a new house was built next door and his house floods. Engineer came out and stated he could put in dirt. Now he has a lake from all the rain in his back yard. Was told he was on a 2 year wait list.

Darlene Shelley-February 25 there were four fatalities in Flagler County and 2 more on Old Kings Road.

Consider of moratorium on the undeveloped area on OKR for the health, safety and welfare of the residents. Adding more demand will increase traffic fatalities. Must perform studies. Please consider this moratorium.

Eugene Walker-do we have any Council meetings in the evenings? Moved here because I could afford it. Council compensation-We need to think here. Put a raise on the ballot. Reasonable. Housing development. Business is your money. Business does not cost you money. We have enough housing and development. Look to ordinances to make it easier for them to come here.

Christopher Scarteri-Council compensation issue. Public safety-caring for the children is utmost importance. Children wait in the dark on the side of the road. Retirement community-won't be the same with all the building development.

Cindi McDowell-Council compensation. Opposes. Do a study for a City your size.

Dan Brien-safety on Cimmaron. Traffic is getting concerning as the weather warms up. Looking for permanent speed indicator on Cimmaron. Anxiously awaiting the next report on Cimmaron.

Celia Pugliese-appreciates Vice Mayor Branquinho' s moratorium. Offended by Mr. Blose's speech in response to Vice Mayor Branquinho's suggestion on a moratorium.

Darlene Shelley - asked to speak to Council on a separate topic. Mayor Alfin allowed the additional comments. Ms. Shelley spoke about traffic concerns. Mayor Alfin reminded speakers of the rules of public comment.

Mike Voorhs-Council compensation not on ballot, it is an Ordinance. Will it be on the ballot? Will work my best to get you all out of office.

Tom Shea-process confusion. You can vote yourself a raise or you can't. Forgive for my misunderstanding. Council compensation issue-opposes compensation increase.

Preston Zepp- Palm Coast Historian spoke about ITT sawmill redevelopment and historic sites in Palm Coast.

Paula Lewis-discount the citizens were supposed to take part in. Recycling Waste Pro rewards. You need to get the information out to us.

Dennis McDonald-paid Jay Gardner to compile a list for all residential properties in the limits for Palm Coast. Almost 30,000 residential locations in Palm Coast. Mr. MacDonald spoke about the lots not yet developed on.

Robert MacDonald-Requested to know how much the City has paid in lieu of how much Green Lion has paid. Also requested list of any other businesses that the City might be paying instead of the business owner paying. I have not received a response and I don't understand why.

Mark Lewis-phase 1 stormwater fees appropriated for the construction of the maintenance building.

Council Member Klufas-apologized for misspeaking regarding the Council's salary.

Vice Mayor Branquinho-Council compensation, affordable housing, and stated that he will share additional comments under Council comments.

E. MINUTES

- 1. MINUTES OF THE CITY COUNCIL:
MARCH 1, 2022 BUSINESS MEETING
MARCH 8, 2022 WORKSHOP MEETING**

Pass

Motion made to approve by Vice Mayor Branquinho and seconded by Council Member Danko

Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas

F. PROCLAMATIONS AND PRESENTATIONS

- 2. PROCLAMATION - MARCH AS "MULTIPLE MYELOMA AWARENESS" MONTH**

Mayor Alfin presented the Proclamtaion to representatives from the local support group.

3. PRESENTATION-EMPLOYEE RECOGNITION

Ms. Brittany Kershaw presented to Council on the employee recognitions.

G. RESOLUTIONS

4. RESOLUTION 2022-37 APPROVING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021 AS PRESENTED BY JAMES MOORE & CO., P.L.

Ms. Helena Alves, Finance Director and Ms. Shannon Boone, Chief Accountant presented to Council along with Mr. James Hallaran and Mr. Webb Shepard, of James Moore and Co. presented to Council the Annual audit.

Mayor Alfin asked for clarification of the auditors if they check the calculations of monies received from Federal government and County government. Representatives responded that they can perform that verification but it was not part of the audit procedures as they received the information directly from the State.

Council shared compliments to the Finance staff.

*Public Comments:
There were none.*

Pass

Motion made to approve by Council Member Danko and seconded by Vice Mayor Branquinho

Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas

5. RESOLUTION 2022-41 APPROVING AN ADDITIONAL APPLICANT FOR THE CULTURAL ARTS GRANT FOR THE FISCAL YEAR 2021-2022

Mr. James Hirst presented to Council on this item.

*Public Comments:
Gary Lubi-presented Council with a brief overview of the Songwriters Festival.*

Mayor Alfin asked how big can the festival get? Ans: Mr. Lubi-right now we are at 500 and we are getting nationwide recognition. It could be 700 to 1000 people.

Greg Blose-attended last year's event. It was a great event. Encourage residents to attend.

Pass

Motion made to approve by Council Member Klufas and seconded by Vice Mayor Branquinho

Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas

6. RESOLUTION 2022-40 APPROVING THE ST. JOE CANAL PARTIAL RIGHT-OF-WAY VACATION, APPLICATION # 5052

Mr. Bill Hoover presented to Council on this item.

Public Comments:

Celia Pugliese-read about this vacation and what I perceive here is that maybe they are planning to sell the property. That area of PC Pkwy is very busy. The traffic is horrendous. The area of PC Pkwy and Clubhouse Dr. floods with minor rain. Concerned about what a new property owner will do to develop.

Mayor Alfin asked for the process of what would be considered for any site? Ans: Mr. Hoover explained the process.

Mike Martin-will the sidewalk be protected and remain available? Ans: Mr. Hoover explained yes that will be part of the easement.

Steve Carr-Level of service but what about the quality of life for those in that area? Please consider the people.

Eugene Walker-former Planning Board member where he came from, after watching this and the video, you have to understand that everything they are asking for does not affect you. It is all at the expense of the land owner. You are restricted on what you can put there. The planning board must approve a rezoning. That is a good plan.

Pat Erwin-6 lane highway expansion? Ans: Mr. Hoover-there is nothing in the plans right now but we do have to plan for the future-50 years from now. Believes Palm Coast is getting a little too big.

City Council and the City Manager recognized Mr. Bill Hoover in that this was his last presentation to Council before he retires.

Pass

Motion made to approve by Council Member Klufas and seconded by Council Member Danko

Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas

7. RESOLUTION 2022-38 APPROVING THE SUBMISSION OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND) GRANT APPLICATION FOR THE CONSTRUCTION OF PHASE A, PART 3 PROVIDING WATER ACCESS AT WATERFRONT PARK

Mr. Carl Cote presented on this item.

Public Comments:

Mark Lewis-I assume this is a floating dock? It will be destroyed by the large boats and expensive to maintain.

Ans: Mr. Cote provided information regarding the dock.

Celia Pugliese-great projects.

Preston Zepp- Has an archeological survey been done there? Ans: Mr. Cote- advised it should have been looked at by the State's requirements but will verify. Mr. Zepp-Good Long Creek plaque as part of the grant? Ans: Mr. Cote-provided an overview to what was required and conditioned in future phasing.

Pass

Motion made to approve by Council Member Danko and seconded by Vice Mayor Branquinho

Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas

H. CONSENT

Public Comments:

Ceila Pugliese-East/West extension, how much will this cost? We are spending now for vacant lands yet to be developed and impact fees have not been paid yet. Why? We have problems on the east side that we need to have fixed. Address the current issues first and have common sense. We want happiness and safety. Ans: Carl Cote explained why the study is important to conduct at this time.

Sims Jones-East side needs attention too. Matanzas is an east/west corridor that needs widening. More traffic is coming.

Greg Blöse-thanked staff and advised the Chamber supports their forward thinking. England Thims and Miller is an excellent vendor for the City.

Eugene Walker-Master planning-you have to look to the future and be smart. Matanzas Pkwy has plenty of room to widen. This is smart. We have to control growth and be smart about it. Limit the problem-stop with condos and apartments that makes expenses go up.

Pass

Motion made to be adopted on consent by Vice Mayor Branquinho and seconded by Council Member Danko

Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas

8. RESOLUTION 2022-44 APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR EAST-WEST EXTENSION FEASIBILITY STUDY

9. RESOLUTION 2022-45 APPROVING AMENDMENTS TO THE FACILITY DESIGN CONTRACT AND CONSTRUCTION SERVICES CONTRACT FOR THE PUBLIC WORKS FACILITY
10. RESOLUTION 2022 -46 APPROVING A WORK ORDER WITH DRMP, INC., FOR ENGINEERING DESIGN SERVICES FOR MATANZAS PARKWAY WEST EXTENSION
11. RESOLUTION 2022-47 APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER, INC., FOR ENGINEERING SERVICES FOR WHITEVIEW PARKWAY FINAL DESIGN
12. RESOLUTION 2022-39 APPROVING A WORK ORDER WITH CPH, INC., TO PROVIDE SERVICES TO REPLACE THE OXYGEN GENERATOR WITH A LIQUID OXYGEN (LOX) SYSTEM
13. RESOLUTION 2022-42 APPROVING THE ASSESSMENT OF FAIR HOUSING
14. RESOLUTION 2022-43 APPROVING THE AFFORDABLE HOUSING INCENTIVES REPORT FOR THE STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM

I. PUBLIC PARTICIPATION

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

Mike Martin-question to attorney regarding the compensation Ordinance that will be written - it would not affect those already serving?

James Fisk-confused on consent agenda-did the consent take are of 8-14? Ans: Mayor Alfin-Correct.

Where is smart and managed growth? When are we taking care of the east side? When are we going to take care of the historical sites in the northern west section? A historical site was destroyed which was approved by you people? Where will the east west extension go? What will happen to the Brick Road? Why cause you will extend the road. Does anyone care about history anymore? There is the largest sugar mill under the shopping center. Hope you are proud of what you are doing.

Greg Blose-update on 3 things-1. unemployment for Jan. 2022 3.9% up a full point; 2. Sat. March 26 Small Business Expo-here at City Hall. Shop local businesses. 3. Business Boot Camp Monday March 28-leveraging the internet for business growth, will be virtual as well.

Anna Maria Long-Flagler Home Builders Association -comments on affordable housing. We are middle aged at best. Spoke on growth here in Palm Coast. Is Palm Coast open for business?

J. DISCUSSION BY CITY COUNCIL OF MATTERS NOT ON THE AGENDA

Mayor Alfin passed gavel to Vice Mayor Branquinho. Mayor Alfin made a motion to add the City Council's review of the City Manager's contract to the special meeting. Seconded by Council Member Danko.

Public Comments

There were none.

Motion passed unanimously.

Gavel passed back to Mayor Alfin.

Vice Mayor Branquinho-last week I looked forward to bring a moratorium regarding multi-family homes that was not received by the Flagler County Chambers. I was accused of being anti-everything. I am only saying to control growth. The phone calls that I had, people showed what they are about. If my colleagues do not think I am proper bringing up this moratorium, then ask the people with a survey what they want? I do not want to hurt anyone. I am not anti business. I only vote against multi-family. If you confuse affordable housing with workforce housing, then we have a bigger problem. We have the best place in the US to retire. That is a beauty. Additionally, Vice Mayor Branquinho discussed conflicts of interest regarding Council seats on the Board for the Chamber of Commerce. There are people out there wanting to start a petition to bring here to this room. We are intelligent enough to discuss things. I would like to have a survey to the people answer it.

Mayor Alfin- Corrected statement with all due respect, resigned my board position with the Palm Coast-Flagler Chamber of Commerce prior to being sworn in as Mayor. You made an excellent suggestion for the PC Council to review the Comprehensive Plan to see if still current or if we should revise. As you know the Strategic Action process has begun. So you have already made that suggestion for the future and I thank you for that. We need to be very cautious when we throw out the words like moratorium. I will suggest to myself and to each of us on City Council that we weigh our words before speaking. I agree with your suggestion. It is now time to review the Comprehensive Plan and see what future begins.

Council Member Danko-well spoken Mayor and agrees. Looking for consensus to take the plastic dividers down between Council. Mayor Alfin asked the City Manager to review all around City Hall regarding restrictions to be removed.

Council Member Klufas-agrees with everything spoken by Mayor Alfin and Council Member Danko. Our words have repercussions. What we say up here is amplified. We have to be responsible up here. Reilly Opelka congratulations. Tomorrow he plays the best tennis player of all time. Food Truck Tuesday-still a go? Ans: Ms. Johnston-we are cautiously optimistic. Usually makes decision after lunch to allow time for the trucks to prepare.

Vice Mayor Branquinho apologized for the misinformation regarding the Mayor's position on the Chamber Board.

K. DISCUSSION BY CITY ATTORNEY OF MATTERS NOT ON THE AGENDA

Ms. Nix provided Council with an overview to the vacant seat process at the March 22, 2022 Special Meeting.

Council Member Danko questioned timing of the vacant seat. Is it possible that the seat may only be through August 2022 at the primary if there is a candidate who wins at the primary? Ans: Ms. Smith let Council know the elected Council Member would be sworn in at the 2nd meeting in November, not after the primary election.

L. DISCUSSION BY CITY MANAGER OF MATTERS NOT ON THE AGENDA

Ms. Bevan announced the Emergency and Sole Source expenses.

Succession planning update presented by Chief Forte. Chief Forte announced his retirement effective October 14, 2022.

Council provided accolades to Chief Forte.

15. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR FEBRUARY 2022

M. ADJOURNMENT

*The meeting was adjourned at 12:45 p.m.
Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*



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Council Member Ed Danko
Council Member Nick Klufas**

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9:00 AM

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City Staff

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Neysa Borkert, City Attorney
Virginia A. Smith, City Clerk**

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A. CALL TO ORDER

Mayor Alfin called the meeting to order at 9:00 AM

B. PLEDGE OF ALLEGIANCE TO THE FLAG

C. ROLL CALL

City Clerk Virginia Smith called the roll. All members are present.

D. RESOLUTION

1. RESOLUTION 2022-XX APPROVING THE NEWLY APPOINTED CITY MANAGER'S CONTRACT

Attorney Borkert read the title into the record.

CM Danko made a motion to table to next meeting in April. Needs more time to review. No reflection on Ms. Bevan. Seconded by CM Klufas for discussion.

VM Branquinho-sees not inconvenience except it would not be a fair process for the newly appointed Councilman. No reflection on Ms. Bevan. Would like to see the salary retroactive to today.

CM Klufas is ok with more time.

Mayor Alfin-does not disagree but do feel uncomfortable with this process without a contract at this time. I respect and accept that it is an important decision.

*Public Comment:
There were none.*

Pass

Motion made to Table by Council Member Danko and seconded by Council Member Klufas

Approved - 4 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas

E. APPOINTMENT TO VACANT SEAT DISTRICT 2

2. APPOINTMENT OF THE VACANT DISTRICT 2 SEAT

*Public Comments:
There were none.*

City Council held a question and answer session with each of the applicants. The applicants were Mr. Amaral, Mr. Coffman, Mr. Fanelli, Mr. Gross, Mr. Hilton, Mr. Jones, Mr. Mitrano, and Mr. Schreiber.

After the question and answer session closed, Council held a discussion on all the applicants.

CM Danko made a motion to appoint Mr. John Fanelli III to the vacant Council seat for District 2, which was seconded by VM Branquinho. Motion passed 3 to 1 with CM Klufas dissenting.

F. OATH OF OFFICE

3. OATH OF OFFICE OF NEWLY APPOINTED COUNCIL MEMBER TO DISTRICT 2 VACANT SEAT FOR THE LIMITED TERM TO NOVEMBER 2022

City Clerk, Virginia Smith provided the oath of office to Mr. John Fanelli III, the newly appointed Council Member. Council Member Fanelli then took his seat at the dais.

G. ADJOURNMENT

*The meeting was adjourned at 12:34 PM
Respectfully submitted by: Virginia A. Smith, MMC
City Clerk*



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
BUDGET WORKSHOP
IMMEDIATELY
FOLLOWING THE
SPECIAL BUSINESS
MEETING**

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Vice Mayor Eddie Branquinho
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A CALL TO ORDER

Mayor Alfin called the meeting to order at 12:35 p.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

City Clerk, Virginia Smith called the roll. All members were present.

Motion made by VM Branquinho and seconded by CM Fanelli to recess meeting til 1pm.

City Council reconvened at 1pm.

D PRESENTATIONS

1 PRESENTATION-LOCAL AND REGIONAL ECONOMIC CONDITIONS

Dr. Albert Loh presented to City Council on local economics. The presentation is attached to these minutes.

2 PRESENTATION-STRATEGIC ACTION PLAN EVALUATION RESULTS

Ms. Lauren Johnston, Chief of Staff and members of the SAP team presented to City Council on the Strategic Action Planning.

3 PRESENTATION - 10 - YEAR ANNUAL CIP UPDATE

Mr. Carl Cote presented an update to Council on the 10 year annual CIP.

E ADJOURNMENT

The meeting was adjourned at 3:30 p.m.

*Respectfully submitted by:
Virginia A. Smith, MMC
City Clerk*

City of Palm Coast, Florida Agenda Item

Agenda Date: April 5, 2022

Department	COMMUNICATIONS & MARKETING	Amount	
Division		Account #	
Subject	PRESENTATION-PUBLIC SAFETY RECOGNITION AWARDS		
Presenter: Brittany Kershaw, Communications & Marketing Director			
<p>Background: The Palm Coast City Council will recognize several City employees for outstanding service to their communities and contributions to their profession.</p> <p>On March 2, Jericho Taylor, a lifeguard with Parks and Recreation and a volunteer with the Palm Coast Fire Department, was traveling home one evening when he came across a motor vehicle accident. Jericho stopped and began performing CPR and lifesaving measures in an attempt to save the life of the patient. The patient regained a pulse prior to being transported to the hospital, all due to the selfless actions of Jericho Taylor. We'd like to thank Jericho for his actions that day.</p> <p>On March 17, four Palm Coast Firefighters were activated within three hours of receiving a call from the Florida Emergency Operations Center in Tallahassee requesting assistance with the Chipola Complex wildfires in Bay County. Lieutenant Matthew Stevens, Driver Engineer Daniel Bouillon, Driver Engineer Joseph Fajardo, and Firefighter Paramedic Bill Kerek deployed with Florida State Task Force 3301. We thank them for their assistance to our neighbors in the Panhandle.</p> <p>Over the past few months, the Palm Coast Animal Control Division has safely rescued many beloved animals throughout Palm Coast. Our Animal Control Division is comprised of three extremely dedicated animal lovers: Heather Priestap, Shelley Burton, and Kasey Hagan. In mid-February, our Animal Control Officers helped our Fire Department rescue a dog named Jake that had gotten trapped beneath a shed in a backyard. In March, Heather Priestap rescued a mini-horse who was living in unsafe and toxic conditions and found a safe place to relocate him. Mayor Alfin was able to assist in providing some initial supplies to help care for the horse. And, most recently, Shelley Burton recovered a pup named Ginger after she had been missing for eleven days and safely returned her home. These are just a few examples of the selfless actions of our Animal Control Officers. Thank you to our incredible Animal Control Division for looking out for our four-legged friends and keeping them safe.</p> <p>Each employee recognized will receive a Certificate to commemorate their actions.</p>			
Recommended Action : FOR PRESENTATION ONLY			

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

Department UTILITY Division	Amount Account #
Subject PROCLAMATION-APRIL AS WATER CONSERVATION MONTH	
Presenter : Brittany Kershaw, Communications and Marketing Director	
Background : The St. John's River Water Management and the City of Palm Coast desire to proclaim the month of April as Water Conservation Month and to take part in the National Mayor's Challenge for Water Conservation.	
Recommended Action : PROCLAIM APRIL AS WATER CONSERVATION MONTH	



PROCLAMATION

WHEREAS, water is a basic and essential need of every living creature; and

WHEREAS, the State of Florida, the St. Johns River Water Management District and other Water Management Districts, and the City of Palm Coast are working together to increase awareness about the importance of water conservation; and

WHEREAS, the City of Palm Coast and the State of Florida have designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

WHEREAS, the City of Palm Coast has always encouraged and supported water conservation through various educational programs and special events; and

WHEREAS, every business, industry, school and citizen can make a difference when it comes to conserving water; and

WHEREAS, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

WHEREAS, the City of Palm Coast is participating in the annual National Mayor's Challenge for Water Conservation, and encourages all residents to take the pledge online at www.mywaterpledge.com during the month of April.

NOW, THEREFORE, BE IT PROCLAIMED, the City Council of the City of Palm Coast, Florida, does hereby declare the month of April as:

WATER CONSERVATION MONTH

and calls upon citizens and businesses to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

Adopted April 5, 2022

CITY OF PALM COAST, FLORIDA

Witnessed by:

David Alfin, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

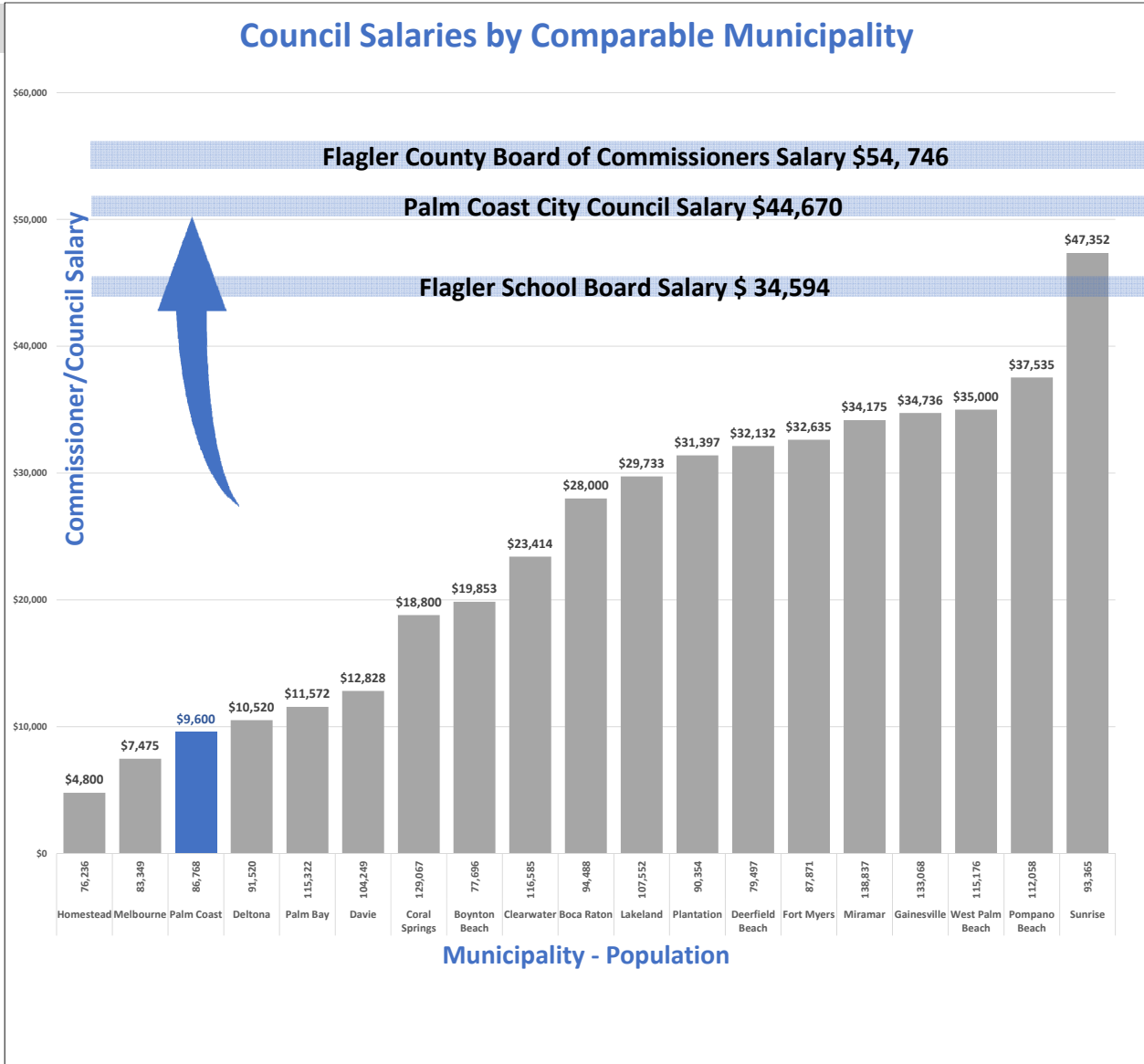
Department	MAYOR AND CITY COUNCIL	Amount	
Division	CITY CLERK	Account	
		#	
Subject	ORDINANCE 2022-XX PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION		
Presenter : Mayor David Alfin			
Background :			
<p>On February 15, 2022, Mayor Alfin requested and received Council concurrence to amend the Council's compensation by Ordinance. Council requested the City Attorney draft the proposed Ordinance and the City Clerk to place on an agenda.</p> <p>The City of Palm Coast incorporated in December 1999. The initial City Charter and the amended Charter in 2002 provided for the "City Council; Composition, Qualifications for Office including Compensation and Expenses." Section 6a of the initial Charter stated "The Council and Mayor shall receive compensation as established by ordinance..." As such the Council's compensation has been amended by Ordinance in 2003 and in 2007 to provide for equitable adjustments.</p> <p>The demands upon the City Council result in a large amount of time to be devoted toward fulfilling responsibilities and duties to the City and such activities preclude these public officials from engaging in other activities and endeavors.</p> <p>The City Council of the City of Palm Coast has reviewed the salaries of the mayors and city councils and commissions of various comparable municipalities located in the State of Florida along with the salaries of local officials in Flagler County. The Council has concluded that the compensation of the Mayor and the members of the City Council of the City of Palm Coast merit an adjustment and that the current compensation structure is disproportionate to the time and effort required for such public service to the City of Palm Coast.</p> <p>This proposed increase in Council compensation is to ensure that public officials are not required to have undue costs and financial burdens cast upon them as a result of public service. It is, further, recognized that some reasonable level of compensation to public officials will encourage those who might not otherwise be able to participate in local government to participate and expand the potential pool of candidates for City office. The proposed Ordinance would set the Mayor's compensation at \$46,470 and \$44,670 for City Council's compensation.</p>			
Recommended Action :			
<p>FOR COUNCIL CONSIDERATION ADOPT ORDINANCE 2022-XX PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION</p>			

Municipality	2019 Population	Mayor Salary	Commissioner /Council Salary	Council \$ per Resident
Homestead	76,236	\$6,000	\$4,800	\$16
Melbourne	83,349	\$10,350	\$7,475	\$11
Palm Coast	86,768	\$11,400	\$9,600	\$9
Deltona	91,520	\$14,187	\$10,520	\$9
Palm Bay	115,322	\$23,145	\$11,572	\$10
Davie	104,249	\$12,828	\$12,828	\$8
Coral Springs	129,067	\$23,501	\$18,800	\$7
Boynton Beach	77,696	\$23,823	\$19,853	\$4
Clearwater	116,585	\$28,097	\$23,414	\$5
Boca Raton	94,488	\$38,000	\$28,000	\$3
Lakeland	107,552	\$44,599	\$29,733	\$4
Plantation	90,354	\$123,481	\$31,397	\$3
Deerfield Beach	79,497	\$38,500	\$32,132	\$2
Fort Myers	87,871	\$42,411	\$32,635	\$3
Miramar	138,837	\$43,411	\$34,175	\$4
Gainesville	133,068	\$44,210	\$34,736	\$4
West Palm Beach	115,176	\$150,000	\$35,000	\$3
Pompano Beach	112,058	\$40,217	\$37,535	\$3
Sunrise	93,365	\$47,352	\$47,352	\$2
Largo	83,737			
Miami Beach	93,988			
Miami Gardens	114,284			
Total:	2,225,067	\$765,513	\$461,559	\$5
Percentage:	0			
Average:		\$40,290	\$24,293	
Median:		\$38,000	\$28,000	

Florida:
 Incorporated:
 Unincorporated:

Population
 Data: University
 of Florida,
 Bureau of
 Economic and
 Business
 Research, April
 2019 Estimates

Note: revenue
 & expenditure
 data for Altha,
 Esto, Gretna,
 Hampton and
 Lazy Lake were
 not yet
 available.



Letter to the Editor – Council Compensation, March 2022

Discussion for increasing compensation paid to Palm Coast City Council Members

To all my fellow citizens: When I was sworn into office as your Mayor, I vowed to “well and faithfully perform the duties of the office of Mayor.” My oath promised you that I would be watchful of everything that pertains to the future quality of life we enjoy in Palm Coast.

I therefore want to go on record stating that I believe it is appropriate to consider increasing salaries for your City Council and also want you to know that I am paying close attention to your reactions to this compensation proposal. My reasons and justifications are many and they all integrate common sense. This is NOT about me or our individual Council Member’s needs. This is about managing, planning for, and protecting the future of Palm Coast with diverse, qualified leaders who have a smart management growth mentality. We should appeal to people who can afford to give us their time and talent – not only because they believe in service to their community, but also because they are suitably remunerated, based on their commitment and responsibility. I believe that raising salaries would expand our pool of competent applicants, giving us a City Council, we expect, need, and deserve.

Before I go further, I’d like to set the record straight about some of the misinformation floating around in our community:

A – Increasing salaries for City Council will NOT raise your taxes. Remuneration would be equal to only about 0.07% of our already established annual budget. Increased compensation will also not take funds away from any community service already determined in Council’s strategic plan.

B – An improvement to finding and keeping qualified Council Members is a goal I’ve supported from the very beginning of my tenure. I have been advocating candidate development via effective succession planning at every local organization meeting that I’ve been invited to attend. This should be an ongoing process for community groups to purposefully identify qualified and suitable successors for future governance roles. Planning supports each group’s vision. This is just as important for our city’s future as adjusting Council compensation.

C - Our Charter states that City Council establish its compensation via an ordinance, not on a ballot. This proposed ordinance would be formally introduced at a scheduled City Council meeting. By law, an ordinance is required to be read at two public hearings. Both are open for public comment and are posted to the web before Council meetings. Creating a special ballot issue instead could cost taxpayers more money if the measure pushes it to a separate page on the ballot.

With all that said, may I challenge all of you to consider the following analysis?

1. COMPENSATION IS BASED ON OUTDATED DUTIES & RESPONSIBILITIES.

The City of Palm Coast was founded over 22 years ago with a Council-Manager form of government soliciting volunteers for approving development plans and supervising a City Manager. Palm Coast had only 32,732 residents then. Its population has tripled since. With the subsequent acquisition of the utility department, its budget has grown sevenfold. The agenda backup packages for regular council meetings and workshops typically have several hundred pages to review.

Changes in compensation should not be formulated based on wrong assumptions and old data. Percentages calculated on incorrect base values yield irrelevant results. It is not the percentage increase that is relevant. What is relevant is the final salary number. City Council service has become a full-time job with part-time pay. City Council is responsible for correcting lingering mistakes and providing best possible resources. *If it is wrong - correct it if is broken - fix it!*

2. **COMPENSATION CURRENTLY ATTRACTS CANDIDATES WITH LIMITED DIVERSITY AND VISION.** Increased compensation for City Council members should attract candidates in future elections. More candidates are more likely to offer more experience and a wider variety of skill sets necessary to ‘provide for the exercise of its powers and for the performance of all duties and obligations imposed on the city - including all legislative and police powers provided by law’.

3. **TASKS, TIME, AND WORK HAVE INCREASED OVER THE LAST 22 YEARS.**

DUTIES AND RESPONSIBILITIES INCLUDE *:

- a. VISION PLANNING INCLUDING LONG AND SHORT-TERM PRIORITIES AND GOALS
- b. STRATEGIC ACTION PLANNING, BUDGET PREPARATION AND TAX MILLAGE RATE APPROVAL
- c. PHONE, MAIL, EMAIL, TEXT, AND IN-PERSON COMMUNICATION WITH MEMBERS OF THE PUBLIC, PERSONAL APPEARANCES REQUESTED BY LOCAL ORGANIZATIONS, CLUBS, AND OTHER MUNICIPAL AGENCIES
- d. MAINTENANCE OF PUBLIC RECORD INFORMATION
- e. OBSERVANCE OF FLORIDA ‘SUNSHINE’ LAW
- f. ATTENDANCE OF ALL PUBLICLY NOTICED CITY WORKSHOPS AND BUSINESS MEETINGS
- g. HIRING AND SUPERVISION CITY MANAGER
- h. HIRING AND SUPERVISION OF CITY ATTORNEY
- i. ELECTION CAMPAIGNING

4. **INCREASED COMPENSATION ALLOWS MORE RESIDENTS, INCLUDING YOUNGER AND MORE DIVERSE CANDIDATES, TO CAMPAIGN AND RUN FOR OFFICE.** Twenty-nine City Council members have served the city since incorporation in 1999. The average age is more than 65 years old. The challenge of future growth requires understanding budgets, land development, comprehensive planning, land use planning, lobbying for state appropriations, regional and interlocal agreements, service contract language, negotiation, and performance evaluation. The public is best served with the largest number of candidates available in order to select the best possible City Council members to serve the community at the highest level.

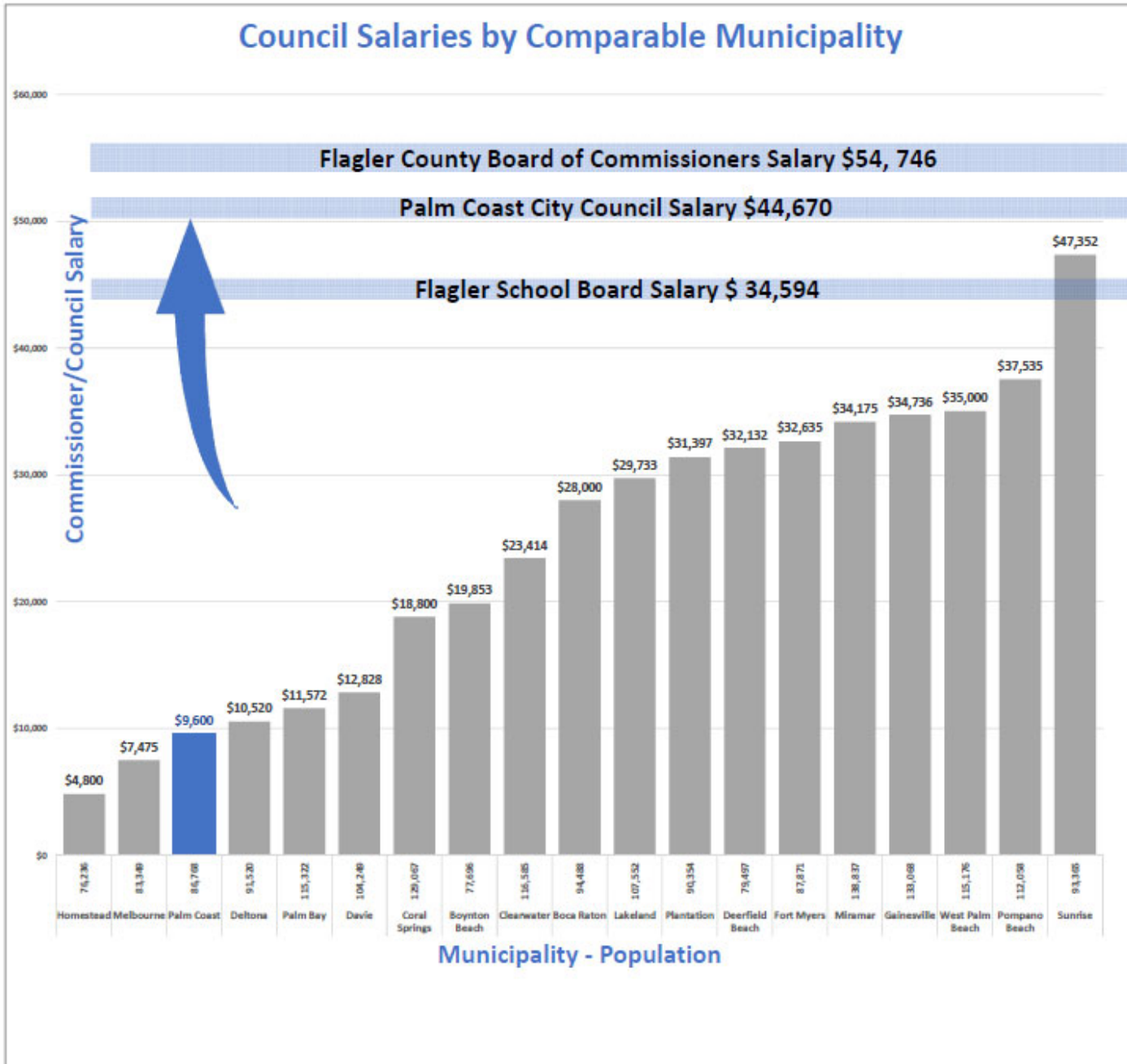
5. **COMPENSATION IN-LINE WITH COUNTY COMMISSIONERS AND SCHOOL DISTRICT BOARD MEMBERS.** Palm Coast City Council Members do not receive pensions, cost of living increases, health care or other service benefits like those received by County Commissioners or School Board Members.

Flagler Annual Salaries (not including expense or benefits)

County Commissioners:	\$54,746
School Board	\$34,594

*Number of City employees in 2002 = 55. Corresponding Budget was \$17,416,100.
Number of City employees in 2022 = 547. Budget 2021-22 = \$248,635,694

Council Salaries by Comparable Municipality



Entity	Board/Commissioners	Health Insurance	Pension	Other Benefits
Flagler Co. School Board	School Board	Yes	Florida Retirement Systems	Travel reimbursement same as Regular Full Time Employee (FTE)
		Same as Regular Full Time Employee	School Contribution for Pension Plan 51.42%	Board members are offered same benefits as FTE
			School Contribution for Investment Plan 8.34%	
			Employee Contribution 3%	Dental, Vision, and Life
Flagler County	Commissioners	Yes	Florida Retirement Systems	Travel reimbursement same as Regular Full Time Employee (FTE)
		Same as Regular Full Time Employee	County Contribution for Pension Plan 51.42%	Board members are offered same benefits as FTE
			County Contribution for Investment Plan 8.34%	
			Employee Contribution 3%	Dental, Vision, and Life
City of Palm Coast	Council	Not offered	Not Offered	N/A

Employees	Current Rates
	General Employees 10%
	Directors 13%
	Special Risk 17.5%

6. **COMPENSATION IN-LINE WITH ELECTED OFFICIALS SERVING FLORIDA CITIES OF SIMILAR POPULATION AND GROWTH POTENTIAL.** Compensation should also be based on more recently incorporated Cities in the State that require special skills and increased work time to plan and manage growth.
7. **COMPENSATION PAID FROM CURRENT OPERATING BUDGET WITHOUT INCREASING RESIDENT TAX BURDEN.** The cost for a full year is \$175,360 which is approximately equal to 0.07% (seven tenths of one percent) of the total 2022 City Budget. If the city's population is assumed to be approximately 94,000 the cost per resident will be \$1.86. Organizational cuts can be made to offset the difference.
8. **CITY CHARTER DOES NOT DEFINE COUNCIL AS 'PART-TIME' IN DESCRIPTIONS OF DUTIES AND RESPONSIBILITIES.** The term may linger from the distant past when minimal time and effort were required to approve city operations. In fact, monthly workshops and business meetings, meeting preparation including agenda analysis* , City Manager meetings, and facility visits may require 20 or more hours per week. Public and municipal requests for public appearances and attendance at monthly appointed committee meetings add 10 or more hours to a Councilman's schedule. Also, reading and responding to public communication via email, text, phone, and in-person adds to weekly work hours. Councilman offering their full share of skill, care, and diligence invest more than a full-time effort in the job.

* City Council members received **2,827 agenda pages** to read and analyze from January 1, 2022, through March 17, 2022.

August 2021

August 2021							September 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4
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15	16	17	18	19	20	21	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 1	2 10:30am Public Information & Engagement/Mayor Alfin Meet & Greet (PI&E Offices, City Hall, 2nd Floor,	3 3:00pm Legal Follow-ups (Palm Harbor Conference) 6:00pm City Council Business Mtg (City Hall, Community	4 1:00pm IT/Mayor Alfin Meet & Greet (IT) 2:00pm Canceled: Citizen 3:00pm Palm Coast/The 6:00pm Cimmaron Drive	5 9:00am Fire/Mayor Alfin Meet & Greet (Fire) 10:00am Palm Harbor Neighborhood Watch 11:00am SW&E/Mayor 1:00pm Parks &	6 3:00pm Call with Wally De Aquino - Discuss New Hospital (Phone Call) - Kendra Iannotti	7
8	9 7:30am PW/Mayor Alfin Meet & Greet (Public Works Facility, 1 Wellfield Grade) - Kendra Iannotti	10 9:00am City Council Workshop (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	11 11:00am Meeting with President David 1:00pm Finance Meeting in Palm Harbor Conf. 1:00pm Finance/Mayor 2:30pm HR/Mayor Alfin	12 10:00am CM/Public Information & Engagement Bi-Weekly Mtg (Palm Harbor Conference Room) - Kendra	13 8:45am Free for All Friday (Flagler Broadcasting, 2405 E. Moody Blvd) - Sheera Jackson	14
15	16 8:30am Utility/Mayor Alfin Meet & Greet (Utility Offices, 2 1:00pm Property Apprasier - Jay Gardner (GSB)	17 9:00am City Council Business Mtg (City 1:00pm Review Economic 2:30pm Mayor Alfin phone call with	18 2:30pm FW: Audit Discussion with Mayor Alfin (https://jmco.zoom.us/j/96135484638?pwd=UFJ4L3VHMldSTU5)	19 9:00am Stormwater & Engineering Dept/Mayor Alfin Meet & Greet (Stormwater Facility, 24 Utility Drive) -	20 8:30am Progress With Advent Health Pre 9:30am AdventHealth/COPC 3:00pm PCFRCOC (Oceanside Beach Bar	21
22	23 9:00am Funeral - Officer Raynor (FCSO - Daytona) 12:00pm Church listing (420 South Orange Ave.	24 9:00am Special Budget Workshop (Council Chambers) - Kendra Iannotti	25 9:00am R2CTPO Board Mtg (2570 West International Speedway Boulevard, Suite 100 Daytona Beach, FL	26 8:00am Unite Flagler - PSA filming (Outside - 9:00am Code 10:00am CM/Public 11:00am Meet & Greet, 5:00pm FCHBA General	27 10:00am JU walk thru w/President (Town Center) 12:00pm Marsha Lidskin (Grand Haven - Watersde Cafe)	28 12:00pm Women's Equality Day Celebration (First United Methodist Church of Bunnell, 205 N. Pine Street,
29	30 1:00pm FW: Tour JU Campus with Mayor David Alfin (President's Office - Howard Building, Third Floor) - Cost,	31 9:00am WOW! filming (Mayor's Office) - 10:00am Meeting with Judy Mazzella/Project 11:00am Budget Review with CM (Palm	Sep 1	2	3	4

September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Aug 29	30	31	Sep 1 2:00pm COVID19 PSA Recording on ZOOM! (ZOOM) - Lacy Martin 5:00pm FCRC (Pine Lakes)	2 9:30am AdventHealth Virtual Groundbreaking 1:00pm FIND Check Presentation (Palm Harbor Conference)	3 11:00am Flagler County Sheriff's Office Detention Deputy Sheriff Paul Luciano's Funeral (First Baptist Church of Bunnell,	4 9:00am Palm Coast Arts Foundation - Creative Bazaar (1500 Town 9:30am Labor Day Round Robin (Palm Coast Tennis Center)
5	6 CH Closed - Labor Day	7 6:00pm City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	8 11:00am Filming with PIE (Mayor's Office) - 12:00pm FLC Mayors meeting (Pine Lakes 3:00pm FCHBA - GSB September GA &	9 10:00am CM/Public Information & 11:00am DBPD Adam 1:00pm Coastal Cloud 3:30pm Meeting with 5:30pm Pubic Hearing to	10 8:00am Senior Games - Tennis (Palm Coast 11:30am Realtor Association - "Meet 7:50pm Movies in the Park (Central Park at	11 8:00am Senior Games - Tennis (Palm Coast 8:00am SPEAK at 9/11 Ceremony - Elks 6:30pm 9/11 Remembrance
12 8:00am Senior Games - Tennis (Palm Coast Tennis Center) - Kendra Iannotti	13 9:00am GLR Sales Meeting	14 9:00am City Council Workshop (City Hall, 12:00pm FOP (2511 12:00pm Jai 3:00pm Canceled: Mayor 6:00pm Read	15 11:00am Palm Coast Magazine (Mayor's 1:30pm WOW filming + Arbor Day (City Hall - 3:00pm Invitation: the 3:00pm Business Report	16 9:00am Senior Games - Golf (Palm Harbor 9:30am WOW Filming at the golf course (Palm 2:00pm Mayor Alfin & Wally De Aquino	17 9:00am Senior Games - Pickleball (Holland 4:30pm Pat Barile (Mayors Office) 4:30pm Mtg with Pat Barile (Palm Harbor	18 9:00am Senior Games - Pickleball (Holland Park) - Kendra 10:45am Arbor Day - Butterfly Release (Central Park, Town
19 9:00am Senior Games - Pickleball (Holland Park) - Kendra Iannotti	20 7:00am Weekly touch-base with Mayor Alfin (Palm 1:00pm Fall Citizen's Academy Class #1 - Mayor, City Manager,	21 9:00am City Council Business Mtg (City Hall, Community 5:00pm Food Truck Tuesday (with Fire Truck Pull) (Central	22 1:00pm Greg Hansen (4345 Old Kings Rd N) 5:30pm Public Hearing to Adopt the Final Millage Rate	23 8:30am FCAR Convention Get in the 8:30am Citizen 9:00am Interlocal 10:00am CM/Public 4:00pm CCIM	24 9:00am FFF (WNZF) 9:00am Toby Tobin 12:00pm Jeff Douglas	25 10:00am Fall Festival - Remembering Vets (Central Park at Town Center) - Kendra Iannotti
26	27 8:00am Melanie (Daytona Airport) 12:00pm JA Dev Invitation: Lunch @ 5:00pm College & 5:00pm Invitation:	28 9:00am Attorney Discussion (Zoom & Palm Harbor Conference Room) - Denise Bevan	29 9:00am TPO (160 Lake Avenue 12:00pm Toby (Thai by Thai) 3:00pm Invitation: Flagler Schools/City	30 10:00am CE Ethics & Procurring Cause (Grand Living Realty)	Oct 1	2

October 2021

October 2021							November 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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3	4	5	6	7	8	9	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28	29	30				
31													

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 26	27	28	29	30	Oct 1 11:45am Priority Discussion (145 City) 3:00pm FC Legislative Delegation Mtg	2 9:00am VMA to Host Robot Brawl Sat., Oct. 2nd at Jackie Robinson Ballpark
3 12:00pm IEDC Conference (Nashville, Tennessee) - Kendra Iannotti	4	5 4:30pm Mtg with Citizen, Daniel Lukach 6:00pm City Council	6 1:30pm PI&E/CM Wkly Mtg (Palm Harbor) 2:00pm WOW with Mayor Alfin (Mayor's	7 3:00pm IEMO Conference - Orlando (Wyndham Orlando Resort & Conference Center) 10:00am Palm Harbor Neighborhood Watch Meeting (VFW in	8 7:20pm Movies in the Park (Central Park at Town Center) -	9
10 IEMO Conference - Orlando 7:30am Pink on Parade 5K (VIRTUAL) - Kendra Iannotti	11 10:00am Advent Cat Scan	12 9:00am City Council 2:00pm 3:00pm EmmaLovesK9s 4:00pm Mtg with	13 Special Guest - 7:30am Visit SW Facility 8:15am Visit PW Facility 10:00am Updated	14 9:00am Meeting with Interim TPO Executive 10:30am Flagler County Public Transportation	15 5:00pm SPEAK at the Lincoln Day Dinner (Palm Coast Community Center) -	16
17	18 1:00pm FW: Fall Citizen's Academy Class #5 - 2:45pm JUNIOR 4:00pm Roll play (City	19 9:00am City Council Business Mtg (City 2:30pm PC Arts 5:00pm Food Truck	20 9:00am Gioia Sails South Tour + WOW (10 11:30am Tiger Bay Event Announcement	21 9:00am COP Vacation 10:00am CM/Public 10:30am FCEF Take 12:00pm Meet & Greet	22	23 10:00am eSports Tournament, Madden 21 (Community Center) - Kendra
24	25 12:00pm Speak at the Trustco Bank Ribbon 2:15pm SPEAK at the PC 3:00pm Palm Harbor	26 4:15pm Invitation: Taste of FUN Coast - fund raiser for the turtle hosp. @ Tue Oct 26,	27 9:00am FCAR GMM 9:00am R2CTPO Board 11:00am Meeting with 1:00pm Town Center	28 7:30am PC Business 2:00pm WOW Filming - 3:30pm The Southern 5:00pm General	29 10:30am Founder's Day with Historical Mural 12:00pm Kickoff with the Mayor -	30 10:00am FDOT & TPO Lecture, Statewide Mobility Week (Community Center) -
31	Nov 1	2	3	4	5	6

November 2021

November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6			1	2	3	4	
7	8	9	10	11	12	13	5	6	7	8	9	10	11
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21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Oct 31	Nov 1 11:00am Dr Borberly	2 8:30am 8:30 AM Appointment - WOW 3:00pm Workforce Development 3:30pm Mtg with Billy 6:00pm City Council	3 3:30pm UNF Innovation Challenge Dry Run (Community Wing) - Brittany N. Kershaw	4 9:00am CM/Public Information & 9:30am Wattcore site visit (4 Commerce 1:00pm Re. Shoaf / 5:00pm SPEAK at the	5	6
7	8 12:00pm Weekly meeting with Mayor - meeting prep (Palm Harbor Conference Room) - Denise Bevan	9 9:00am City Council Workshop (City Hall, 2:00pm Mtg with Manuel Viegas 3:00pm Meeting with Mayor David Alfin -	10 1:30pm FW: Spectrum News' "In Focus with Allison Walker" - newly elected and reelected mayors (virtual via WebEx) -	11 City Closed - Veterans Day 10:00am Veterans Day Ceremony (County 11:30am Veterans Day Luncheon (Central	12 8:30am 9AM - Free For All Friday Radio Show (WNFZ) - Brittany N. 1:00pm Speak to the Senior Citizen's Friendship Club (VFW,	13 7:00pm Speak at Anniversary of the Portuguese Cultural Center (Portuguese American Cultural Center - Palm Harbor
14 4:00pm World Diabetes Day (Central Park in Town Center) - Kendra Iannotti	15 10:30am Project discussions (Palm Harbor Conference 11:30am Funeral Service 12PM for Bunnell Police Sgt. Dominic	16 9:00am City Council Business Mtg (City 12:00pm Staff Appreciation Lunch 5:30pm Speak to Kiwanis Club of	17 4:00pm WOW Filming (Council Chambers) - Brittany N. Kershaw 6:00pm Special Council Business Mtg - City Manager Search	18 8:00am Utility Tour/Presentation at 4:00pm FC Leadership Class (FCGSB, 3rd 6:00pm V-Card Ice Breaker (no speaking;	19 8:30am VCard Beyond the Icebreaker Conference (Plaza Hotel & Spa, 600 N Atlantic Avenue, Daytona Beach) -	20
21	22	23	24	25 7:45am Thanksgiving Feet to Feast 5K (Daytona State College) - Kendra Iannotti	26	27 6:00pm Tree Lighting Ceremony (Central Park at Town Center) - Kendra Iannotti
28	29 8:30am Wkly Mayor/City Manager Mtg (Palm 9:00am Check in: Mayor, CM & ACM 5:00pm Hanukah Celebration - Lighting	30	Dec 1	2	3	4

December 2021

December 2021							January 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Nov 28	29	30	Dec 1	2 9:00am Project(s) Update (Mayor's 10:00am CM/Public Information & 11:00am WOW for 1:00pm TrustCo Wow	3 3:00pm The Southern Group / COPC Meet & Greet (Palm Harbor Conference Room) - Denise Bevan	4
5	6 8:00am SAP Work Session 1 of 2 (Palm Harbor Conference 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)	7 8:00am SAP Work 12:00pm SPEAK at the 2:30pm Mtg with Dan 3:30pm Meet with Elijah 5:30pm Photo Ops 6:00pm City Council	8 12:00pm FLC Mayor's Meeting (Flagler Beach) - Kendra 3:30pm Review 12/14 City Council Presentation for	9	10	11 5:30pm Starlight Festival (Central Park at Town Center) - Kendra Iannotti
12	13 8:00am Wkly Mayor/City Manager Mtg (Palm 10:00am Call Christopher Chartier 10:30am All Pro Dad 3:00pm MetroNet Pre	14 9:00am City Council Workshop (City Hall, 1:00pm Metronet/COPC Meet & Greet (Palm 1:30pm MetroNet Media 1:30pm Metronet Press	15 2:30pm WOW Filming for Holidays (Roy Sieger's Office at the Flagler Exec Airport) - Brittany N. Kershaw	16 7:15am 7:30 AM START 9:00am CM/Public 9:00am Portrait Photos 10:00am FPL Franchise 10:30am FCEF Take 11:00am Louie	17 8:30am WNZF Free For All Friday (WNZF) - David Alfin 3:00pm FLC Mayor Round Table - Champion Mayors	18 10:00am Heroes & Helpers Holiday Celebration 4:00pm Holiday Boat Parade - Ride the Lead Boat, M&G
19	20 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	21	22	23	24	25
26	27 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	28	29	30	31	Jan 1, 22

January 2022

January 2022							February 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28					
30	31												

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Dec 26	27	28	29	30	31	Jan 1, 22
2	3 8:30am Wkly Mayor/City Manager Mtg (Palm) 12:00pm Mayor's 30/30 Challenge - KICK OFF	4 1:00pm Horan/COPC 2:30pm Pool Complex 3:00pm 6:00pm City Council	5 4:30pm Walk with Elected Officials - Mayor's 30/30 Challenge (Graham	6 10:30am NEFRC Elected Officials Luncheon & 2022 Regional Awards for Excellence	7	8 10:00am Workout with the Sheriffs Office - Mayor's 30/30 Challenge (Central
9	10 8:30am PI&E/CM Wkly 9:00am Wkly Mayor/City 10:00am Mayor Flight & 10:00am Nature Walk -	11 9:00am City Council 1:00pm State of the City 2:00pm COPC Arts 2:30pm Town Center	12 8:30am County-Wide Call for TPO Projects 4:30pm Walk with 6:00pm SPEAK to the	13 10:00am Racquet Ctr Update (Palm Harbor 10:45am Town Center 1:00pm COPC Arts Mtg	14 9:00am Ruck with the National Guard & 2:00pm Elite Dance Studio (Elite Dance	15 9:00am 2022 Martin Luther King Jr. Celebration (201 East Drain St. Bunnell, FL
16	17 Closed - MLK Day	18 9:00am City Council Business Mtg (City 11:00am Review Legislative Action Day	19 4:30pm Walk with City Officials - Mayors 30/30 Challenge (Waterfront Park -	20 10:00am Gopher Tortoise Nature Walk 11:30am CALL Helen Hijek (CALL) - Kendra	21	22 11:00am Bike Ride with Vice Mayor Branquinho - Mayors 30/30 Challenge (City
23	24 8:30am Wkly Mayor/City Manager Mtg (Palm 10:00am Mayor / Jason Catch UP (Mayor's	25 6:30pm Congressman Waltz, Military Appointment Ceremony (Flagler	26 9:00am R2CTPO Board Mtg (2570 West 1:30pm Call on OKR (Phone Call) - Kendra	27 9:30am WOW videos (Council Chambers) - 10:00am CM/Public 4:00pm FC Leadership	28 8:30am CONFIRMED for Field Trip (Meet at 12:00pm Dog Walk with Council Member	29 9:00am Pickleball Tournament with Mayor Alfin & Council Member Klufas-
30 10:00am PC United Methodist Church (Palm Coast United Methodist Church,	31 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City	Feb 1	2	3	4	5

February 2022

February 2022							March 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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27	28						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jan 30	31	Feb 1 12:00pm AdventHealth WALK with City 1:30pm State of the City Follow Up (3) (Palm Harbor) 6:00pm City Council Business Mtg (City)	2 12:00pm Celebratory Finishers Walk - Mayors 30/30 2:00pm DSC/COPC Arts Virtual Discussion (Zoom Link (Provided))	3 12:30pm Mayor/Holley Touch Base Mtg 2:00pm Overview of MedNexus with 4:00pm FC Leadership 6:00pm SPEAK to the PC	4	5
6	7 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - FLC Days (Tallahassee) - Denise Bevan	8 9:00am City Council 9:00am CTST Meeting - 12:00pm Travel 5:30pm FW: 6:15pm FW: Meeting	9 Legislative Action Days 8:00am FW: City of Palm 9:00am FW: Frances 12:30pm FW: City of 1:30pm FW: Catch up w/	10 9:00am CM/Public Information & 10:00am State of the City Content (Palm Harbor) 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra	11 8:00am Breakfast Meeting, Dr. Jackson 11:00am Lunch N' Lecture (Palm Coast) 1:45pm WOW Flagler County Public Library	12
13	14 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor) 10:00am Toddler Monday Funday 10:30am Family Life 3:00pm Palm Coast Tax	15 9:00am City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	16 5:30pm Speak at the Jr. Chamber Substance Abuse Prevention Forum (Community Center) - Kendra Iannotti	17 2:00pm Spectrum News 13 Interview - Griffin, Nicole L 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra	18 9:00am FFF (WNZF) 12:00pm LUNCH with Howard Holley (Atlantic Grille at the Palm Coast) 4:30pm Red White and Blues OFFICIAL	19 2:30pm Speak at the Four Chaplains Service (VFW, OKR) - Kendra Iannotti
20	21 Closed-President's Day 8:00am Form 9 Reminder - Virginia Smith	22 12:00pm Duncan Vanderbilt & Mayor 1:00pm State of the City (4) (Palm Harbor) 5:30pm Flagler County Cultural Council	23 9:00am R2CTPO Board Mtg (2570 West International Speedway Boulevard, Suite 100 Daytona Beach, FL)	24 10:00am CM/Public Information & 4:00pm FC Leadership Academy (GSB, 3rd Floor) 4:00pm REMINDER - Donation List to	25	26
27 2:00pm Black History Month: A Place for All People (AACs, African American Cultural Society, 4422 US Hwy 1,) -	28 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room) 10:00am Interview for Flagler County Strategic Plan (Phone)	Mar 1	2	3	4	5

March 2022

March 2022							April 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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20	21	22	23	24	25	26	17	18	19	20	21	22	23
27	28	29	30	31			24	25	26	27	28	29	30

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 27	28	Mar 1 1:00pm Speak to FCAR, Flagler County 5:00pm Dinner with the calendar entry 6:00pm City Council Business Mtg (City)	2 4:00pm FW: Zoom w/ Alex Reed, DEP & City of Palm Coast (https://thesouthernngroup.zoom.us/j/89108211515?pwd=cFVWZ)	3 10:30am JU Global Citizen Award 3:30pm FW: Southern Group / Palm Coast 4:00pm FC Leadership 4:00pm Pool Discussion	4 11:00am HR Dept. Mtg (HR Offices) - Denise Bevan 1:00pm Invitation: BTSRC Working Group Meeting @ Fri	5 10:00am PC Little League Opening Ceremonies (Indian Trails Sports Complex) - Kendra Iannotti
6	7 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	8 9:00am City Council Workshop (City Hall, 9:00am CTST Meeting (1st Floor Conf Room) 2:00pm State of the City 3:30pm Canceled: WOW	9 7:00am Breakfast with Pastor Greg of 8:30am START TIME 9AM: WNDB with 3:00pm Town Center 5:00pm Speak at the	10 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra Iannotti	11	12
13	14 8:00am Site Visit with Resident/Mayor/City 8:45am Site Visit with Resident/Mayor/City 10:00am Discuss Future of City Leadership	15 9:00am City Council Business Mtg (City 2:00pm SAP Mtgs - Mayor Alfin (Pine 5:00pm Food Truck Tuesday -	16 1:30pm Rowing Club Discussion (Palm Harbor Conference Room) - Denise Bevan	17 10:00am FL Ag Museum Board of Trustees 1:30pm Agenda Item (https://us02web.zoo) 3:30pm FW: Southern 4:00pm FC Leadership	18 2:00pm Updated invitation with note: Legislative Funding Comms Meeting @ Fri Mar 18, 2022 2pm - 3pm (EDT)	19
20	21 8:30am Wkly Mayor/City Manager Mtg (Palm 10:00am TPO 10:30am Review 12:00pm Invitation: 1:00pm 9463	22 8:30am Portraits for City Council (Community 9:00am Vacant Council Seat Special Mtg AND 4:00pm County Mtg with City Manager	23 9:00am R2CTPO Board Mtg (2570 West International 3:30pm Contractor/COPC Mtg (Palm Harbor	24 10:00am CM/Public 11:00am CDD 1:30pm State of the City 2:30pm Meeting with 4:00pm FC Leadership 5:30pm SPEAK to the	25	26 9:30am Welcome the NCCAA Youth Sports Clinic (Holland Park) - 10:00am STOP BY: SmallBIZ EXPO and Conference (Central
27	28 8:30am Wkly Mayor/City Manager Mtg (Palm 9:15am Change in Palm 10:00am Econ 11:30am Lunch with 5:30pm Flagler County	29 5:30pm A1A All-American Road Dedication Ceremony Invitation (South Lawn - Bridge of Lions, St. Augustine,	30 3:00pm Mtg with Mr. Mandel, Discussion-Council 5:00pm Speak to the Sheriff's Citizens Academy Association	31 10:45am PCO News Show LIVE on PCO's 2:00pm IT Department 3:00pm Video Shoot for 3:30pm FW: Southern 4:00pm FC Leadership	Apr 1	2

April 2022

April 2022							May 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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17	18	19	20	21	22	23	22	23	24	25	26	27	28
24	25	26	27	28	29	30	29	30	31				

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 27	28	29	30	31	Apr 1	2
3	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)</p> <p>9:15am Green Lion Cafe Discussion with</p> <p>6:00pm SPEAK at Citizen's Academy</p>	<p>10:00am Mtg-Spectrum 13 News Directors</p> <p>11:00am Lake Forest Homeowner's</p> <p>2:00pm State of the City</p> <p>6:00pm City Council</p>	<p>12:00pm Flagler League of Cities (@ Bunnell-Mayors' Meeting)</p> <p>5:00pm Thrasher Welcome Back to the Southern Group</p>	<p>10:00am CM/Public Information &</p> <p>10:45am PCO News</p> <p>1:00pm FC Community</p> <p>1:00pm Flagler</p> <p>4:00pm FC Leadership</p>	<p>9:00am Mayor's Regional Breakfast (Palatka (Restaurant is</p> <p>8:00pm Movies in the Park - INFORMATIONAL</p>	<p>10:00am Egg'Stravaganza - INFORMATIONAL (Central Park at Town Center) - Kendra Iannotti</p>
10	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)</p> <p>6:00pm Speak to the American Legion Post 115 (VFW Hall, OKR) -</p>	<p>9:00am City Council Workshop (City Hall, Community Wing - Council Chambers) - Kendra Iannotti</p>	<p>8:30am Utility Department Mtg (Utility Department - 2 Utility Drive) - Denise Bevan</p>	<p>10:45am PCO News Show LIVE on PCO's</p> <p>11:30am Invitation: Meeting : Pastor</p> <p>3:30pm FW: Southern</p> <p>4:00pm FC Leadership</p>	<p>Closed-Good Friday</p>	16
17	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan</p>	<p>9:00am City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti</p>	<p>1:00pm MUST ATTEND: State of the City Dry Run (Community Center Rm 112) - Brittany N. Kershaw</p>	<p>9:30am Speak to the</p> <p>10:30am FCEF Take</p> <p>10:45am PCO News</p> <p>1:30pm P&R</p> <p>2:30pm SOTC Prep</p> <p>4:00pm FC Leadership</p>	<p>9:00am Kickoff Meeting for Arts/Cultural (City Hall Community Wing) - Lauren Johnston</p>	<p>8:00am HOLD for Earth Day Cycling Event (A1A) - Kendra</p> <p>6:00pm Read Proclamation at the HAC's 35th</p>
24	<p>8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference)</p> <p>9:15am Pavement Mgmt Program Discussion with Mayor Alfin &</p>	<p>9:00am Special Budget Workshop - SAP Eval #2 (Council Chambers) - Kendra Iannotti</p>	<p>9:00am R2CTPO Board Mtg (2570 West International</p> <p>11:30am Fire Department Visit (FS25) - Denise Bevan</p>	<p>5:00pm FLC, IEMO II Course (Cocoa Beach) - Kendra Iannotti</p> <p>10:45am PCO News Show LIVE on PCO's</p> <p>3:30pm FW: Southern Group / Palm Coast</p> <p>4:00pm FC Leadership</p>	<p>6:30pm</p>	30

May 2022

May 2022							June 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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22	23	24	25	26	27	28	19	20	21	22	23	24	25
29	30	31					26	27	28	29	30		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 1	2 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City 10:30am Advent Cat Scan	3 6:00pm City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	4 8:00am SW&E Department Visit (Stormwater Facility - Utility Drive) - Denise Bevan	5 7:30am Ntl Day of Prayer Breakfast 10:00am CM/Public Information & 4:00pm FC Leadership 7:30pm Law	6 8:00am PW Department Visit (PW Yard - Wellfield Grade) - Denise Bevan	7
8	9 8:40am Dr Borberly 3:00pm Solid Waste Discussion with Mayor Alfin & City 4:00pm Wkly Mayor/City Manager Mtg (Palm	10 9:00am City Council Workshop (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	11	12 9:00am Finance Department Visit 11:00am Citizen Engagement Division 3:30pm FW: Southern 4:00pm FC Leadership	13 9:30am Admin Department Visit (Palm Harbor 8:15pm Movies in the Park-INFORMATIONAL (Central Park at	14
15	16 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	17 9:00am City Council Business Mtg (City Hall, Community 5:00pm Food Truck Tuesday (Central Park at Town Center) -	18	19 10:00am CM/Public Information & 4:00pm FC Leadership Academy (GSB, 3rd 7:00pm SURJ Mtg (Terranova's	20	21
22	23 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	24 9:00am Special Budget Workshop - Fund Account & Revenue Restrictions (Council Chambers) - Kendra Iannotti	25 9:00am R2CTPO Board Mtg (2570 West 11:45am Parkview Church Virtual 2:30pm Speak to the NJ Club Monthly Mtg	26 3:30pm FW: Southern Group / Palm Coast (Zoom) - Jason 4:00pm FC Leadership Academy (GSB, 3rd Floor) - Kendra	27	28 1:00pm SPEAK at the 10th Annual Pool Safety Day-INFORMATIONAL (Palm Coast Aquatics Center) -
29	30 Closed - Memorial Day 8:00am Memorial Day Ceremony (Heroes Memorial Park) - 8:30am Wkly Mayor/City Manager Mtg (Palm	31	Jun 1	2	3	4

June 2022

June 2022							July 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
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19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 29	30	31	Jun 1	2 10:00am NEFRC Town Center Presentation to the NEFRC (Jax) - Kendra Iannotti	3	4
5	6 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	7 6:00pm City Council Business Mtg (City Hall, Community Wing - Council Chambers) - Kendra Iannotti	8	9 3:30pm FW: Southern Group / Palm Coast (Zoom) - Jason DeLorenzo	10 8:40pm Movies in the Park-INFORMATIONAL (Central Park at Town Center) - Kendra Iannotti	11
12	13 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	14 9:00am City Council Workshop (City Hall, Community Wing - 9:00am Special Budget Workshop - Budget Prep Series Overview	15	16 10:00am CM/Public Information & Engagement Bi-Weekly Mtg (Palm 10:30am FCEF Take Stock	17	18
19	20 Closed-Juneteenth (Observed) 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City	21 9:00am City Council Business Mtg (City Hall, Community 5:00pm Food Truck Tuesday-INFORMATIONAL (Central Park at	22 9:00am R2CTPO Board Mtg (2570 West International Speedway Boulevard, Suite 100 Daytona Beach, FL	23 10:15am World's Largest Swim Lesson-INFORMATIONAL 3:30pm FW: Southern Group / Palm Coast (Zoom) - Jason	24	25
26	27 8:30am Wkly Mayor/City Manager Mtg (Palm Harbor Conference Room (OR City Manager's Office)) - Denise Bevan	28 9:00am Special Budget Workshop - Council Priority & Update (Council Chambers) - Kendra Iannotti	29	30 10:00am CM/Public Information & Engagement Bi-Weekly Mtg (Palm Harbor Conference Room) - Kendra	Jul 1	2

9. **CITY COUNCIL MEMBERS ARE NOT IMMUNE FROM INCREASED COST OF LIVING.**

Council members suffer from the same economic conditions as all residents of Palm Coast without consideration for cost of living or other benefits to decrease the impact of inflation. The city does not accrue any benefits or grant any bonus for service by City Councilman.

10. **INCREASED COMPENSATION IS A LOGICAL BUSINESS DECISION.** My business career spans nearly 50 years across 62 countries. Workers that are paid below market work less and under-achieve. The laws of supply and demand support the theory that hiring employees possessing valuable credentials are scarce and more demanded. Their employment is usually dependent on market or better compensation being offered.

My research and conclusions on this matter openly and authentically reflect my genuine concern for meeting the growing needs of a prospering community. Palm Coast is best served by attracting the largest number of diverse and worthy candidates who fulfill their commitment to our community at the highest level. I know this discussion is most certainly contentious. But it absolutely should be decided with some consensus. Let's all talk and listen to each other.

David I Alfin

Mayor City of Palm Coast

ORDINANCE 2022-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA PURSUANT TO ARTICLE IV, SECTION 6 OF THE CITY OF PALM COAST CHARTER, ADOPTING AN INCREASE TO THE MAYOR AND CITY COUNCIL MEMBERS' COMPENSATION; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the *City of Palm Coast Charter*, at Section 6(a) (Chapter 99-448, Law of Florida, as amended by Chapter 2002-339, *Laws of Florida*) provides, in pertinent part, that:

“The Council members and Mayor shall receive compensation as established by ordinance. Such compensation shall not take effect until the date of commencement of the terms of Council members elected at the next regularly scheduled election that follows the adoption of said ordinance by at least six months.”

; and

WHEREAS, the demands upon the City Council of the City of Palm Coast result in a large amount of time to be devoted toward fulfilling responsibilities and duties to the City and such activities preclude these public officials from engaging in other activities and endeavors; and

WHEREAS, the City Council of the City of Palm Coast has reviewed the salaries of the mayors and city councils and commissions of various comparable municipalities located in the State of Florida along with the salaries of local officials in Flagler County and has concluded that the compensation of the Mayor and the Members of the City Council of the City of Palm Coast merit an adjustment and that the current compensation structure is disproportionate to the time

and effort required for such public service to the City of Palm Coast; and

WHEREAS, it is desirable, and in the public interest, to ensure that public officials are not required to have undue costs and financial burdens cast upon them as a result of public service and it is, further, recognized that some reasonable level of compensation to public officials will encourage those who might not otherwise be able to participate in local government to participate and expand the potential pool of candidates for City office; and

WHEREAS, all requirements of controlling State law and the provisions of the *City of Palm Coast Charter* have been complied with relative to the enactment of this Ordinance.

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

SECTION 1: LEGISLATIVE FINDINGS; COMPENSATION FOR MAYOR, AND MEMBERS OF THE CITY COUNCIL.

(a). It is necessary, serves a public purpose, and is in the best interest of the citizens of the City of Palm Coast, Florida, to modify the compensation of the Mayor and Members of the City Council of the City of Palm Coast as set forth in this Section. The findings set forth in the recitals (whereas clauses) to this Ordinance and hereby adopted as additional legislative findings.

(b). The Mayor of the City of Palm Coast, Florida shall receive the annual salary of \$46,470.00 payable in accordance with City pay periods for City employees.

(c). Each Member of the City Council of the City of Palm Coast, Florida, not serving as Mayor, shall receive the annual salary of \$44,670.00 payable in accordance with City pay periods for City employees.

SECTION 2. CONFLICTS. All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder shall nevertheless be given full force and effect, and to this end, the provisions of this Ordinance are hereby declared severable.

SECTION 4. CODIFICATION. This Ordinance shall not be codified in the *Code of Ordinances of the City of Palm Coast* provided, however, that the Code codifier shall take the actions herein stated.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective the date of commencement of the terms of Members of the City Council elected at the next regularly scheduled election that follows the adoption of this Ordinance by at least six (6) months.

Approved on the **FIRST READING** this _____ day of _____, 2022.

Adopted on the **SECOND READING AFTER DUE PUBLIC NOTICE AND HEARING** this ____ day of _____ 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

Department MAYOR AND CITY COUNCIL	Amount
Division	Account
	#
Subject RESOLUTION 2022-XX APPROVING THE CITY MANAGER'S CONTRACT WITH MS. DENISE BEVAN	
Presenter : Mayor and City Council	
Background : UPDATE TO THE MARCH 22, 2022 SPECIAL BUSINESS MEETING This item was heard by City Council at their March 22, 2022 Special Business Meeting. City Council tabled this item to allow for further review by City Council. ORIGINAL BACKGROUND FROM THE MARCH 22, 2022 SPECIAL BUSINESS MEETING At the February 15, 2022 Business Meeting, the City Council voted unanimously to appoint Ms. Denise Bevan as the new City Manager. Ms. Bevan accepted. City Council approved the City Attorney, the City Clerk, and Mayor Alfin (as the Council liaison) to negotiate the terms of the contract to be brought back to Council for consideration at a future business meeting. Attached for Council reference is a salary comparison chart from the Florida League of Cities and the draft contract negotiated with Ms. Bevan.	
Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING THE CITY MANAGER'S CONTRACT WITH MS. DENISE BEVAN	

Municipality	County	Region	Form of Government	2019 Population	Survey Respondent?	What is your municipality's current annual salary for the position of mayor?	What is your municipality's current annual salary for the position of commissioner/councilperson?	If applicable, what is your municipality's current annual salary for the position of manager?
Homestead	Miami-Dade	Southeast	Council-Manager	76,236	1	\$6,000.00	\$4,800.00	\$200,000.00
Boynton Beach	Palm Beach	Southeast	Council-Manager	77,696	1	\$23,823.00	\$19,853.00	\$235,000.00
Deerfield Beach	Broward	Southeast	Council-Manager	79,497	1	\$38,500.00	\$32,132.00	\$200,000.00
Melbourne	Brevard	Central	Council-Manager	83,349	1	\$10,350.00	\$7,475.00	\$189,680.00
Largo	Pinellas	Central	Council-Manager	83,737	1			
Palm Coast	Flagler	Central	Council-Manager	86,768	1	\$11,400.00	\$9,600.00	\$145,000.00
Fort Myers	Lee	Southwest	Council-Manager	87,871	1	\$42,411.20	\$32,635.20	\$205,253.40
Plantation	Broward	Southeast	Council-Strong Mayor	90,354	1	\$123,481.00	\$31,397.00	
Deltona	Volusia	Central	Council-Manager	91,520	1	\$14,187.42	\$10,520.38	\$150,001.28
Sunrise	Broward	Southeast	Council-Manager	93,365	1	\$47,352.00	\$47,352.00	\$216,011.00
Miami Beach	Miami-Dade	Southeast	Council-Manager	93,988	0			
Boca Raton	Palm Beach	Southeast	Council-Manager	94,488	1	\$38,000.00	\$28,000.00	\$281,255.00
Davie	Broward	Southeast	Council-Manager	104,249	1	\$12,828.00	\$12,828.00	\$258,000.00
Lakeland	Polk	Central	Council-Manager	107,552	1	\$44,599.00	\$29,733.00	\$214,271.00
Pompano Beach	Broward	Southeast	Council-Manager	112,058	1	\$40,216.80	\$37,535.47	\$262,159.04
Miami Gardens	Miami-Dade	Southeast	Council-Manager	114,284	0			
West Palm Beach	Palm Beach	Southeast	Council-Strong Mayor	115,176	1	\$150,000.00	\$35,000.00	\$249,000.00
Palm Bay	Brevard	Central	Council-Manager	115,322	1	\$23,145.00	\$11,572.00	\$165,000.00
Clearwater	Pinellas	Central	Council-Manager	116,585	1	\$28,097.00	\$23,414.00	\$209,753.00
Coral Springs	Broward	Southeast	Council-Manager	129,067	1	\$23,501.17	\$18,800.46	\$228,093.50
Gainesville	Alachua	Northeast	Council-Manager	133,068	1	\$44,209.91	\$34,736.22	\$255,000.00
Miramar	Broward	Southeast	Council-Manager	138,837	1	\$43,411.00	\$34,175.00	\$225,000.00

Total:			21,208,589	2,225,067	20	\$765,512.50	\$461,558.73	\$3,888,477.22
Percentage:			statewide population	10.5%	91%			
Average:			10,469,162			\$40,290.13	\$24,292.56	\$216,026.51
Median:			unincorporated popl.			\$38,000.00	\$28,000.00	\$215,141.00

Florida:	21,208,589
Incorporated:	10,739,427
Unincorporated:	10,469,162

Population Data: University of Florida, Bureau of Economic and Business Resesarch, April 2019 Estimates
Note: revenue & expenditure data for Altha, Esto, Gretna, Hampton and Lazy Lake were not yet available.

RESOLUTION 2022-____
CITY MANAGER CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE CONTRACT WITH DENISE BEVAN FOR CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at the February 15, 2022 Business Meeting, City Council selected Ms. Denise Bevan as the City Manager of the City of Palm Coast; and

WHEREAS, Ms. Denise Bevan desires to enter into a contract with the City of Palm Coast to be the City Manager; and

WHEREAS, City Council of the City of Palm Coast desires to enter into a contract with Ms. Denise Bevan as the City Manager.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA:

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with Ms. Denise Bevan, as the City Manager, as attached hereto and incorporated herein as reference by Exhibit “A.”

SECTION 2. AUTHORIZATION TO EXECUTE. The Mayor is hereby authorized to execute the necessary documents.

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 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 Mayor is hereby authorized to take any actions necessary to implement the action taken in this Resolution.

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on the 5th day of April 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-Bevan Contract

PALM COAST CITY MANAGER
EMPLOYMENT AGREEMENT

THIS PALM COAST CITY MANAGER EMPLOYMENT AGREEMENT, hereinafter referred to as "Agreement", is made and entered into on the 22nd day of March, 2022, by and between the **CITY OF PALM COAST**, a municipality and political subdivision of the State of Florida, by and through its City Council, hereinafter referred to as "City", and, **Denise Bevan**, hereinafter referred to as "City Manager", both of whom constitute the "Parties" hereto.

WITNESSETH:

WHEREAS, the City is desirous of obtaining the employment of Denise Bevan as its City Manager upon the terms and conditions, and with the compensation and benefits, set forth in this Agreement; and

WHEREAS, Denise Bevan has indicated her willingness to accept the responsibilities and render specific performance to the City as City Manager; and

WHEREAS, both Parties understand that it is mutually beneficial to have a contract of employment between the City and the City Manager setting forth agreements and understandings which: (1) provide the inducement for Denise Bevan to accept the job of City Manager, (2) make possible full work productivity by assuring Denise Bevan's morale and peace of mind with respect to future security, and (3) provide a just means for terminating the City Manager's services at such time as the City may desire to terminate her employment.

NOW, THEREFORE, in consideration of the mutual covenants and promises which the Parties set forth below, the City and the City Manager agree as follows:

1. **EMPLOYMENT OF CITY MANAGER.** The City hereby employs Denise Bevan as its City Manager and Denise Bevan hereby accepts such employment upon the terms and conditions set forth herein. Denise Bevan is a current resident of Palm Coast, as required by Article V, Section 2(b) of the City of Palm Coast Charter.

2. **TERM OF AGREEMENT.** The term of the City Manager's employment is indefinite subject to the conditions herein.

3. **EFFECTIVE DATE.** The effective date of this Agreement is March 22, 2022.

4. **DUTIES.** The City Manager will perform all duties normal and customary for the position of a City Manager, plus all duties imposed on her by the City's Charter, applicable laws, ordinances, regulations, policies of the City Council, and all other proper and legally permissible duties as she may be directed to perform by the City

Council. The City Manager agrees to perform the functions of her office in a loyal, efficient, competent and professional manner at all times.

5. **COMPENSATION.**

- a. Beginning March 22, 2022, the City Manager shall receive an annual salary of \$175,000.00 (“Base Salary”) which shall be paid in accordance with the City’s pay schedule for all employees. Annual adjustments will be in accordance with the annual performance review as stated in Paragraph 9.
- b. The City will contribute, immediately upon employment, on a per payroll basis, to the City’s Defined Contribution compensation plan 401(a), for so long as the City Manager is employed by the City, a sum equal to seventeen percent (17%) of the City Manager’s base salary, in accordance with the plan documents, as may be amended from time to time, not to exceed the maximum allowable by law. The City Manager shall be 100% vested in all funds contributed to the 401(a).
- c. In addition to the 401(a) plan, the City offers a 457(b) deferred compensation plan and provides for a 2% match of an employee’s contribution provided the employee contributes a minimum of 2% of their salary. The City’s retirement plans will be administered in accordance with the plan documents. In the event of a conflict between this Agreement and the plan documents, the plan documents shall govern.
- d. The City Manager’s compensation shall include a monthly car allowance of \$500.
- e. The City Manager shall be provided a data/phone device or stipend, as may be amended from time to time in accordance with City policy.
- f. Beginning on October 1, 2022, the City Manager shall receive annual cost of living increases at the same times and in the same percentage as other City of Palm Coast employees receive for the term of this Agreement. Further, the City Manager shall receive merit increases consistent with those approved by the City Council for City of Palm Coast employees generally.

6. **BENEFITS.** City Manager shall receive and continue to be eligible for the City’s group health and benefits program (the Plan) at the benefit levels as the Assistant City Manager and other City department heads as provided by the City’s Personnel Policies and Procedures, the Charter, or City ordinances. The Plan currently includes medical/health insurance plan, short-term disability, long-term disability, dental, life insurance, and vision insurance. The City agrees to pay the full premiums for the City

Manager and her eligible dependents. Workers' compensation coverage is currently effective and shall remain so until termination of this Agreement. In the event of a conflict between this Agreement and the Plan or respective plan documents, the Plan and plan documents, as may be amended from time to time, shall govern.

- a. Vacation leave shall continue to accrue, on a per pay period basis, as other City department heads as provided by the City's Personnel Policies and Procedures, the Charter, or City ordinances. The City shall pay the City Manager for any accumulated and unused paid leave upon termination of this Agreement up to 320 hours.
- b. Sick leave shall continue to accrue, on a per pay period basis, as other City department heads as provided by the City's Personnel Policies and Procedures, the Charter, or City ordinances. However, upon termination of this Agreement, the City will pay the City Manager up to a maximum of 320 hours.
- c. The City Manager's vacation and sick time previously earned shall not lapse and shall continue to accrue during her term as City Manager.

7. **TERMINATION OF EMPLOYMENT.** This Agreement may be terminated as follows:

- a. This Agreement may be terminated by a majority vote of the full City Council for cause, as per the City Charter. In this Agreement, "Cause" is defined to mean a conviction of a felony; an intentional act of felonious embezzlement or theft from the City that occurs in the course of the City Manager's employment with the City; continued willful failure to substantially perform her duties as City Manager (other than as a result of incapacity due to physical or mental illness); or willful conduct that is determined to be materially injurious to the City by the City Council. For purposes of this Agreement, an act, or failure to act, shall not be deemed willful or intentional, as those terms are utilized herein, unless it is done, or omitted to be done, by the City Manager in bad faith or without a reasonable belief that her action or omission was in the best interest of the City. If the City Council terminates City Manager for cause pursuant to this paragraph 7.a., the City Manager's sole remedy is an action in a court of appropriate jurisdiction and venue. If said court determines that the City Council did not properly terminate City Manager for cause under this Agreement, the Parties agree that such termination from employment shall be deemed a termination without cause, and the provisions of paragraph 8.a. will apply.
- b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council by a majority vote of the full City

Council as per the City Charter, to terminate the employment of the City Manager without cause at any time, subject to the Severance Pay provisions as set forth in paragraph 8 of this Agreement.

- c. The City Council may only terminate this Agreement in a manner prescribed by the City Charter.
- d. The City Manager may terminate this Agreement at any time, but only after providing written notice to the City of her intent to terminate, and delivering the notice to the City Council not less than thirty (30) days before the proposed date of termination. City Council may agree to a lesser notice period if warranted.
- e. In the event that the City Manager is charged, by indictment or information, with a felony crime, the City, at its sole discretion, may suspend the City Manager from her duties with pay immediately. Upon a conviction of any such charge, this Agreement, at the sole discretion of the City, may be terminated and the City Manager discharged from her duties consistent with the terms of this Agreement.
- f. If the City Council, citizens or legislature acts to amend any provisions of the Palm Coast Charter or Code of Ordinances pertaining to the role, powers, duties, authority, responsibilities of the City Manager's position that substantially changes the form of government, the City Manager shall have the right to declare that such amendment constitutes termination.

8. **SEVERANCE PAY.**

- a. In the event employment is terminated under Section 7.b. without cause, the City agrees to pay the City Manager as follows:
 - i. In accordance with City policy, time accrued by the City Manager, and other accrued benefits due the City Manager under the terms of this Agreement.
 - ii. The City shall pay severance in one lump-sum, inclusive of all forms of compensation, hereinafter referred to as "Severance Salary Pay", within forty-five (45) days from the date of separation if the City Manager agrees in writing to hold the City harmless and release the City from all liability relative to the termination of employment.
 - iii. Severance Salary Calculation. If terminated at any time after Effective Date of this Agreement, the City pays the City Manager the equivalent of one hundred percent (100%) of

twenty weeks base salary compensation minus all applicable taxes and deductions.

- iv. In order to maintain health and dental insurance, the City will provide a lump sum, equivalent to the continuation cost of 12 (twelve) months of coverage at the premium rate in effect at the time of termination. The City Manager may elect to use the lump sum for the purchase of continuation under COBRA, or may elect to purchase other coverage of her choosing. Coverage offered under COBRA shall be equal to those offered by the City to full-time employees, and may be amended from time to time.
 - v. All retirement benefits and the deferred compensation plan remain the property of the City Manager in accordance with the plan documents.
- b. If this Agreement is terminated for "Cause" as defined in Paragraph 7.a., the City will have no obligation to pay Severance Salary as set forth in Paragraph 8.a.iii. However:
- i. The City will pay, in accordance with City policy, accrued vacation, not to exceed 320 hours and up to 320 hours of accrued sick leave, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement;
 - ii. All retirement benefits and deferred compensation plan(s) shall remain the property of the City Manager.
- c. Severance Salary Pay will not be paid if the City Manager voluntarily resigns or retires from employment. In those circumstances, the City Manager shall be entitled to:
- i. In accordance with City policy, accrued vacation, not to exceed 320 hours for vacation and up to 320 hours for accrued sick leave, plus all retirement benefits and other accrued benefits as are due to the City Manager under the terms of this Agreement.
 - i. All retirement benefits and deferred compensation plans which remain the property of the City Manager.
 - ii. In the event of retirement, the City Manager shall be eligible for all such City programs as are available to other general-employee retirees of the City.

9. **PERFORMANCE EVALUATION.** The City, acting through the City Council, has the authority at City Council's discretion to review and evaluate the performance of the City Manager annually on the anniversary date of the execution of this Agreement or shortly thereafter but no later than October 1. The review and evaluation criteria will be based upon the Powers and Duties of the City Manager outlined in the City Charter. The City's evaluation of the City Manager shall be provided to the City Manager in writing within 30 days of the review and evaluation of the City Manager's performance.

10. **PROFESSIONAL ASSOCIATIONS AND DEVELOPMENT.**

- a. The City agrees to budget and pay for ordinary professional dues and subscriptions of the City Manager which are necessary for her participation in national, regional, state and local associations, and organizations necessary and desirable for her continued professional participation, growth and advancement.
- b. The City agrees to budget and pay for travel expenses of the City Manager pursuant to City policy, as it may be amended from time to time, while on authorized City business or while attending functions as the representative of or on behalf of the City.
- c. The City agrees to budget and pay for travel and living expenses of the City Manager for short courses, institutes, seminars, and conferences including, but not limited to ICMA and FCCMA annual conferences that are necessary for her professional development and for the benefit or the City as budgeted, consistent with then-current City policy governing such travel expenses.

11. **LEGAL REPRESENTATION.** At the City's expense, it will provide City Manager with legal representation, through the office of the City Attorney unless a conflict exists, when City Manager is party to litigation based upon her position or employment with the City or litigation based upon alleged acts or omissions arising out of or in the course and scope of her employment at the City. Such legal representation will also be provided in instances where litigation has commenced after termination of employment until the litigation has ended. The City shall have the authority to settle any such claim or litigation within the scope of the City Manager's employment and pay the amount of the settlement or judgement rendered thereon. The legal representation described herein does not include litigation arising from dismissal of the City Manager from employment by the City Council.

12. **INDEMNIFICATION.** The City shall defend, hold harmless and indemnify the City Manager against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising from any act, either alleged or real, or

omission which may occur within the scope of the City Manager's employment and performance as City Manager to the extent allowed by law. The City may compromise and settle any claim or suit and pay the amount of any settlement or judgment rendered thereon, together with attorneys' fees associated therewith.

13. **BONDING.** The City shall bear the full cost of any fidelity or other bonds required of the City Manager under any law or ordinance.

14. **NO REDUCTION OF BENEFITS.** The City shall not, at any time during the term of this Agreement, reduce the salary, compensation, or other financial benefits of the City Manager, except to the degree an across-the-board reduction applies to all other employees of the City.

15. **SEVERABILITY.** All agreements and covenants herein are severable, and in the event that any of them shall be held invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

16. **COMPLETE AGREEMENT IN WRITTEN DOCUMENT.** This written Agreement embodies the whole Agreement between the Parties, and there are no inducements, promises, terms, conditions, or obligations made or entered into by either the City or the City Manager other than contained herein. This Agreement shall inure to the benefit of the estate of the City Manager.

17. **MODIFICATION AND AMENDMENT.** Except as otherwise provided herein, this Agreement may not be modified or waived unless in writing and duly executed by both Parties to this Agreement, and any amendments hereto or waiver of material requirements herein shall be binding against the City only if expressly approved by the City Council with the same formality as the adoption of this Agreement.

18. **GOVERNING LAW.** This agreement shall be governed by the laws of the State of Florida and by the Ordinances, Resolutions, and Policies of the City not prohibited thereby.

19. **VENUE.** For any actions concerning this agreement venue shall be in the Seventh Judicial Circuit in and for Flagler County, Florida.

20. **COSTS AND ATTORNEY'S FEES.** In the event the City or City Manager brings an action to enforce this Agreement by court proceeding or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, together with reasonable attorney's fees at all levels, including appeals.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature. Palm Coast, through its City Council, authorized the City to execute this Agreement on the ____ day of _____, 2022.

CITY OF PALM COAST, FLORID

By: _____
David Alfin, Mayor

Date: _____

ATTEST:

City Clerk

By: _____
Virginia A. Smith, City Clerk

Date: _____

CITY MANAGER

By: _____
Denise Bevan

Date: _____

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

Department FINANCIAL SERVICES	Amount
Division	Account #
Subject RESOLUTION 2022-XX AUTHORIZING A BANK LOAN WITH SOUTHSTATE BANK FOR THE PURPOSE OF FINANCING STORMWATER IMPROVEMENTS	
Presenter : Helena Alves, Finance Director	
<p>Background : On September 18, 2018, City Council approved the rate resolution as outlined in the 2018 Stormwater Rate Study to adopt an accelerated plan for expediting Stormwater rehabilitation and improvement projects, to include debt funded projects.</p> <p>On January 11, 2022, staff provided City Council with the update regarding the Master Stormwater Plan and outlined the projects budgeted with the Series 2022 loan as included in the Adopted Fiscal Year 2022 Budget.</p> <p>On February 25, 2022 the City's Financial Advisor, Mark Galvin with Hilltop Securities Inc. prepared a Request for Proposals (RFP) to finance up to \$8 million to fund certain capital improvements to the Stormwater System consisting of clearing, dredging, materials, erosion control, sod and/or seed, MOT signage, concrete pipes and headwalls, earthwork and CEI services.</p> <p>On March 17, 2022 the City received 5 responses from banks to provide a fixed rate loan for 20 years. The interest rates ranged from a low of 2.59% to a high of 3.05%. Mr. Galvin has evaluated responses received and will provide Council with recommendations.</p> <p>After review the RFPs, Mr. Galvin recommends the SouthState Bank proposal that included an \$8 million qualified tax exempt loan with 20 year term, fixed rate of 2.59% for Series 2022. The loan allows the City to prepay the loan from existing funds at any time without a penalty and with a 1% prepayment penalty if the loan is refinanced. The loan will be secured solely by Stormwater Net Revenues. City Staff requests approval of the SouthState Bank proposal of a tax-exempt bank loan in an aggregate principal amount not to exceed \$8,000,000 based on Series 2022 at a fixed rate of 2.59% with final maturity at 10/1/2041. The maximum annual debt service on the 20-year loan will be approximately \$541,458. It is expected the loan will close on April 7, 2022.</p>	
<p>Recommended Action : ADOPT RESOLUTION 2022-XX AUTHORIZING A BANK LOAN WITH SOUTHSTATE BANK FOR THE PURPOSE OF FINANCING STORMWATER IMPROVEMENTS</p>	

RESOLUTION 2022-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, AUTHORIZING A LOAN FROM SOUTHSTATE BANK IN THE AGGREGATE PRINCIPAL AMOUNT OF \$8,000,000 FOR THE PURPOSE OF FINANCING STORMWATER IMPROVEMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND ACCEPTANCE OF THE BANK'S PROPOSAL; AUTHORIZING THE EXECUTION AND DELIVERY OF THE CITY'S STORMWATER REVENUE NOTE, SERIES 2022 TO EVIDENCE THE CITY'S OBLIGATIONS UNDER THE LOAN AGREEMENT, SUCH SERIES 2022 NOTE TO BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NET REVENUES OF THE CITY'S STORMWATER UTILITY SYSTEM AS DESCRIBED HEREIN; PROVIDING FOR THE RIGHTS AND SECURITIES OF THE OWNER OF THE NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast, Florida (the "City") has established and operates and maintains a stormwater management utility in accordance with Section 403.0893, Florida Statutes and the City's constitutional home rule authority, as more fully described in Chapter 24, Article III, Division 3 of the City Code (the "Stormwater System"); and

WHEREAS, the City desires to construct capital improvements for the Stormwater System, including improvements contemplated in the City's capital improvement plan for stormwater facilities (the "Project"); and

WHEREAS, the City Council of the City of Palm Coast (the "City Council") has determined that it is currently without sufficient funds to fund the costs of the Project; and

WHEREAS, the City previously issued its Stormwater Revenue Note, Series 2008 (the "Series 2008 Note"), and Stormwater Revenue Notes, Series 2019A and Series 2019B (collectively, the "Series 2019 Notes") to finance capital improvements and/or equipment for the Stormwater System; and

WHEREAS, the City previously obtained three loans from the Florida Department of Environmental Protection ("FDEP") to finance improvements to the Stormwater System by entering into State Revolving Fund Loan Agreement Nos. SW903040, SW903070 and SW180400 (collectively, the "SRF Loans"); and

WHEREAS, the City Council hereby determines that it is necessary and desirable and in the best interest of the inhabitants of the City to borrow funds to finance the Project in

accordance with Section 24-135 of the City Code and consistent with applicable law (the "Loan"); and

WHEREAS, following a competitive solicitation of bank loan proposals conducted by the City's financial advisor, the City received an offer from SouthState Bank (the "Original Purchaser") to provide the Loan to achieve these objectives; and

WHEREAS, amounts due under the Loan will be evidenced by the City's Stormwater Revenue Note, Series 2022 (the "Series 2022 Note") and the Loan Agreement to be entered into between the City and the Original Purchaser, the form of which is attached hereto as Exhibit A (the "Loan Agreement"); and

WHEREAS, the Series 2022 Note is being issued to (i) finance the costs of the Project, and (ii) pay the costs of issuance of the Series 2022 Note; and

WHEREAS, the Series 2022 Note will be secured by a lien on the Net Revenues of the Stormwater System (the "Pledged Revenues"), in parity with the Series 2008 Note, the Series 2019 Notes and the SRF Loans; and

WHEREAS, the City has obtained consent from FDEP for issuance of the Series 2022 Note in parity with the SRF Loans, in accordance with Section 7.02 of State Revolving Fund Loan Agreement Nos. SW903040, SW903070 and SW180400; and

WHEREAS, due to the present volatility of the market for tax-exempt public obligations such as the Series 2022 Note, the characteristics of the security pledged to repay the Loan, the need to access such market very quickly, the willingness of the Original Purchaser to purchase the Series 2022 Note at interest rates favorable to the City, and the critical importance of timing of the sale of the Series 2022 Note, the City has determined to accept the offer of the Original Purchaser to purchase the Series 2022 Note at a private negotiated sale which was based upon a competitive selection process, and it is hereby determined that it is in the best interest of the public and the City to accept the proposal of the Original Purchaser to purchase the Series 2022 Note at a negotiated sale pursuant to the terms of the Series 2022 Note and the Loan Agreement; and

WHEREAS, prior to acceptance by the City of the offer of the Original Purchaser to purchase the Series 2022 Note, the Original Purchaser will provide the City with all applicable disclosure information required by Section 218.385, Florida Statutes; and

WHEREAS, the Original Purchaser does not require the establishment of a debt service reserve fund as a condition of making the Loan to the City; and

WHEREAS the debt service on the Series 2022 Note shall be payable from and secured solely by the Pledged Revenues.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, as amended, Section 24-135 (a)(9), City Code, the Charter of the City, and other applicable provisions of law.

SECTION 2. DEFINITIONS. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed in the Loan Agreement.

SECTION 3. FINDINGS. It is hereby found, ascertained, determined and declared that:

(A) The WHEREAS clauses recited above are hereby incorporated herein as a part of this Resolution.

(B) The City is a duly constituted and validly existing municipality within the State of Florida with requisite home rule powers derived from the Constitution and Laws of the State of Florida.

(C) It is in the public interest and a valid and proper municipal purpose to enter into the Loan Agreement and issue the Series 2022 Note to finance the Project.

(D) The City is authorized pursuant to the City Charter to borrow moneys necessary to pay the cost of self-liquidating projects such as the Project.

(E) The Net Revenues of the Stormwater System shall be sufficient to repay amounts due under the Series 2022 Note, the Series 2008 Note, the Series 2019 Notes and the SRF Loans.

(F) Prior to the issuance of the Series 2022 Note, the City shall have received from the Original Purchaser a Purchaser's Certificate, the form of which is attached hereto as Exhibit B and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, the form of which is attached hereto as Exhibit C.

(G) In consideration of the purchase and acceptance by the Original Purchaser of the Series 2022 Note authorized to be issued hereunder, this Resolution together with the terms and provisions of the Loan Agreement shall constitute a contract between the City and the Original Purchaser.

SECTION 4. AUTHORIZATION OF LOAN AGREEMENT AND PROPOSAL. To provide for the security of the Series 2022 Note and to express the contract between the City and the holder thereof, the City does hereby authorize the execution and delivery on behalf of the City by the Mayor under the seal of the City, attested by the City Clerk, of the Loan Agreement by and between the City and the Original Purchaser. The Loan Agreement shall be

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in substantially the form attached hereto as Exhibit A and is hereby approved, with such changes therein as shall be approved by any of the authorized officers executing the same, with such execution constituting conclusive evidence of such officer's approval and the City's approval of any changes therein to the form of the Loan Agreement attached hereto. Subject and pursuant to the provisions of this Resolution and the terms and provisions of the Loan Agreement, there is hereby authorized to be issued the Series 2022 Note to evidence the City's obligations under the Loan Agreement.

The City Manager is hereby authorized to accept and execute the Original Purchaser's proposal.

SECTION 5. AUTHORIZATION OF THE SERIES 2022 NOTE.

(A) There is hereby authorized to be issued the "City of Palm Coast, Florida Stormwater Revenue Note, Series 2022" in the aggregate principal amount of Eight Million Dollars (\$8,000,000), which shall secure amounts outstanding under the Loan Agreement. The Series 2022 Note shall bear interest at a fixed rate equal to 2.59% per annum (subject to adjustment as provided in the Loan Agreement and the Series 2022 Note), calculated on a 30/360 day basis, and shall be dated the date of delivery. Principal shall be payable annually commencing October 1, 2023 and on each October 1 thereafter through and including October 1, 2041. Interest shall be payable semiannually commencing October 1, 2022 and on each April 1 and October 1 thereafter through and including October 1, 2041. The Series 2022 Note shall be subject to prepayment as provided in the Series 2022 Note.

(B) The Series 2022 Note shall be substantially in the form attached to the Loan Agreement, with such changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor. The Series 2022 Note shall be executed on behalf of the City with the manual signature of the Mayor and the City Clerk and the official seal of the City, and be approved as to form and legality with the manual signature of the City Attorney. In case any one or more of the officers who shall have signed or sealed the Series 2022 Note shall cease to be such officer of the City before the Series 2022 Note so signed and sealed has been actually sold and delivered, such Series 2022 Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2022 Note had not ceased to hold such office. The Series 2022 Note may be signed and sealed on behalf of the City by such person who at the actual time of the execution of such Series 2022 Note shall hold the proper office of the City, although, at the date of such Series 2022 Note, such person may not have held such office or may not have been so authorized.

SECTION 6. PAYMENT OF PRINCIPAL AND INTEREST; LIMITED OBLIGATION. The City promises that it will promptly pay the principal of and interest on the Series 2022 Note and all other amounts due under the Loan Agreement and the Series 2022 Note at the place, on the dates and in the manner provided in the Loan Agreement. Amounts due under the Loan Agreement shall not be or constitute a general obligation or indebtedness

of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof and of the Loan Agreement. The holder of the Series 2022 Note issued hereunder shall never have the right to compel the exercise of any ad valorem taxing power by the City to pay the Series 2022 Note, or be entitled to payment of such Series 2022 Note from any funds of the City except from the Pledged Revenues as described herein and in the Loan Agreement.

SECTION 7. USE OF PROCEEDS. The proceeds of the Series 2022 Note shall be applied as follows:

(A) The City shall pay the costs and expenses in connection with the preparation and issuance of the Series 2022 Note.

(B) The balance shall be deposited to the "Stormwater Revenue Note, Series 2022 Project Fund" established in the Loan Agreement and used solely to pay the costs of the Project.

SECTION 8. RESERVE FUND. There will be no Reserve Fund established for the Series 2022 Note.

SECTION 9. GENERAL AUTHORITY. The Mayor, the City Manager, the Director of Financial Services, the City Attorney or any other appropriate officers of the City are hereby authorized and directed to execute any and all certifications or other instruments or documents necessary to effectuate issuance of the Series 2022 Note and any representations made therein shall be deemed to be made on behalf of the City. All action taken to date by the officers of the City in furtherance of the issuance of the Series 2022 Note is hereby approved, confirmed and ratified.

SECTION 10. BANK QUALIFICATION. The City hereby designates the Series 2022 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The City and any subordinate entities of the City and any issuer of "tax-exempt" debt that issues "on behalf of" the City do not reasonably expect during the calendar year 2022 to issue more than \$10,000,000 of "tax-exempt" obligations including the Series 2022 Note, exclusive of any private activity bonds as defined in Section 141(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Code) and exclusive of bonds issued to currently refund any existing tax-exempt obligations.

SECTION 11. SEVERABILITY. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

SECTION 12. APPLICABLE PROVISIONS OF LAW. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 13. RULES OF INTERPRETATION. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

SECTION 14. CAPTIONS. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

SECTION 15. MEMBERS OF THE CITY COUNCIL EXEMPT FROM PERSONAL LIABILITY. No recourse under or upon any obligation, covenant or agreement of this Resolution, the Loan Agreement or the Series 2022 Note or for any claim based thereon or otherwise in respect thereof, shall be had against any member of the City Council, as such, of the City, past, present or future, either directly or through the City it being expressly understood (a) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the members of the City Council, as such, under or by reason of the obligations, covenants or agreements contained in this Resolution, the Loan Agreement or the Series 2022 Note or implied therefrom, and (b) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such member of the City Council, as such, are waived and released as a condition of, and as a consideration for, the execution of this Resolution and the Loan Agreement and the issuance of the Series 2022 Note, on the part of the City.

SECTION 16. NO THIRD PARTY BENEFICIARIES. Except such other persons as may be expressly described in this Resolution, nothing in this Resolution, expressed or implied, is intended or shall be construed to confer upon any person, other than the City and the holder of the Series 2022 Note, any right, remedy or claim, legal or equitable, under and by reason of this Resolution, or any provision thereof, all provisions thereof being intended to be and being for the sole and exclusive benefit of the City and the persons who shall from time to time be the holders of the Series 2022 Note.

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SECTION 17. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

Passed and adopted by the City Council of the City of Palm Coast, Florida this 5th day of April, 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

EXHIBIT A

FORM OF LOAN AGREEMENT

LOAN AGREEMENT

by and between

CITY OF PALM COAST, FLORIDA

and

SOUTHSTATE BANK, N.A.

Dated as of April 7, 2022

relating to

**CITY OF PALM COAST, FLORIDA
STORMWATER REVENUE NOTE,
SERIES 2022**

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LOAN AGREEMENT

This **LOAN AGREEMENT** is made and entered into as of April 7, 2022 by and between **CITY OF PALM COAST, FLORIDA** (the "City") and **SOUTHSTATE BANK, N.A.** and its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, the City of Palm Coast, Florida (the "City") has established and operates and maintains a stormwater management utility in accordance with Section 403.0893, Florida Statutes and the City's constitutional home rule authority, as more fully described in Chapter 24, Article III, Division 3 of the City Code (the "Stormwater System"); and

WHEREAS, the City desires to construct capital improvements for the Stormwater System, including improvements contemplated in the City's capital improvement plan for stormwater facilities (the "Project"); and

WHEREAS, the City Council of the City (the "City Council") has determined that it is a municipal public purpose, and necessary and desirable for the best interest of the City and its inhabitants that it borrow funds to finance the costs of the Project; and

WHEREAS, the City previously issued its Stormwater Revenue Note, Series 2008 (the "Series 2008 Note"), and Stormwater Revenue Notes, Series 2019A and Series 2019B (collectively, the "Series 2019 Notes") to finance capital improvements and/or equipment for the Stormwater System; and

WHEREAS, the City previously obtained three loans from the Florida Department of Environmental Protection ("FDEP") to finance improvements to the Stormwater System by entering into State Revolving Fund Loan Agreement Nos. SW903040, SW903070 and SW180400 (collectively, the "SRF Loans"); and

WHEREAS, the City Council has determined that it is necessary and desirable and in the best interest of the inhabitants of the City to borrow funds to finance the Project (the "Loan"); and

WHEREAS, the City received an offer from the Bank to provide the Loan to achieve these objectives; and

WHEREAS, amounts due under the Loan will be evidenced by the City's Stormwater Revenue Note, Series 2022 (the "Series 2022 Note") and this Loan Agreement; and

WHEREAS, the Series 2022 Note is being issued to (i) finance the costs of the Project, and (ii) pay the costs of issuance of the Series 2022 Note; and

WHEREAS, the Series 2022 Note will be secured by a lien on the Net Revenues of the Stormwater System (the "Pledged Revenues"), in parity with the Series 2008 Note, the Series 2019

Notes and the SRF Loans; and

WHEREAS, neither the Series 2022 Note nor any interest granted to the Bank herein shall be or constitute a lien upon the Project or upon any other property of or in the City; and

WHEREAS the debt service on the Series 2022 Note shall be payable from and secured solely by the Pledged Revenues.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS. Capitalized terms used in this Loan Agreement and not defined in the recitals above or in this Section 1 shall have the meaning assigned in the Resolution. The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

"Act" means Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, as amended, Section 24-135(a)(9), City Code, the Charter of the City, and other provisions of law.

"Authorized Investments" means any investment, obligation, agreement or other financial instrument to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"Bank" means SouthState Bank, N.A. and its successors and assigns, with offices located at 175 Cypress Point Parkway, Palm Coast, Florida 32164.

"Business Day" means any day of the year other than a day on which the Bank or the City are lawfully closed for business.

"City" means the City of Palm Coast, Florida, a municipal corporation of the State of Florida.

"City Attorney" means the City Attorney of the City.

"City Code" means the code of ordinances of the City.

"City Council" means the City Council of the City, as the governing body of the City.

"City Manager" means the City Manager of the City.

"Clerk" means the City Clerk or Deputy City Clerk of the City.

"Code" means the Internal Revenue Code of 1986, as amended.

"Cost of Operation and Maintenance" of the Stormwater System means the then current expenses, paid or accrued, in the operation, maintenance and repair of the Stormwater System, as calculated in accordance with generally accepted accounting principles, including, but not limited to, general administrative and indirect labor costs, personnel, contractual services, repairs and maintenance, and materials and supplies, but shall not include expenses not annually recurring, any reserve for renewals and replacements, extraordinary repairs or any allowance for depreciation, all debt service requirements on debt obligations secured by Net Revenues, any payments in lieu of taxes, franchise fees or other transfers.

"Date of Delivery" means April 7, 2022.

"Debt Service Fund" means the fund created pursuant to Section 9 hereof.

"Default" means an Event of Default as defined and described in Section 14 hereof.

"Default Rate" means the lower of (i) 7.59% per annum, or (ii) the highest rate of interest allowed for the Series 2022 Note by applicable law.

"Fiscal Year" means the period from each October 1 to the succeeding September 30.

"Gross Revenues" means Stormwater Management Service Charges and all income or earnings received by the City from the ownership or operation of its Stormwater System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Stormwater System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Stormwater System.

"Interest Rate" means the rate of interest payable on the Series 2022 Note described in Section 4 hereof and in the form of Series 2022 Note attached hereto as Exhibit A.

"Loan Agreement" means this Loan Agreement between the Bank and the City setting forth the terms and details of the Loan.

"Mayor" means the Mayor of the City, or in her absence, the Vice Mayor of the City.

"Net Revenues" means the Gross Revenues derived yearly from the operation of the Stormwater System after payment of the Cost of Operation and Maintenance.

"Note Counsel" means Bryant Miller Olive P.A.

"Paying Agent" means the Clerk.

"Payment Date" means the dates set forth in Section 4 hereof upon which principal and/or interest payments on the Series 2022 Note are due.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities, and natural persons.

"Pledged Revenues" means the Net Revenues of the Stormwater System, including funds on deposit in the Debt Service Fund created and established pursuant to Section 9 hereof.

"Project" means capital improvements for the Stormwater System which may include, but are not limited to, clearing, dredging, materials (erosion control, sod and/or seed, MOT signage, concrete pipes & headwalls), earthwork, and construction, engineering and inspection (CEI) services.

"Project Costs" means all or a portion of the cost of undertaking the acquisition and construction of the Project, including, but not limited to (i) the City's cost of physical construction, (ii) the costs of acquisition by or for the City of the Project (iii) the costs of land and interests therein and the cost of the City incidental to such acquisition, (iv) the cost of any indemnity and surety bonds and premiums for insurance during construction, (v) engineering, legal and other consultant fees and expenses, (vi) costs and expenses incidental to the issuance of the Series 2022 Note for up to one year, including the fees and expenses of any attorneys, financial advisors, auditors, engineers, or depository, and (vii) any other costs properly attributable to such construction or acquisition, as determined by generally accepted accounting principles and shall include reimbursement to the City for any such items of cost heretofore paid by the City.

"Register" means the books maintained by the Registrar in which are recorded the name and address of the Registered Owner of the Series 2022 Note.

"Registered Owner" means the person in whose name the ownership of the Series 2022 Note is registered on the books maintained by the Registrar. The initial Registered Owner shall be the Bank.

"Registrar" means the Person maintaining the Register. The Registrar shall be the Clerk.

"Regulations" means the Income Tax Regulations promulgated by the Internal Revenue Service under Sections 103 and 141 through 150 of the Code.

"Resolution" means a resolution adopted by the City Council on April 5, 2022, authorizing execution of this Loan Agreement and issuance of the Series 2022 Note.

"Series 2008 Note" means the City's Stormwater Revenue Note, Series 2008.

"Series 2019 Notes" means, collectively, the City's Stormwater Revenue Notes, Series 2019A and Series 2019B.

"SRF Loans" means, collectively, the loans obtained by the City from the Florida Department of Environmental Protection evidenced by State Revolving Fund Loan Agreement Nos. SW903040, SW903070 and SW180400.

"State" means the State of Florida.

"Stormwater Management Service Charges" means all fees and charges imposed and collected by the City pursuant to Article III, Section 24-136 of the City's Code of Ordinances.

"Stormwater System" means all devices and facilities owned by the City for collection, transmission, detention, retention, treatment, and management of stormwater.

SECTION 2. INTERPRETATION. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Loan Agreement and all the terms and provisions hereof (a) have been negotiated between the City and the Bank; (b) shall not be construed strictly in favor of or against either party hereto; and (c) shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LOAN; PROJECT FUND.

A. Loan. The Bank hereby makes and the City hereby accepts the Loan in the aggregate principal amount of \$8,000,000, upon the terms and conditions set forth herein.

B. Project Fund. There is hereby established the "Stormwater Revenue Note, Series 2022 Project Fund" (the "Project Fund"). Upon issuance of the Series 2022 Note, the proceeds thereof shall be applied as follows:

1. The City shall pay the costs and expenses in connection with the preparation and issuance of the Series 2022 Note.
2. The balance shall be deposited to the Project Fund and used solely to pay the Project Costs.
3. Upon completion of the acquisition and construction of the Project, any amounts remaining on deposit in the Project Fund shall be used to prepay the Series 2022 Note in accordance with its terms.

SECTION 4. DESCRIPTION OF NOTE. The obligation of the City to repay the Loan shall be evidenced by the Series 2022 Note. The Series 2022 Note shall be dated as of the Date of Delivery, and shall be in registered form.

The Series 2022 Note shall be issued in the aggregate principal amount of \$8,000,000 and shall bear interest at a fixed rate equal to 2.59% per annum (subject to adjustment as provided

herein and in the Series 2022 Note), calculated on a 30/360 day basis, and shall be dated the Date of Delivery. Principal shall be payable annually commencing October 1, 2023 and on each October 1 thereafter through and including October 1, 2041, in the annual amounts set forth in the Series 2022 Note. Interest shall be payable semiannually commencing October 1, 2022 and on each April 1 and October 1 thereafter through and including October 1, 2041.

The City hereby appoints the City Clerk to serve as Paying Agent and Registrar on the Series 2022 Note.

SECTION 5. EXECUTION OF NOTES. The Series 2022 Note shall be executed in the name of the City by the Mayor and attested by the Clerk, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Series 2022 Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of the Series 2022 Note shall hold the appropriate office in the City, although at the date thereof the person may not have been so authorized. The Series 2022 Note may be executed by the facsimile signatures of the Mayor and/or Clerk, provided that at least one of the foregoing signatures must be a manual signature.

SECTION 6. REGISTRATION AND TRANSFER OF NOTES. The Series 2022 Note shall be and shall have all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and each Registered Owner, in accepting the Series 2022 Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of a Note is shown on the Register shall be deemed the Registered Owner thereof by the City and the Registrar, who may treat the Registered Owner as the absolute owner of the Series 2022 Note for all purposes, whether or not the Series 2022 Note shall be overdue, and any notice to the contrary shall not be binding upon the City or the Registrar.

Ownership of the Series 2022 Note may be transferred only in whole and not in part and denominations not less than \$100,000 even in whole, and only upon the Register. Upon surrender to the Registrar for transfer or exchange of the Series 2022 Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Registered Owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered Note of the same series, amount, maturity and interest rate as the Series 2022 Note surrendered.

The Series 2022 Note presented for transfer, exchange, redemption or payment (if so required by the City or the Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature

satisfactory to the City or the Registrar, duly executed by the Registered Owner or by his duly authorized attorney.

The City and the Registrar may charge the Registered Owner a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Note. The Registrar or the City may also require payment from the Registered Owner or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Series 2022 Note surrendered, shall be secured under this Loan Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2022 Note surrendered.

Whenever a Note shall be delivered to the Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be cancelled and destroyed by the Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the City.

SECTION 7. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case the Series 2022 Note shall be mutilated, or be destroyed, stolen or lost, upon the Registered Owner furnishing the Registrar satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new Note of like tenor as the Series 2022 Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Series 2022 Note, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Note, upon surrender of such mutilated Note, if any, to the Registrar and the cancellation thereof; provided however, if the Series 2022 Note shall have matured or be about to mature, instead of issuing a substitute Note, the City may pay the same, upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof. Any Note surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such new Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the City whether or not, as to the new Note, the lost, stolen or destroyed Note be at any time found by anyone, and such new Note shall be entitled to equal and proportionate benefits and rights as to security for payment to the same extent as the Series 2022 Note originally issued hereunder.

SECTION 8. FORM OF NOTE. The Series 2022 Note shall be in substantially the forms attached hereto as Exhibit A, with such with such changes as shall be approved by the Mayor, such approval to be conclusively evidenced by the execution thereof by the Mayor.

SECTION 9. SECURITY FOR NOTES; NOTES NOT DEBT OF THE CITY; DEBT SERVICE FUND. The payment of the principal of and interest on the Series 2022 Note shall be

secured forthwith solely by a lien upon and pledge of the Pledged Revenues on a parity with the SRF Loan, the Series 2008 Note and the Series 2019 Notes. The principal of and interest on the Series 2022 Note shall not constitute a general obligation or indebtedness of the City, but shall be a limited obligation of the City payable solely from the Pledged Revenues as provided herein. The Registered Owner shall never have the right to compel the levy of taxes upon any property of or in the City for the payment of the principal of and interest on the Series 2022 Note. The Series 2022 Note shall not be secured by, nor constitute, a lien upon the Project, the Stormwater System or upon any property of or in the City, but shall be secured solely by the Pledged Revenues in the manner provided herein.

There is hereby created and established a "Stormwater Revenue Note, Series 2022 Debt Service Fund," which shall be maintained on the books of the City as a separate account (but need not be maintained as a separate bank or deposit account) (the "Debt Service Fund"). On or before each Payment Date, the City shall deposit Net Revenues into the Debt Service Fund in amounts required to pay the principal and interest due on the Series 2022 Note on such Payment Date. Moneys in the Debt Service Fund shall be used only to pay principal of and interest on the Series 2022 Note and for no other purpose. Provided, however, the City shall deposit Net Revenues to the credit of the Debt Service Fund and the Loan Debt Service Account established under and pursuant to the SRF Loans, and the sinking funds established for the Series 2008 Note and Series 2019 Notes, in proportion to the outstanding amounts due respectively on the Series 2022 Note, the Series 2008 Note, the Series 2019 Notes and the SRF Loans in the event that the Net Revenues are insufficient to fully fund such accounts.

Amounts on deposit in the Debt Service Fund may be invested and reinvested by the City in Authorized Investments maturing or redeemable at the option of the City not later than the date such amounts are needed for the payments required hereunder. All income from the investment of moneys in the Debt Service Fund shall be retained therein and used for the purposes thereof.

The City shall not be required to make any further payments into the Debt Service Fund when the aggregate amount of money and Authorized Investments therein is at least equal to the maximum principal amount outstanding on the Series 2022 Note plus accrued interest thereon through maturity.

The designation of the Debt Service Fund (including subaccounts therein) and the Project Funds established in Section 3 hereof as special funds for this Loan Agreement shall not be construed to require the establishment of completely independent, self-balancing fund, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys and investments for certain purposes and to establish certain priorities for application of such moneys and investments as herein provided. The moneys and investments required to be accounted for in such funds may be pooled with other moneys in a single fund or account, provided that adequate accounting records are maintained to reflect the allocation of the moneys and investments on deposit therein to the respective funds and to control the restricted uses of such moneys and investments for the various purposes as herein provided.

SECTION 10. COVENANTS OF THE CITY. Until the principal of and interest on the Series 2022 Note shall have been paid in full or until (a) there shall have been set apart in the Debt Service Fund a sum sufficient to pay when due the entire principal of and interest accrued and to accrue on the Series 2022 Note through maturity, or (b) provision for payment of the Series 2022 Note shall have been made in accordance with the provisions of this Loan Agreement, the City covenants with the Registered Owner of the Series 2022 Note as follows:

A. Payments. The City will punctually pay all principal of and interest on the Series 2022 Note when due by wire transfer or other medium acceptable to the City and the Bank.

B. Financial Report. Not later than 270 days following the end of the City's Fiscal Year, beginning with the fiscal year ended September 30, 2022, the City will provide the Bank a copy of the City's comprehensive annual financial report together with a certificate of the City's Director of Financial Services certifying that for such Fiscal Year, the City was in compliance with the rate coverage covenant set forth in paragraph G below. The certificate shall be in substantially the form attached hereto as Exhibit B.

C. Annual Budget and Other Information. The City will prepare its annual budget in accordance with the Act, and will provide to the Bank a copy of its final annual budget for each Fiscal Year within 30 days of adoption thereof by the City Council and such other financial or public information as the Bank may reasonably request.

D. Tax Compliance. Neither the City, nor any third party over whom the City has control, will make any use of the proceeds of the Series 2022 Note or of the Project at any time during the term of the Series 2022 Note which would cause the Series 2022 Note to be (a) a "private activity bond" within the meaning of Section 103(b)(1) of the Code or (b) an "arbitrage bond" within the meaning of Section 103(b)(2) of the Code. The City covenants throughout the term of the Series 2022 Note to comply with the requirements of the Code and the Regulations, as amended from time to time, and to take all actions necessary to maintain the exclusion from gross income for purposes of the Code of interest on the Series 2022 Note.

E. Additional Debt. The City shall have the right to issue additional debt payable from Net Revenues on a parity with the Series 2022 Note provided the following conditions are satisfied:

(i) The City is not in default under the Series 2022 Note;

(ii) The Net Revenues of the Stormwater System for the fiscal year immediately preceding the issuance date of the proposed additional debt for which audited financial statements are available (the "Applicable Fiscal Year"), are at least 125% of the maximum annual debt service payable in any future fiscal year on the Series 2022 Note and all other debt obligations payable from the Net Revenues on a parity with the Series 2022 Note.

For purposes of calculating the sufficiency of Net Revenues in clause (ii), the City may consider the following: (a) rate increases that were not in effect during the Applicable Fiscal Year which

are in effect at the time of calculating debt service coverage for the proposed additional debt; and (b) increases in Gross Revenues generated by service provided by the Stormwater System to additional equivalent residential units that were not included in Gross Revenues of the Stormwater System during the Applicable Fiscal Year.

F. Collection of Revenues. The City shall use its best efforts to collect all Stormwater Management Service Charges and other rates and fees due to it. The City shall establish liens on premises served by the Stormwater System for the amount of all delinquent Stormwater Management Service Charges and other rates and fees where such action is permitted by law. In the event Stormwater Management Service Charges are collected on the City's utility bills the City shall use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of amounts collected on the utility bill.

G. Rate Coverage. The City shall fix, establish and maintain such rates and collect such Stormwater Management Service Charges, and other fees, rentals and charges for the services provided by the Stormwater System, and revise the same from time to time whenever necessary, as will always provide Net Revenues in each fiscal year equal to at least 125% of the annual debt service requirement for the Series 2022 Note and all other debt payable from Net Revenues of the Stormwater System for the then current fiscal year. Such Stormwater Management Service Charges, fees, rentals and other charges shall not be reduced as to be insufficient to meet the requirements of the preceding sentence.

H. Prohibition Against Encumbrances. So long as the Series 2022 Note is outstanding, the City is prohibited from selling, leasing, or disposing of any part of the Stormwater System which would materially reduce the operational integrity or Gross Revenues, unless the City obtains prior written consent from the Bank, which shall not be unreasonably withheld or delayed.

I. Maintenance of the Stormwater System. The City shall operate and maintain the Stormwater System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

J. Additions and Modifications. The City may make any additions, modifications or improvements to the Stormwater System which it deems desirable and which do not materially reduce the operational integrity of any part of the Stormwater System. All such renewals, replacements, additions, modifications and improvements shall become part of the Stormwater System.

K. Payment of taxes, assessments and other claims. The City shall from time to time duly pay and discharge, or cause to be paid and discharged, all taxes, assessments and other governmental charges, or payments in lieu thereof, lawfully imposed upon the properties constituting the Stormwater System or the Gross Revenues when the same shall become due, as well as all lawful claims for labor and materials and supplies which, if not paid, might become a lien or charge upon such properties or any part thereof, or upon the Gross Revenues or which

might in any way impair the security of the Series 2022 Note, except assessments, charges or claims which the City shall in good faith contest by proper legal proceedings.

SECTION 11. REPRESENTATIONS AND WARRANTIES. The City represents and warrants to the Bank that:

A. Organization. The City is a municipal corporation, duly organized and existing under the laws of the State of Florida.

B. Authorization of Loan Agreement and Related Documents. The City has the power and has taken all necessary action to authorize the execution and delivery of and the performance by the City of its obligations under, this Loan Agreement and the Series 2022 Note in accordance with their respective terms. This Loan Agreement and the Series 2022 Note have been duly executed and delivered by the City and are valid and binding obligations of the City, enforceable against the City in accordance with their respective terms, except to the extent that such enforcement may be limited by laws regarding bankruptcy, insolvency, reorganization or moratorium applicable to the City or by general principles of equity regarding the availability of specific performance.

C. Pledged Revenues. The City currently receives the Pledged Revenues and is legally entitled to pledge such Pledged Revenues to pay the principal of and interest on the Series 2022 Note when due as provided herein. The City estimates that the Pledged Revenues will be available in amounts sufficient to pay the principal of and interest on the Series 2022 Note as the same becomes due through maturity.

SECTION 12. CONDITIONS PRECEDENT. The obligation of the Bank to make the Loan is subject to the satisfaction of each of the following conditions precedent on or before the Initial Disbursement Date:

A. Action. The Bank shall have received a copy of the Resolution certified as complete and correct as of the closing date, together with an executed Loan Agreement, the executed Series 2022 Note, and the customary closing certificates.

B. Incumbency of Officers. The Bank shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Loan Agreement and the related financing documents on behalf of the City.

C. Opinion of City Attorney. The Bank shall have received a written opinion of the City Attorney as to (1) the valid existence of the City as a municipal corporation of the State; (2) the due adoption of the Resolution; (3) the due authorization, execution, validity and enforceability of this Loan Agreement and the Series 2022 Note and the related financing documents; and (4) the absence of litigation against the City relating to (a) its existence or powers, and (b) the proceedings for the authorization of the Loan Agreement and issuance of the Series 2022 Note, in a form and substance satisfactory to the Bank.

D. Opinion of Note Counsel. The Bank shall have received a letter from Note Counsel authorizing the Bank to rely on the approving opinion of Note Counsel delivered to the City with respect to the Series 2022 Note to the same extent as if such opinion were addressed to the Bank. The opinion, in form and substance satisfactory to the Bank, shall, at a minimum, address the status of interest on the Series 2022 Note under the provisions of Section 103 of the Code.

E. Representations and Warranties; No Default. The representations and warranties made by the City herein shall be true and correct in all material respects on and as of the Date of Delivery, as if made on and as of such date; no Default shall have occurred and be continuing as of the Date of Delivery or will result from the consummation of the Loan; and the Bank shall have received a certificate from the City to the foregoing effect.

F. Other Documents. The Bank shall have received such other documents, certificates and opinions as the Bank or its counsel shall have reasonably requested.

SECTION 13. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, delivered by telecopier, mailed by registered or certified mail, postage prepaid, or delivered by courier service to the parties at the following addresses:

City: City of Palm Coast, Florida
160 Lake Avenue
Palm Coast, Florida 32164
Attention: Director of Financial Services

Bank: SouthState Bank, N.A.
175 Cypress Point Parkway
Palm Coast, Florida 32164
Attention: Garry R. Lubi, Senior Vice President

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Communication via telecopier shall be confirmed by delivery by hand, mail, or courier, as specified above, of an original promptly after such communication by telecopier.

SECTION 14. EVENTS OF DEFAULT DEFINED. The following shall be "Events of Default" under this Loan Agreement, and the terms "Default" and "Events of Default" shall mean (except where the context clearly indicates otherwise), any one or more of the following events:

A. Failure by the City to make any payment of principal of or interest on the Series 2022 Note within ten (10) days of the applicable Payment Date (a "Payment Default");

B. Except for a Payment Default described in paragraph A above, failure by the City to observe and perform any other covenant, condition or agreement on its part to be observed or

performed under this Loan Agreement for a period of thirty (30) days after written notice of such failure shall have been delivered to the City by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration;

C. The making of any warranty, representation or other statement by the City or by an officer or agent of the City in this Loan Agreement or in any instrument furnished in compliance with or in reference to this Loan Agreement which is false or misleading in any material adverse respect;

D. The filing of a petition against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, if an order for relief is entered under such petition or such petition is not dismissed within sixty (60) days of such filing;

E. The filing by the City of a voluntary petition in bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or the consent by the City to the filing of any petition against it under such law; or

F. The admission by the City of its insolvency or bankruptcy or its inability to pay its debts as they become due or that it is generally not paying its debts as such debts become due, or the City's becoming insolvent or bankrupt or making an assignment for the benefit of creditors, or the appointment by court order of a custodian (including without limitation a receiver, liquidator or trustee) of the City or any of its property taking possession thereof and such order remaining in effect or such possession continuing for more than sixty (60) days.

G. The Bank may, at its option, collect a late charge equal to five percent (5%) of the amount due on any payment not received within ten (10) days of the due date.

H. Upon the occurrence of an Event of Default, the Interest Rate on the Series 2022 Note shall be adjusted to the Default Rate until such time as the Event of Default has been cured by the City.

SECTION 15. REMEDIES. The Bank may sue to protect and enforce any and all rights, including the right to specific performance, existing under the laws of the State of Florida, of the United States of America, or granted and contained in this Loan Agreement, and to enforce and compel the performance of all duties required by this Loan Agreement or by any applicable laws to be performed by the City, the City Council or by any officer thereof, and may take all steps to enforce this Loan Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America; provided acceleration of amounts due under this Loan Agreement or the Series 2022 Note shall not be a remedy upon an Event of Default so long as no other debt obligations secured by Net Revenues on a parity basis with the Series 2022 Note shall have a right of acceleration. The City and the Bank each waives, to the fullest extent permitted by law, any right to trial by jury in respect of any litigation based upon the Series 2022 Note or arising out of, under or in conjunction with the Series 2022 Note or this Loan Agreement.

Upon an Event of Default, the Bank may recover from the City all expenses incurred in the collection and enforcement of the Series 2022 Note including without limitation reasonable attorney's fees, at all levels of the proceedings whether incurred in connection with collection, bankruptcy proceedings, trial, appeal or otherwise.

SECTION 16. NO PERSONAL LIABILITY. No recourse shall be had for the payment of the principal of and interest on the Series 2022 Note or for any claim based on the Series 2022 Note or on this Loan Agreement, against any present or former member or officer of the City Council or any person executing the Series 2022 Note.

SECTION 17. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Loan Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Loan Agreement, provided that interest on any monetary obligation hereunder shall accrue at the applicable rate to and including the date of such payment.

SECTION 18. AMENDMENTS, CHANGES AND MODIFICATIONS. This Loan Agreement may be amended only by a writing signed by both parties hereto.

SECTION 19. BINDING EFFECT. To the extent provided herein, this Loan Agreement shall be binding upon the City and the Bank and shall inure to the benefit of the City and the Bank and their respective successors and assigns. This Loan Agreement shall be discharged and neither the City nor the Bank shall have any further obligations hereunder under the Series 2022 Note when the City shall have paid the principal of and interest on the Series 2022 Note in full and shall have paid in full all other amounts, if any, due under the Series 2022 Note or this Loan Agreement.

SECTION 20. SEVERABILITY. In the event any court of competent jurisdiction shall hold any provision of this Loan Agreement invalid or unenforceable such holding shall not invalidate or render unenforceable, any other provision hereof.

SECTION 21. EXECUTION IN COUNTERPARTS. This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 22. APPLICABLE LAW. This Loan Agreement shall be governed by and construed in accordance with the laws of the State.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement as of the date first above written.

(SEAL)

CITY OF PALM COAST, FLORIDA

David Alfin, Mayor

ATTEST:

Virginia Smith, City Clerk

[City Signature Page to Loan Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Loan Agreement as of the date first above written.

SOUTHSTATE BANK, N.A.

By: _____

Name: Garry R. Lubi

Title: Senior Vice President

[Bank Signature Page to Loan Agreement]

EXHIBIT A

FORM OF SERIES 2022 NOTE

ANY REGISTERED OWNER OF THIS NOTE, PRIOR TO BECOMING A REGISTERED OWNER, SHALL EXECUTE A PURCHASER'S CERTIFICATE IN THE FORM ATTACHED TO THE NOTE RESOLUTION (HEREINAFTER DEFINED)

**CITY OF PALM COAST, FLORIDA
STORMWATER REVENUE NOTE, SERIES 2022**

<u>RATE OF INTEREST</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>
As described herein	October 1, 2041	April 7, 2022

REGISTERED OWNER: SouthState Bank, N.A.

PRINCIPAL AMOUNT: \$8,000,000.00

The City of Palm Coast, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner on the Payment Dates and Maturity Date specified above, or sooner as provided herein, the Principal Amount hereof, plus interest accrued thereon from the Date of Delivery at the Rate of Interest described herein from the Pledged Revenues as described herein, until payment of the Principal Amount stated above.

This Series 2022 Note shall bear interest from the Date of Delivery until payment of the entire outstanding Principal Amount due thereon. The Rate of Interest on this Series 2022 Note shall be a fixed rate of interest equal to 2.59% per annum, subject to adjustment as provided below. Interest on this Series 2022 Note shall be calculated using a 30/360 day count basis with no compounding of interest.

Interest on this Series 2022 Note shall be paid semiannually each April 1 and October 1, commencing October 1, 2022. Principal on this Series 2022 Note shall amortize on October 1 of the following years:

<u>Year</u>	<u>Principal Amount</u>
2023	\$330,000
2024	340,000
2025	350,000
2026	360,000
2027	370,000
2028	375,000

2029	385,000
2030	395,000
2031	405,000
2032	415,000
2033	430,000
2034	440,000
2035	450,000
2036	460,000
2037	475,000
2038	485,000
2039	500,000
2040	510,000
2041	525,000

The Registered Owner may, at its option, collect a late charge equal to five percent (5%) of the amount owing if any payment due hereunder is not received by the Registered Owner within ten (10) days after the payment is due.

In the event of a Determination of Taxability (as defined below), the Registered Owner shall have the right to adjust the rate of interest on this Series 2022 Note to the Taxable Rate. "Taxable Rate" shall mean the interest rate per annum that shall provide the Registered Owner with the same after-tax yield that the Registered Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Registered Owner. The Registered Owner shall provide the City with a written statement explaining the calculation of the Taxable Rate, which shall, in the absence of manifest error, be conclusive and binding on the City. This adjustment shall survive payment of this Series 2022 Note until such time as the federal statute of limitations under which the interest on this Series 2022 Note could be declared taxable under the Code shall have expired.

"Determination of Taxability" shall mean, with respect to this Series 2022 Note, the circumstance that shall be deemed to have occurred if interest paid or payable on this Series 2022 Note becomes includable for federal income tax purposes in the gross income of the Registered Owner as a consequence of any action or inaction by the City. A Determination of Taxability will be deemed to have occurred upon (a) the receipt by the City or the Registered Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on this Series 2022 Note is includable in the gross income of the Registered Owner; (b) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on this Series 2022 Note is includable in the gross income of the Registered Owner; or (c) receipt by the City or the Registered Owner of an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions to the effect that any interest on this Series 2022 Note has become includable in the gross income of the Registered Owner for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the

interest on this Series 2022 Note is deemed includable in the gross income of the Registered Owner. A Determination of Taxability shall not occur in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum tax imposed on corporations.

In the case of (a) and (b) above, upon the Determination of Taxability and timely written notice thereof, the City shall have an opportunity to participate in and seek, at its own expense, a final administrative determination or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the existence of such event of taxability; provided that the City, at its own expense, delivers to the Registered Owner an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions acceptable to the Registered Owner to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

This Note is issued being issued to finance the acquisition and construction of capital improvements for the City's Stormwater System, under and pursuant to the authority of Article VIII, Section 2, of the Constitution of the State of Florida, Chapter 166, Part II, Florida Statutes, as amended, the Charter of the City, and other provisions of law, and pursuant and subject to the terms and conditions of a resolution duly adopted by the City Council of the City on April 5, 2022 (the "Note Resolution"), and the Loan Agreement dated as of April 7, 2022 between the City and SouthState Bank, N.A. (the "Loan Agreement"). Capitalized terms used in this Series 2022 Note and not otherwise defined shall have the meaning ascribed to them in the Loan Agreement.

This Note is payable from and secured solely by a lien on the Pledged Revenues, as defined in and in the manner provided in, and subject to the terms and conditions of, the Note Resolution and the Loan Agreement and on a parity with the SRF Loans, the Series 2008 Note and the Series 2019 Notes. The Pledged Revenues consist of the Net Revenues of the Stormwater System.

The City may prepay this Note in whole or in part, at any time, without premium or prepayment penalty; provided, however, that if such prepayment is effectuated in whole or in part through proceeds of a refinancing revenue note or other City debt obligation issued prior to April 7, 2027, the prepayment amount shall include a premium equal to one percent (1%) of the principal amount of this Note being refinanced.

This Note has been designated by the City as a "qualified tax exempt obligation" pursuant to Section 265(b)(3) of the Code.

This Note shall not constitute a general obligation or indebtedness of the City, and the Registered Owner thereof shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this Note. This Note

shall not constitute a lien upon any property of or in the City, but shall be payable solely from the Pledged Revenues in the manner provided in the Loan Agreement. Reference is made to the Loan Agreement for the provisions relating to the security for payment of this Note and the duties and obligations of the City hereunder.

Upon and during the continuation of an Event of Default, the Registered Owner may increase the interest rate applicable to the Series 2022 Note to the Default Rate.

This Series 2022 Note shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and the registered owner, in accepting this Series 2022 Note, shall be conclusively deemed to have agreed that such Note shall be and have all of the qualities and incidents of negotiable instruments thereunder.

The City Clerk shall be the Registrar who shall be responsible for maintaining the Register of the ownership of this Note. The person in whose name ownership hereof is shown on the Register shall be deemed the owner thereof by the City, and any notice to the contrary shall not be binding upon the City or the Registrar. The City and the Registrar may treat the registered owner as the absolute owner of the Series 2022 Note for all purposes, whether or not such Note shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of this Note may be transferred only upon the Register. Upon surrender to the Registrar for transfer or exchange of any Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the registered owner or the transferee or transferees, as the case may be, a new fully registered Note of authorized denominations and of the same maturity and interest rate and for the aggregate principal amount as the Series 2022 Note surrendered.

The new Note delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the Series 2022 Note surrendered and shall be entitled to all of the security and benefits to the same extent as the Series 2022 Note surrendered.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

IN WITNESS WHEREOF, the City of Palm Coast, Florida, has caused this Note to be executed by the Mayor, and attested by the City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this Note to be dated as of April 7, 2022.

CITY OF PALM COAST, FLORIDA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

PLEASE INSERT NAME, ADDRESS AND SOCIAL SECURITY OR OTHER IDENTIFYING
NUMBER OF ASSIGNEE the within Series 2022 Note and does hereby irrevocably constitute
and appoint _____
as his agent to transfer the Series 2022 Note on the books kept for registration thereof, with full
power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTICE: Signature must be guaranteed
by an institution which is a participant
Registered in the Securities Transfer Agent
within Medallion Program (STAMP) or
alternation or similar program.

NOTICE: The signature to this assignment
must correspond with the name of the
Owner as it appears upon the face of the
Note in every particular, without
enlargement or change whatever.

(Authorized Officer)

EXHIBIT B

FORM OF RATE COVENANT COMPLIANCE CERTIFICATE

Pursuant to Section 10.B of the Loan Agreement by and between the City of Palm Coast, Florida and SouthState Bank, N.A. dated April 7, 2022 (the "Loan Agreement"), the undersigned hereby certifies that for the fiscal year ending September 30, 20__, the City was in compliance with the rate covenant set forth in Section 10.G of the Loan Agreement.

Name:

Title: Director of Financial Services

Date:

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that SouthState Bank (the "Purchaser") has not required the City of Palm Coast, Florida (the "City") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City in connection with the issuance of the City's \$8,000,000 Stormwater Revenue Note, Series 2022 (the "Note"), and no inference should be drawn that the Purchaser, in the acceptance of the Note, is relying on Note Counsel or the City Attorney as to any such matters other than the legal opinions rendered by Note Counsel, Bryant Miller Olive P.A. and by Garganese, Weiss, D'Agresta & Salzman, P.A., the City Attorney. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in Resolution No. 2022-__ duly adopted by the City Council of the City on April 5, 2022 (the "Resolution").

We acknowledge and understand that the Resolution is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither the City, Note Counsel nor the City Attorney shall have any obligation to effect any such registration or qualification.

We are not acting as a broker or other intermediary, and are purchasing the Note as an investment for our own account and not with a present view to a resale or other distribution to the public. We understand that the Note may only be transferred in whole and not in part and denominations not less than \$100,000 even in whole, and will not be transferred to any kind of trust under any circumstances. The Note will not be used in the future on a securitized transaction and is not a municipal security.

The Note may only be transferred to a Permitted Lender in whole, in a denomination of not less than \$100,000. As used herein, "Permitted Lender" means any bank, trust company, savings institution or insurance company that is engaged as a regular part of its business in making loans authorized to do business in the State of Florida.

We are a bank as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

We understand that the Note is not a municipal security and that no filing will be made with respect to the Note with EMMA, the Municipal Securities Rulemaking Boards continuing disclosure site.

We understand that there will be no CUSIP Number obtained on the Note and that there will be no credit rating obtained on the Note.

We are an accredited investor within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended.

The representations in this Certificate shall not relieve the City from any obligation to disclose any information required by the Resolution, the documents in connection with the issuance of the Note or as required by applicable law.

This Certificate is expressly for the benefit of the City and may not be relied upon by any other party.

DATED this ____ day of April, 2022.

SOUTHSTATE BANK

By: _____

Name: Garry R. Lubi

Title: Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE LETTER

Following a competitive selection process, the undersigned, as purchaser, proposes to negotiate with the City of Palm Coast, Florida (the "City") for the private purchase of its \$8,000,000 Stormwater Revenue Note, Series 2022 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the City:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Note (such fees and expenses to be paid by the City):

Bank Counsel Fees – \$5,000

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Note to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph 1 above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the City, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the City and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.

4. The management fee to be charged by the Bank is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to finance capital improvements for the City's stormwater utility system.

Unless earlier redeemed, the Series 2022 Note is expected to be repaid on October 1, 2041. At an interest rate of 2.59%, total interest paid over the life of the Series 2022 Note is estimated to be \$2,329,877.67.

The principal of and interest on the Note will be payable solely from the Pledged Revenues as described in Resolution No. 2022-__ of the City duly adopted on April 5, 2022 (the "Resolution"). See the Resolution for a definition of Pledged Revenues. Based on the above assumptions, issuance of the Note is estimated to result in a maximum of approximately \$541,458.00 of revenues of the City not being available to finance other services of the City any year during the life of the Note.

6. The name and address of the Bank is as follows:

SouthState Bank
175 Cypress Point Parkway
Palm Coast, Florida 32164

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Bank this ____ day of April, 2022.

SOUTHSTATE BANK

By: _____

Name: Garry R. Lubi

Title: Senior Vice President



Primary Contact:

Mark Galvin

Managing Director

450 S. Orange Avenue, Suite 225

Orlando, FL 32801

(407) 426-9611

mark.galvin@hilltopsecurities.com

Stormwater Revenue Note, Series 2022

April 5, 2022



Outstanding Stormwater Utility System Debt

	Stormwater System Revenue Note, Series 2008 (Amended in 2012)	Stormwater System Revenue Note, Series 2019A & B	State Revolving Fund Loan SW903040	State Revolving Fund Loan SW903070	State Revolving Fund Loan SW180400
Original Amount	\$9,000,000	\$1,240,000 / \$4,111,000	\$4,822,150	\$2,875,904	\$1,621,830
Par Outstanding (as of 9/30/2021)	\$1,680,000	\$4,810,000	\$1,415,342	\$1,353,225	\$195,518
Interest Rates	2.35%	2.37% / 2.48%	2.5282%	3.14	0%
Final Maturity	10/1/23	2029 / 2039	2026	2030	2042
Max Annual Debt Service	\$869,985	\$401,575	\$303,170	\$182,632	\$82,714
Callable	Anytime @ 100%	Anytime @ 100%	Anytime @ 100%	Anytime @ 100%	Anytime @ 100%
Rate Covenant	1.25x	1.25x	1.15x	1.15x	1.15x
Security	Net Revenues of the Stormwater System	Net Revenues of the Stormwater System	Net Revenues of the Stormwater System	Net Revenues of the Stormwater System	Net Revenues of the Stormwater System
Lead Underwriter / Lender	PNC Bank (formerly RBC Bank)	SouthState Bank (formerly CenterState Bank)	Florida Department of Environmental Protection	Florida Department of Environmental Protection	Florida Department of Environmental Protection

City of Palm Coast, FL Finance Department


Proposed Stormwater Project

P-1 Control Structure

- Currently under design
- Design scope increased to include dredging of upstream canal (Funding for Dredging shall be separate from this Loan)

L-4 Control Structure

- Plans and Permits process completed
- Project went out for bid... came back over budget
- Currently under value engineering to send out for re-bidding



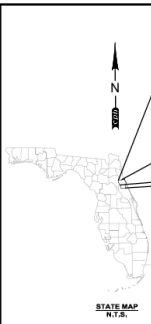
CITY OF PALM COAST
P-1 CONTROL STRUCTURE
CONSTRUCTION PLANS

City Officials
MAYOR
TERRY ALEN
COUNCIL MEMBERS
District 1: Ed Danko
District 2: Victor Barbosa
District 3: Nick Kelle
District 4: Eddie Branganho
CITY MANAGER
Denise Ewan


City of Palm Coast
105 Lake Avenue
Palm Coast, Florida 32114
Phone: 386.368.2300

Survey
GPH, INC.
520 Palm Coast Pkwy, SW
Palm Coast, FL 32137
Phone: 386.465.5252 Fax: 386.467.2991
Attn: Jeff Patterson, P. E. M.

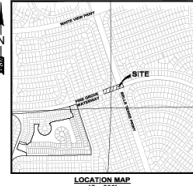
Civil Engineer
GPH, INC.
520 Palm Coast Pkwy, SW
Palm Coast, FL 32137
Phone: 386.465.5252 Fax: 386.467.2991
Attn: Jason R. Kallag, P.E.




FLA. STATE MAP
N.T.S.



FLOOD ZONE MAP
1" = 800'



LOCATION MAP
1" = 800'



SOILS MAP
1" = 200'

Drawings

- 1 COVER SHEET
- 2 GENERAL NOTES
- 3 SITE AND DIMENSION PLAN
- 4 CROSS SECTIONS
- 5 DETAILS

THIS IS TO CERTIFY THAT THE DESIGN REPRESENTED ON THE PLANS AND SPECIFICATIONS HERETOFORE SET FORTH IS THE DESIGN OF THE ENGINEER AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE FLORIDA CONSTRUCTION CODE.

DATE: _____ BY: _____

COVER SHEET

JOB# P61275 DATE: August 2021

Sheet No. **1**



Proposed Stormwater Project

Belle Terre Pedestrian Bridge and Pipe Rehabilitation

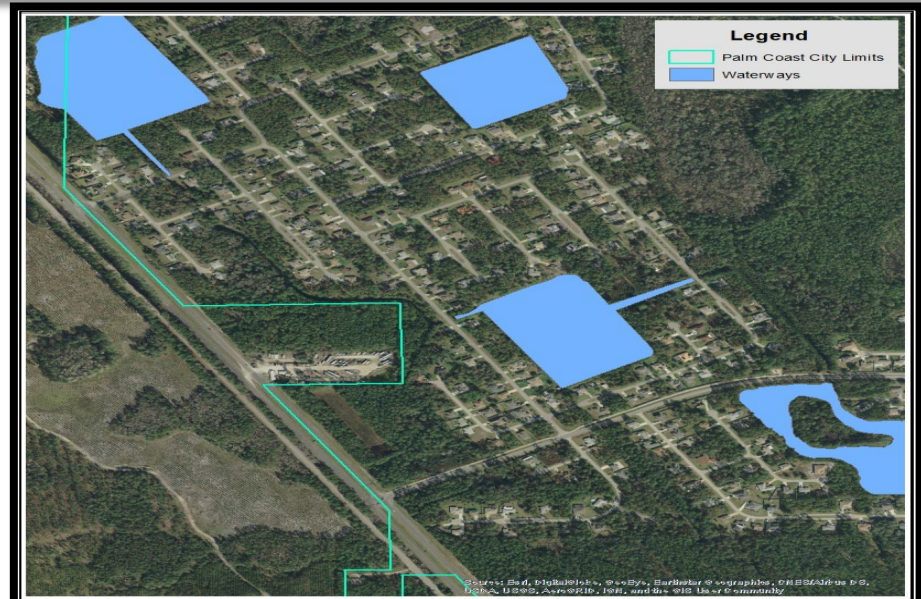
- Plans and Permits process completed
- Project went out for bid... Bids expected back 1st week of April 2022

K-Section Drainage Improvements

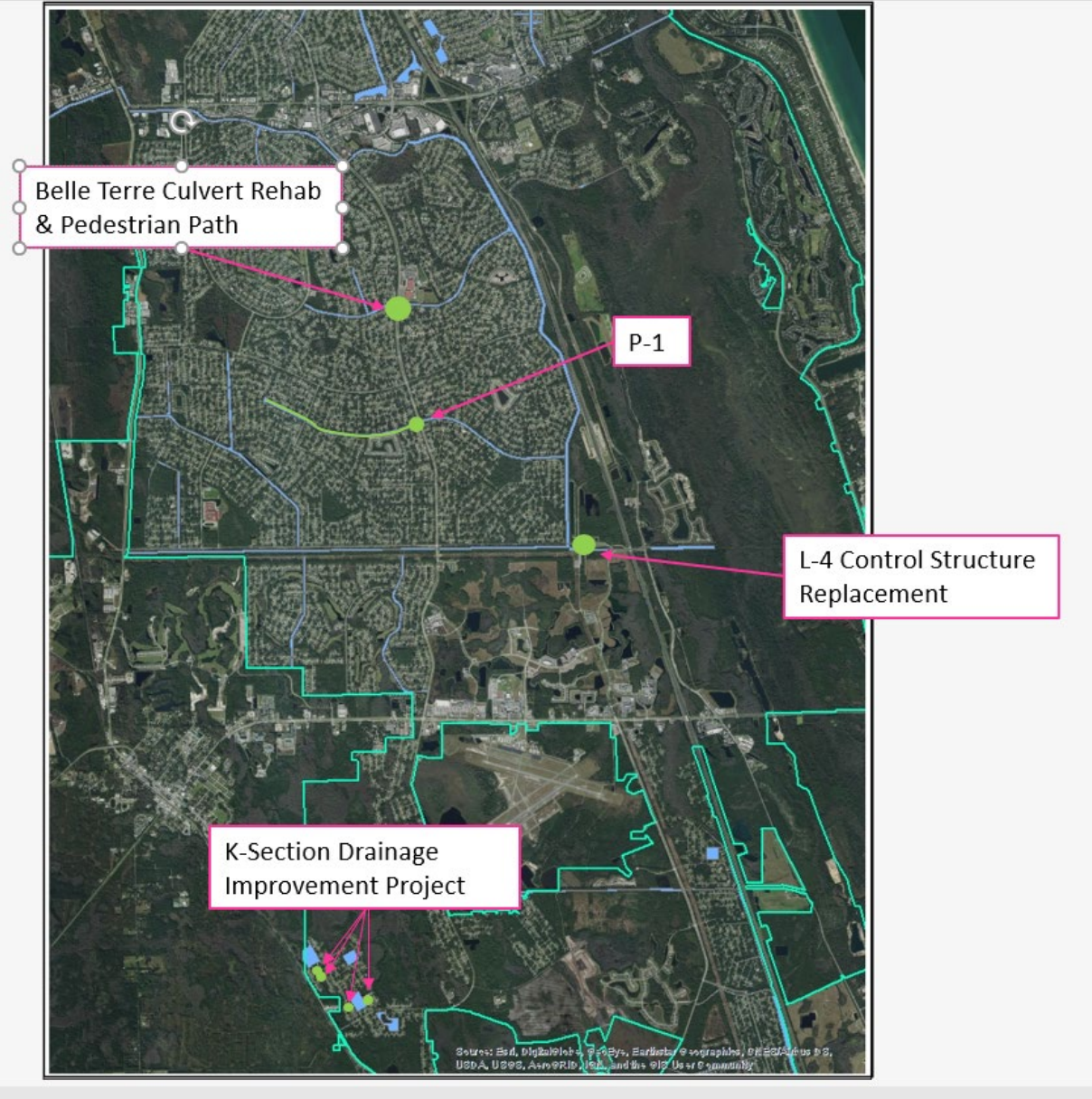
- Plans are 100% and currently pending permits
- Construction to start Fall of 2022

Trenchless Pipe Rehabilitation Program

- Multiple locations throughout the City
- Pipes to be lined have been sent out for bidding
- Currently in process of awarding, contracting, and scheduling
- \$2 Million projected during FY22



Proposed Stormwater Project



Financing Plan

- 20-Year Fixed Rate Loan - \$ 8 million
- Level Annual Debt Service lock in for the full 20 years
- Option to Prepay
- Security / Payable from Stormwater Utility System Net Revenues
- Loan will be on parity (equal lien basis) with the City's outstanding
 - Stormwater Utility System Revenue Notes, Series 2008
 - Stormwater Utility System Revenue Notes, Series 2019 A & B
 - SRF Loans SW903040, SW903070 and SW180400

The Bank Loan RFP Process

- February 25, 2022 – HilltopSecurities sent out RFP to banks
- The City Posted on its website
- On March 17, 2022 the City received 5 responses with interest rates ranging from 2.59% to 3.05%
- Responding Banks included:
 - SouthState Bank
 - Key Government Finance Inc.
 - Pinnacle Public Finance
 - SouthState Bank (formerly CenterState Bank)
 - Truist Bank (formerly SunTrust and BB&T Bank)

Lowest Bidder: SouthState Bank

Summary of SouthState Proposal Recommendation

- 20-year fixed rate tax exempt loan with a rate of 2.59%
- Locked in for the life of the financing – willing to hold the rate until Closing
- Provided the opportunity to prepay without penalty in whole or in part by the City. However, if the City refinances the loan with another financing institution the prepayment penalty would be 1% of the outstanding balance for the first 5 years after that period, no prepayment penalty
- Estimated Annual Debt Service is approximately \$532,926.

We asked the City's Bond Counsel to also review their proposal for any legal issue and there were none.

Discussed the Proposals with Staff; both Staff and HilltopSecurities Recommends the City Council accept the SouthState Proposal.

Next Steps

- City Council approves the selection of SouthState Bank
- City Council approves both the Supplement Resolution and the Loan Agreement.
- Thursday, April 7th Closing and Transfer of Funds

Questions



General Disclosure

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

City of Palm Coast, Florida Agenda Item

Agenda Date: April 5, 2022

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	\$29,115,100.00
Division	STORMWATER	Account	54029082-063000-88020
Subject	RESOLUTION 2022-XX APPROVING A CONSTRUCTION CONTRACT WITH RJ SULLIVAN CORPORATION, A WORK ORDER WITH CPH, INC., FOR ENGINEERING SERVICES, AND AN INCREASE OF SRF LOAN AMOUNT FOR THE WASTEWATER TREATMENT FACILITY 2 EXPANSION PROJECT		
Presenter : Alex Blake, Utility Engineer			
COUNCIL PRIORITY: D. Service Delivery and Efficiency			
4.) Continue to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards.			
Background :			
<p>Wastewater Treatment Facility 2 (WWTF2) is currently rated to treat 2 million gallons per day (MGD) of domestic wastewater. In 2015, WWTF2 was placed into operation. Since then, the City has experienced rapid growth. In order to accommodate additional wastewater demand, it is necessary to expand the plant. The facility was planned to include 2 MGD future expansions. The Wastewater Treatment Facility 2 expansion was designed to increase treatment capacity to a new rating of 4 MGD. CPH, Inc. provided the design of the WWTF2 expansion.</p> <p>The City previously approved and entered Agreement for State Revolving Fund (SRF) loan (through the Florida Department of Environmental Protection (FDEP)) at 0% interest, as twenty (20) year loan, to provide funding for the cost of design and construction of the WWTF2 expansion project. In July 2020, the construction cost was estimated at approximately \$18 million and the initial loan was based on this amount and including the design cost the total current loan amount is \$19,620,000.00. The plant expansion design was completed in October 2021 and the project was prepared for bidding.</p> <p>Bidding for the project (ITB-SWE-21-21) was advertised on November 19, 2021. Bids were received on December 3, 2021. Three (3) bids were received ranging from \$24,695,000.00 to \$26,845,300.00. City staff recommends awarding the contract to the low bidder RJ Sullivan Corporation, of Pompano Beach, FL, in the amount of \$24,695,000.00 and a 10% contingency, (\$2,469,500.00).</p> <p>City staff requested CPH, Inc., to provide construction engineering and inspection (CEI) and SRF loan compliance management services throughout the construction of the project for the negotiated amount of \$1,950,600.00.</p> <p>The City requested that FDEP increase the SRF loan for the project in the amount of \$9,495,100.00, in order to cover the cost of construction and CEI services. FDEP committed the requested additional SRF funds and authorized the City to award the contract to the low bidder. The FDEP will provide the additional funding over two funding periods, \$2,468,001.00 in</p>			

February 2022 and \$7,027,099.00 in August 2022.

This project and the costs associated with it are within the Utility 5-Year Capital Improvement Plan and budgeted for Fiscal Years 2022-2023, and are also funded through the FDEP SRF loan program. The notice of intent to award, a project bid overview, SRF loan approval letter and the CPH scope of services are attached.

SOURCE OF FUNDS WORKSHEET FY 2022

WWCOLL WWTP #2 Expansion 54029082-063000-88020	\$11,180,000.00
Total Expended/Encumbered to Date.....	\$ 0
Pending Work Orders/Contracts.....	\$ 0
Current (WO/Contract).....	<u>\$ 11,180,000.00</u>
Balance	\$ 0

SOURCE OF FUNDS WORKSHEET FY 2023

WWCOLL WWTP #2 Expansion 54029082-063000-88020	\$17,935,100.00
Total Expended/Encumbered to Date.....	\$ 0
Pending Work Orders/Contracts.....	\$ 0
Current (WO/Contract).....	<u>\$ 17,935,100.00</u>
Balance	\$ 0

Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING A CONSTRUCTION CONTRACT WITH RJ SULLIVAN CORPORATION, A WORK ORDER WITH CPH, INC., FOR ENGINEERING SERVICES, AND AN INCREASE OF SRF LOAN AMOUNT FOR THE WASTEWATER TREATMENT FACILITY 2 EXPANSION PROJECT

RESOLUTION 2022-_____
WASTEWATER TREATMENT FACILITY 2 EXPANSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH RJ SULLIVAN CORPORATION, A WORK ORDER WITH CPH, INCLUDING A 10% PROJECT CONTINGENCY AND APPROVAL OF AN SRF LOAN INCREASE FOR THE WASTEWATER TREATMENT FACILITY NUMBER 2 EXPANSION PROJECT; AUTHORIZING THE CITY MANAGER OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast desires to contract with RJ Sullivan Corporation., for the Wastewater Treatment Facility 2 Expansion project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the above-mentioned firm for the Wastewater Treatment Facility 2 Expansion project; and

WHEREAS, CPH, Inc., has expressed a desire to provide construction engineering services for the Wastewater Treatment Facility 2 Expansion project; and

WHEREAS, the City Council of the City of Palm Coast desires to approve the work order with the above-mentioned firm for construction engineering services for the Wastewater Treatment Facility 2 expansion.

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

SECTION 1. APPROVAL OF CONTRACTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of the contract with RJ Sullivan Corporation., including a 10% project contingency and approval of an SRF loan increase for the Wastewater Treatment Facility No. 2 Expansion project, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. APPROVAL OF WORK ORDER. The City Council of the City of Palm Coast hereby approves the terms of a work order with CPH, Inc., for construction engineering services, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

SECTION 4. SEVERABILITY. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, is shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

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

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of April 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 - Contract with RJ Sullivan Corporation
WO with CPH



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-SWE-21-21 - WASTEWATER TREATMENT FACILITY NO 2 EXPANSION

Date: 1/3/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 1/6/2022

Firm	Bid
R.J. Sullivan Corp. Pompano Beach, FL	\$24,695,000.00
PC Construction Company dba PCEO, Inc. in FL South Burlington, VT	\$26,845,300.00
Wharton-Smith, Inc. Sanford, FL	Non-Responsive (Addendum No 2 Not Signed and Dated)

The intent of the City of Palm Coast is to award ITB-SWE-21-21 to R.J. Sullivan Corp.

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

For questions regarding the NOIT please contact Procurement Coordinator CLuedke@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





ITB-SWE-21-21 - WASTEWATER TREATMENT FACILITY NO 2 EXPANSION

Project Overview

Project Details	
Reference ID	ITB-SWE-21-21
Project Name	WASTEWATER TREATMENT FACILITY NO 2 EXPANSION
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	<p>Wastewater Treatment Facility No.2 Expansion. Construction of WWTP No.2 expansion from 2.0 MGD to 4.0 MGD will generally include but is not limited to the following components: (a). Headworks – grit removal, drum screen; and odor control; (b). Flow equalization tanks with aeration and mixing equipment and flow equalization pumping system; (c). AWT biological treatment process using MBR, including anaerobic basins, pre-anoxic basins, aerobic basins, post- anoxic basins and MBR basins; (d). Chlorine contact chambers; (e).Reclaimed water transfer pumps; (f). Sludge holding tanks and associated aeration and mixing system and pumping equipment; (g). Chemical feed systems for alum, Micro-C, and sodium hypochlorite; (h). All the associated structural, electrical and control system to make the project completed as designed.</p>
Open Date	Oct 20, 2021 8:00 AM EDT
Intent to Bid Due	Dec 15, 2021 2:00 PM EST
Close Date	Dec 16, 2021 2:00 PM EST



Awarded Suppliers	Reason	Score
R.J. Sullivan Corp.		100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-I (Except Form C), and Bidder Profile Sheet	Dec 16, 2021 2:01 PM EST	Casey Luedke
Section 00200, Forms A-G, and Bidder Bid Form	Dec 16, 2021 2:01 PM EST	Casey Luedke
Construction Forms 5 & 6	Dec 16, 2021 2:01 PM EST	Casey Luedke
Bid Form A Bid Schedule (From Addendum No 7)	Dec 16, 2021 2:01 PM EST	Casey Luedke
Addendum No1 (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke
Bid Security	Dec 16, 2021 2:01 PM EST	Casey Luedke
Section 00100, Form C Financial Statements	Dec 16, 2021 2:01 PM EST	Casey Luedke
License - General Contractor	Dec 16, 2021 2:01 PM EST	Casey Luedke
Addendum No 2 (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke
Addendum No 3 (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke



Addendum No 4 (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke
Addendum No 5 (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke
Addendum No 5 - UPDATED VERSION (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke
Addendum No 6 (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke
Addendum No 7 (Signed and Dated)	Dec 16, 2021 2:01 PM EST	Casey Luedke

Conflict of Interest

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

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg, PMP	Dec 16, 2021 2:15 PM EST	No
Alex Blake	Dec 16, 2021 2:48 PM EST	No
Patrick Henderspm	Dec 16, 2021 5:16 PM EST	No



Jesse Scott	Dec 28, 2021 12:49 PM EST	No
Ginger Norberg	Dec 16, 2021 2:04 PM EST	No
Casey Luedke	Dec 16, 2021 2:03 PM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-I & References
Technical Review Construction Forms	Pass/Fail	Review Construction Forms 5 & 6
Technical Review Bid Forms 00200	Pass/Fail	Review Bid Forms 00200 A-F
Admin Financial Review	Pass/Fail	Review for Fiscal Solvency
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Admin Bid Form Pricing Review	Admin Review Addenda	Technical Review Qualification 00100
Supplier	/ 100 pts	Pass/Fail	/ 100 pts	Pass/Fail	Pass/Fail
R.J. Sullivan Corp.	100 pts	Pass	100 pts (\$24,695,000.00)	Pass	Pass
Wharton-Smith, Inc.	94.34 pts	Pass	94.34 pts (\$26,177,300.00)	Fail	Pass
PC Construction Company dba PCEO, Inc. in FL	91.99 pts	Pass	91.99 pts (\$26,845,300.00)	Pass	Pass



	Technical Review Construction Forms	Technical Review Bid Forms 00200	Admin Financial Review
Supplier	Pass/Fail	Pass/Fail	Pass/Fail
R.J. Sullivan Corp.	Pass	Pass	Pass
Wharton-Smith, Inc.	Pass	Pass	Pass
PC Construction Company dba PCEO, Inc. in FL	Pass	Pass	Pass



SCOPE OF SERVICES

City of Palm Coast WWTF No.2 Expansion Construction Engineering and Inspection Services

December 14, 2021

BACKGROUND

The City of Palm Coast (CITY) Waste Water Treatment Facility (WWTF) No.2 will be expanded from 2.0 MGD to 4.0 MGD. CPH, Inc. (CONSULTANT) has completed the design, permitting funding application, and bid services. The Florida Department of Environment Protection (FDEP) State Revolving Fund (SRF) program will fund the construction of the WWTF No.2 expansion. The CITY has requested that the CONSULTANT provide Construction Engineering and Inspection (CEI) services during the construction of the WWTF No.2 Expansion.

SCOPE OF SERVICES

The CONSULTANT shall provide the engineering services during the construction of WWTF No.2 expansion; prepare certification of completion; and obtain clearance from FDEP for placing the plant into operation. The CONSULTANT shall prepare the Fiscal Sustainability Plan to meet the SRF requirements; compile and submit SRF reimbursement documents to FDEP; and provide all the required project documents to FDEP SRF program.

Task 1 Construction Administrative Services

- 1.1 The CONSULTANT shall prepare conformed documents incorporating issued addenda. The CONSULTANT will distribute up to eight (8) sets of the Conformed Construction Plans (4 Sets Full Size 22"x34" and 4 sets Half Size 11"x17"); and up to six (6) sets of the conformed Project Manual for CITY and Contractor use during construction. The CITY and Contractor will also be provided with thumb drives containing PDFs of the conformed documents and the Contractor will be provided with ACAD files for its use during construction. One digitally signed and sealed set of the conformed documents will also be provided to the CITY at the start of construction for its records.
- 1.2 The CONSULTANT shall prepare the agenda, coordinate and attend the preconstruction meeting, and prepare and issue meeting notes.
- 1.3 The CONSULTANT shall prepare the agenda, coordinate and attend progress meetings, and prepare and issue meeting minutes. It is assumed the Progress Meetings will be held once every two weeks during the construction period, covering a



time period of seventy-two (72) weeks. Based on this, it is assumed there will be thirty six (36) progress meetings.

- 1.4 The CONSULTANT shall review shop drawing submittals, catalog data, diagrams, illustrations, schedules, samples, test and inspection results and other data that the Contractor is required to submit as to the compliance with the overall design of the project and compliance with the plans, specifications, and other contract documents. The CONSULTANT shall coordinate with the CITY on distribution of submittals and compilation of the submittal review comments of all parties (including the electrical engineering sub-consultant), distribute reviewed submittals (including comments) to the Contractor.
- 1.5 The overall construction phase is anticipated to be five hundred and ten (510) calendar days from the Notice to Proceed to Substantial Completion and thirty (30) calendar days from Substantial Completion to Final Completion. During construction, the CONSULTANT shall make periodic visits to the work site to observe the progress and report to the CITY as to the amount of work complete, the overall quality of executed work, and observed impediments to the successful contract completion. The CITY shall, on a monthly basis, field review the Contractor's application for payment in terms of construction quantities and completion of items for which payment is requested. The CONSULTANT shall take CITY's reviewed construction quantities and review the payment application package submitted by the Contractor, and recommend approval in writing of payments to the Contractor in such amounts, in consultation with the CITY and in consideration of its own general knowledge of the status of work based on its field reviews, and based on its review of items such as required Releases of Lien. By recommending an application for payment, The CONSULTANT shall not be deemed to have made any examination to determine how and for what purposes the Contractor has used the monies paid on account of the Contract Price, or that title to any of the Contractor's work, materials, or equipment has passed to the CITY free and clear of any liens, claims, security interests or encumbrances. Such representations shall at no time be considered as a legal obligation of The CONSULTANT. It is assumed there will be eighteen (18) Applications for Payment during construction.
- 1.6 The CONSUTLANT shall assist the CITY as requested by responding to requests for information (RFI) and requested changes as forwarded by the CITY. The CONSULTANT will issue all instructions of the CITY to the Contractor and prepare routine Change Orders for the CITY's use as required. The CONSULTANT may, as the CITY's representative, require special inspection or testing of the work (whether or not fabricated, installed or completed). The CONSULTANT will act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder by the CITY and the Contractor and will make decisions on all claims of the CITY and the Contractor relating to the execution and progress of the work and all other matters and questions related thereto, but the CONSULTANT shall not be liable for the results of any such interpretations or decisions rendered by the CONSULTANT in good faith.
- 1.7 The CONSULTANT shall witness and observe the start-up testing of the constructed system.

- 1.8 The CONSULTANT shall, in conjunction with the City representatives, conduct punch list and final inspections of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents.

Task 2 Sub-Consultant Services

- 2.1 The CONSULTANT shall provide all geotechnical and material testing working during the construction period. The Sub-Consultant, Universal Engineering Science will provide this service as stated in **Attachment A**.
- 2.2 The CONSULTANT shall provide services for electrical services to review and approve electrical and instrumentation shop drawings, provide the required field inspection and observe the start-up testing related to the electrical work of the project. The Sub-Consultant, Bailey Engineering Consultants will provide these services as stated in **Attachment B**.

Task 3 Resident Inspection Services during Construction

- 3.1 The CONSULTANT shall provide full time resident staff for observation and inspection of construction work during the entire construction period, and verify Contractor's compliance with the plans, specifications and other contract documents.
- 3.2 The CONSULTANT shall record the Contractor's field activities throughout the construction period including quantity measurement, identification of work deficiencies, notations on the nature and cost of any extra work or changes ordered during construction.
- 3.3 The CONSULTANT shall coordinate the inspection services with the soils and materials testing company and review their reports to determine if fill and other construction are properly executed and meet the project requirements. The CONSULTANT will maintain a file of test results provided by the Contractor during the construction process, and determine whether all required testing is completed in accordance the contract requirements prior to approval of the Contractor's final payment request.
- 3.4 The CONSULTANT shall provide a record of the Contractor's activities throughout the construction, including notations on the nature and cost of any extra work or changes ordered during construction; however, The CONSULTANT is not responsible for the performance of the construction contract by the Contractor. In order to maintain a complete record of activities and changes, The CONSULTANT will rely on the CITY to provide information based on inspections conducted by the CITY.
- 3.5 The CONSULTANT shall in conjunction with other CITY representatives, conduct punch list and final inspections of the in-place work to determine if the work is completed substantially in accordance with the plans, specifications and other contract documents. These inspections shall form the basis for The CONSULTANT's review and recommendation for payment on the Contractor's final pay request.



Task 4 SRF Loan Management

The WWTF No.2 expansion construction will be funded by the FDEP SRF loan. The CONSULTANT shall assist the CITY in complying with SRF loan requirements set forth in the loan agreement listed but are not limited to the following:

4.1 Davis – Bacon Compliance

The CONSULTANT shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates.

The CONSULTANT shall review and approve the certified payrolls provided by the Contractor to verify that contractors or subcontractors are paying the appropriate wage rates. At a minimum, the CONSULTANT should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. More frequent spot checks shall be conducted if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon.

4.2 American Iron and Steel Compliance

The CONSULTANT shall check the Contractors' shop drawing submittals for all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act and set forth in the contract documents.

4.3 Preparation of the Fiscal Sustainability Plan

The CONSULTANT shall assist the City in updating the CITY's existing Fiscal Sustainability Plan (FSP) to incorporate the critical assets in the WWTF No.2 expansion project. At a minimum, the FSP shall include:

- (1) An inventory of critical assets that are part of the projects;
- (2) An evaluation of the condition and performance of inventoried assets or asset groupings;
- (3) A certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
- (4) A plan for maintaining, repairing, and as necessary, replacing the treatment works and a plan for funding such activities.

The CONSULTANT shall coordinate with FDEP and assist the City in certifying that the Fiscal Sustainability Plan requirements are met. The FSP shall be developed and implemented before the final disbursement is approved.

4.4 Disbursement Request Packages

The CONSULTANT shall prepare the FDEP SRF disbursement request packages on a quarterly basis. The CONSULT shall submit the package to the CITY for review, make



revisions requested by CITY, collect signatures from the CITY representative, and submit the final copy to FDEP. The CONSULTANT shall assist the CITY in addressing all the comments and questions the FDEP may have. The CONSULTANT shall assist the CITY in providing the loan close out documents at the end of the project.

Task 5 Preparation of an Operation and Maintenance Manual

The CONSULTANT will prepare an operation and maintenance manual for the newly constructed plant to include the following:

- Description, operation and control of all treatment equipment and processes
- Instruction for trouble shooting, problems solving, and maintenance procedures
- Procedures for emergency planning, preparation and responses
- Safety program related to equipment operations, handling of chemicals and hazardous material, and operation of electrical and power equipment.

Two (2) hard copies and one (1) PDF copy will be delivered to the CITY once approved.

Task 6 Preparation of Record Drawings and Submittal of Certification of Completion

The CONSULTANT shall review record drawings and other as-built information provided by the Contractor, prepare and certify completion of the work, and obtain clearance from the FDEP or any other agencies for placing the system into operation. Two (2) sets full size 22"x34" and two (2) sets half size 11"x17", along with one (1) PDF copy will be delivered to the CITY upon approval.

PAYMENT

The CONSULTANT proposes to provide the engineering services described above for a not-to-exceed fee of \$1,950,600.00. The proposed fee includes reimbursable expenses and sub-consultant fees. The CONSULTANT will bill the CITY based on the actual hours and expenses incurred and the total amount billed will not exceed the above not-to-exceed amount unless authorized by the CITY. The detailed break downs of the fee estimation are presented in **Appendix C**. The proposed fee of each task is summarized as follows:

Task #	Description	Cost
Task 1	Construction Administrative Services	\$621,040.00
Task 2	Sub-Consultant Services	\$333,420.00
Task 3	Resident Inspection During Construction	\$681,600.00
Task 4	SRF Management	\$184,980.00
Task 5	Preparation of an Operation and Maintenance Manual	\$69,500.00
Task 6	Preparation of Record Drawings and Submittal of Certification of Completion	\$60,060.00
Total		\$1,950,600.00



**Appendix A Proposal for Construction Materials Testing
Universal Engineering Science**



**Geotechnical Engineering
Construction Materials Testing and Inspection
Building Code Compliance
Environmental, Health & Safety
Facilities Consulting**

- LOCATIONS:
- Atlanta
 - Charlotte, NC
 - Clewiston, FL
 - Daytona Beach
 - Chantilly, VA
 - Hagerstown, MD
 - Delray Beach, FL
 - Fort Myers
 - Fort Pierce
 - Gainesville
 - Jacksonville
 - Miami
 - Ocala
 - Orlando (Headquarters)
 - Palm Coast
 - Panama City
 - Pensacola
 - Port St. Lucie, FL
 - Rockledge
 - Sarasota
 - St. Petersburg
 - Tampa
 - Tifton
 - West Palm Beach

November 1, 2021

CPH Corp
Mrs. Lucinda Xu
500 West Fulton Street
Sanford, FL 32771
Sent via email: lxu@cphcorp.com

Reference: **PROPOSAL FOR CONSTRUCTION MATERIALS TESTING**
Palm Coast WWTP #2 – Palm Coast, Florida
UES Opportunity No: 0410.1121.00002
UES Proposal No. 2021D-1266

Dear Mrs. Xu:

Universal Engineering Sciences (UES) appreciates the opportunity to submit the following proposal for construction materials testing services for above referenced project in Palm Coast, Florida.

Our proposal is based on a review of the projects plans and our experience with similar projects. Our cost estimate is attached as Exhibit I. Please note this is an estimate only and you will only be billed for services provided. We appreciate the opportunity to offer our services. Please feel free to call with any questions at (386) 756-1105.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES

Brian C. Pohl, P.E.
Branch Manager

Attachment

EXHIBIT I

**Scope of Work and Cost Schedule
Construction Testing Services
Palm Coast WWTP #2
Palm Coast, FL
UES Proposal No. 2021D-1266
November 1, 2021**

ITEM	NO. of UNITS	UNIT	COST PER UNIT	ESTIMATED COST
Technician Time (clearing/stripping)	4	Hours	\$45.00	\$180.00
In Place Density Tests (min 4 per trip)	150	Each	\$20.00	\$3,000.00
Cylinders (set of 4)	50	Sets	\$130.00	\$6,500.00
Certified Welding Inspector "C.W.I." (min 3 Hrs.)	20	Hours	\$65.00	\$1,300.00
Estimated Total				\$10,980.00

NOTES:

- (1) All unit fees are for normal work hours, Monday through Friday from 6:30 a.m. to 4:30 p.m. daily. Work performed outside the normal work hours, Saturday, Sunday and holidays will be invoiced at the standard rate x 1.35.
- (2) A minimum of four (4) In-Place Density Tests per trip is required.
- (3) All hourly work will be invoiced at a minimum of four (4) hours.
- (4) Professional consultations and meetings will be invoiced at our standard unit rates for those services rendered.
- (5) Soil sample pick up and asphalt hot mix sample pick up will be scheduled to coincide with other testing whenever possible; however, when not on site for other testing, will be invoiced at the Engineering Technician's hourly rate of \$45.00.
- (6) Cancellation without notice and stand-by time will be invoiced at our standard unit rates - \$60.00 for cancellation and \$45.00/hour for stand-by time.
- (7) Any concrete test cylinders cast in addition to the standard 4 cylinders per set will be invoiced at \$15.00 each.
- (8) UES will not be responsible for scheduling our services and will not be responsible for tests that are performed due to a failure to schedule our services on the project or any resulting damage.
- (9) An Administrative Fee of 7% will be added to all invoices.

This fee estimate includes project distribution for materials testing and/or inspection reports as established during original project start-up. Additional copies can be provided at a cost of \$0.25 per page or \$25.00 minimum charge per entire report package of all test/inspection reports.

UNIVERSAL ENGINEERING SCIENCES, LLC.

WORK AUTHORIZATION/ PROPOSAL ACCEPTANCE FORM

Universal Engineering Sciences, LLC. (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME: Palm Coast WWTP #2

PROJECT LOCATION: Palm Coast, Florida

CLIENT NAME: CPH Corp. **Date:** November 1, 2021
Attn: Lucinda Xu **Phone#** 866-609-0688

CLIENT ADDRESS: 500 West Fulton Street **Fax No.** _____
Sanford, FL 32771 **Email:** lxu@cphcorp.com

I. As Shown UES Proposal No. 2021D-1266(attached)
UES Opportunity No: 0410.1121.00002

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. UES General Conditions.
- B. UES Proposal Dated: 11/1/21
- C. Plans, reports, specifications, and other documents provided by the Client prior to this Agreement date. _____
- D. Other exhibits marked and described as follows:

In the event of any inconsistency or conflict among the Contract Documents, the provisions in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to mailed to another client than listed above please provide the information for that client in the fields listed below:

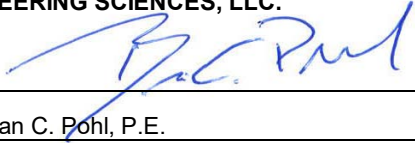
Firm: _____ Social Security Number or Federal Identification Number: _____

Address: _____

Attention : _____ Title: _____

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

CLIENT: _____ **UNIVERSAL ENGINEERING SCIENCES, LLC.**

BY (Signature): _____ BY (Signature):  _____

TYPED NAME: _____ TYPED NAME: Brian C. Pohl, P.E.

TITLE: _____ TITLE: Branch Manager

DATE: _____ DATE: November 1, 2021

RETURN EXECUTED COPIES TO
UNIVERSAL ENGINEERING SCIENCES, LLC.
TELEPHONE: 386-756-1105 / FAX: 386-760-4067

Universal Engineering Sciences, LLC
GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES **1.1** *Universal Engineering Sciences, LLC*, and its subsidiaries and affiliated companies (“UES”), is responsible for providing the services described under the Scope of Services. The term “UES” as used herein includes all of UES’s agents, employees, professional staff, and subcontractors. **1.2** The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. **1.3** The Client acknowledges that UES’s responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES’s provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE **2.1** Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. **2.2** Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client’s responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS **3.1** Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. **3.2** The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES’s prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT **4.1** UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. **4.2** Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. **4.3** If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys’ fees, court costs, UES’s time, UES’s expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS **5.1** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES’s instruments of service. **5.2** Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. **5.3** UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. **5.4** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS **6.1** Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. **6.2** Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous material. **6.3** Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials. **6.4** UES will notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client’s responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. **6.5** Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES’s discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property’s value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 7: RISK ALLOCATION **7.1** Client agrees that UES’s liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES’s fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client’s written request at the time of accepting UES’s proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client’s written request at the time of accepting UES’s proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. **7.2** Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. **7.3** As used in this Agreement, the terms “claim” or “claims” mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3 To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses. 10.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor is solely responsible for project jobsite safety. 11.4 Client is responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a will-call basis. UES will not be responsible for tests and inspections that are not performed due to Client's failure to schedule UES's services on the project, or for any claims or damages arising from tests and inspections that are not scheduled or performed.

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein. 17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 19: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

UES DOCS No. 1823094 Revised 12/04/2020



Appendix B Palm Proposal for Coast WWTF No.2 Construction Services
Bailey Engineering Consultants



October 28, 2021

Ms. Lucida Xu, Pd.D., P.E., BCEE
CPH, Inc.
500 West Fulton Street
Sanford, Florida 32771

Re: Palm Coast WWTF No. 2 Construction Services
Palm Coast, FL

Dear Ms. Xu:

We are pleased to submit our proposal for engineering services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project to CPH, Inc. This letter contract represents an overview of the work and provides the agreed upon lump sum fee amount. We require an executed sub consultant agreement and purchase order as the official notice to proceed. Our scope of work shall include the following:

Task 1 – General Services during Construction

Bailey Engineering Consultants, Inc. (BEC) will perform project administration and provide professional services during the construction phase that will implement the facility modifications. BEC shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means and methods, techniques, sequences, or procedures of construction. BEC shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Consultant reviews shall not relieve the Contractor of any of his contractual responsibilities. Specific services to be performed by Consultant are as follows:

1. Shop Drawing Review - Review and approve (or take other appropriate action in respect of) Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) in accordance with the Contract Documents.
2. Issue Clarifications - Issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents

pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents.

- 3. BEC shall attend periodic progress meetings based on progress of construction and as per the attached estimation of work effort.
- 4. Site Visits – Make site visits to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents. Consultant will provide to the GPU a list of items to be completed, if any.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a Lump Sum Amount of \$322,440.00. At no time shall work fees exceed said amount of compensation without a written and executed amendment. Our scope of work shall be as outlined above. Services not specifically outlined above are excluded.

Very truly yours,

Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____

CPH-21-017G

**Palm Coast WWTF No. 2 Construction Services
Palm Coast, FL**

Date: 10/28/2021

Estimate of Work Effort & Fee

	Principal		Engineer		Instrumentation Engineer		Field Superintendent		Clerical/Admin		Totals	
	Hourly Rate	\$225.00	Hourly Rate	\$180.00	Hourly Rate	\$160.00	Hourly Rate	\$120.00	Hourly Rate	\$75.00	man-hours	Total
Task 1 – General Services during Construction	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total
Shop Drawing Review	120	\$ 27,000.00	240	\$ 43,200.00	120	\$ 19,200.00	80	\$ 9,600.00	60	\$ 4,500.00	620	\$ 103,500.00
Issue Clarifications	140	\$ 31,500.00	210	\$ 37,800.00	80	\$ 12,800.00	95	\$ 11,400.00	80	\$ 6,000.00	605	\$ 99,500.00
Site Visits/Start up/Meetings	100	\$ 22,500.00	120	\$ 21,600.00	60	\$ 9,600.00	400	\$ 48,000.00	40	\$ 3,000.00	720	\$ 104,700.00
Record Drawings / O&M	12	\$ 2,700.00	24	\$ 4,320.00	16	\$ 2,560.00	38	\$ 4,560.00	8	\$ 600.00	98	\$ 14,740.00
Task 4 – General Services during Construction Total	372	\$ 83,700.00	594	\$ 106,920.00	276	\$ 44,160.00	613	\$ 73,560.00	188	\$ 14,100.00	2043	\$ 322,440.00
Total:	372	\$ 83,700.00	594	\$ 106,920.00	276	\$ 44,160.00	613	\$ 73,560.00	188	\$ 14,100.00	2043	\$ 322,440.00



Appendix C CPH Scope of Services & Fee Schedule

TASK ITEM	DESCRIPTION	Principal	Sr. Project Manager	Project Manager	Senior Construction Manager	Senior Design Technician	Clerical	Structural	Architectural	MEP HVAC	Sub-Consultant	Estimated Expenses	Cost by Task
		\$190.00	\$180.00	\$160.00	\$120.00	\$105.00	\$60.00						
	Hourly Rates	\$190.00	\$180.00	\$160.00	\$120.00	\$105.00	\$60.00						
Task 1	Construction Administrative Services												
	1.1 Preparation of Conformed Documents		8	16		40					\$1,900.00	\$7,600.00	\$17,700.00
	1.2 Pre-Construction Meeting		4	4			2						\$1,480.00
	1.3 Progress Meetings	36	144	216	144		72					\$2,760.00	\$91,680.00
	1.4 Review & approve shop drawings & other submittals		400	1,000	800			\$8,000.00	\$2,000.00	\$500.00			\$338,500.00
	1.5 Review and approve payment applications	4	18	72	36								\$19,840.00
	1.6 Responding to RFIs and Issuance of Change Orders & Instructions	20	40	300	200	40		\$2,000.00	\$23,000.00				\$112,200.00
	1.7 Equipment start-up		40	80	80								\$29,600.00
	1.8 Punch List, Substantial & Final Completion Inspections		10	20	40		4						\$10,040.00
	Sub-total Task 1	60	664	1,708	1,300	80	78	\$10,000.00	\$25,000.00	\$500.00	\$1,900.00	\$10,360.00	\$621,040.00
Task 2	Sub-Consultant Services												
	2.1 Universal Engineering Science (Material Testing)											\$10,980.00	\$10,980.00
	2.2 Bailey Engineering Consultants 9Electrical and Instrumentation)											\$322,440.00	\$322,440.00
	Sub-total Task 2											\$333,420.00	\$333,420.00
Task 3	Resident Inspection During Construction	80	680	1,360	2,720								\$681,600.00
	Sub-total Task 3	80	680	1,360	2,720								\$681,600.00
Task 4	SRF Management												
	4.1 Davis – Bacon Compliance	8	72	40	100		80						\$37,680.00
	4.2 American Iron and Steel Compliance	8	72	40	100								\$32,880.00
	4.3 Preparation of the Fiscal Sustainability Plan	8	380	80	50		10						\$89,320.00
	4.4 Disbursement Request Packages	10	108	10			36						\$25,100.00
	Sub-total Task 4	34	632	170	250		126						\$184,980.00
Task 5	Preparation of an Operation and Maintenance Manual	10	200	100	100		20					\$2,400.00	\$69,500.00
	Sub-total Task 5	10	200	100	100		20					\$2,400.00	\$69,500.00
Task 6	Preparation of Record Drawings and Submittal of Certification of Completion	10	40	100	50	240	4	\$2,000.00	\$1,000.00	\$200.00		\$320.00	\$60,060.00
	Sub-total Task 6	10	40	100	50	240	4	\$2,000.00	\$1,000.00	\$200.00		\$320.00	\$60,060.00
Total (Task 1- Task 6)		184	2016	3338	4320	320	208	\$12,000.00	\$26,000.00	\$700.00	\$1,900.00	\$344,100.00	\$1,950,600.00

City of Palm Coast, Florida Agenda Item

Agenda Date: April 5, 2022

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	\$815,722.00
Division	STORMWATER	Account	54029082-63000- 2015
Subject	RESOLUTION 2022-XX APPROVING A CONTRACT WITH TB LANDMARK CONSTRUCTION, INC., FOR CONSTRUCTION OF THE L-SECTION PEP MAIN IMPROVEMENTS		
Presenter : Alex Blake, Utility Engineer			
Background :			
COUNCIL PRIORITY:			
D. Service Delivery and Efficiency			
4.) Continue to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards.			
<p>The City of Palm Coast wastewater collection system utilizes pretreatment effluent pumping (PEP) in various areas throughout the city. As residential growth has increased demand on the PEP system pipe mains, it has become necessary to increase flow capacity by adding additional parallel mains, in order to efficiently carry the sewage flow and reduce pump run times of the PEP tanks.</p> <p>Phase 1 & 2 R section PEP main improvements were completed in FY2019/2020. Phase 3 will consist of the installation of parallel piping on portions of London Dr., Leaver Dr., Lee Dr. Lema Lane, and Leidel Dr. The project will add approximately 6,000 ft of new PEP main. City staff prepared the design and bidding manual for the project.</p> <p>The project, ITB-SWE-22-31, was advertised on February 9, 2022. Two (2) bids were received on March 10, 2022. City staff recommends awarding the contract to the low bidder TB Landmark Construction, Inc., of Pompano Beach, FL, for \$741,722.00, with a 10% contingency of \$74,000.00, for a total of \$815,722.00.</p> <p>This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for in FY22.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
	Pep Main Improvements 54029082-063000-82015		\$ 825,000.00
	Total Expended/Encumbered to Date.....		\$ 7,813.66
	Pending Work Orders/Contracts.....		\$ 0.00
	Current (WO/Contract).....		<u>\$ 815,722.00</u>
	Balance		\$ 1,464.34

Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING A CONTRACT WITH TB LANDMARK CONSTRUCTION, INC., FOR CONSTRUCTION OF THE L-SECTION PEP MAIN IMPROVEMENTS

RESOLUTION 2022-_____
L-SECTION PEP MAIN IMPROVEMENTS

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING A CONTRACT WITH TB LANDMARK CONSTRUCTION, INC. FOR THE L-SECTION PEP MAIN IMPROVEMENTS PROJECT, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast desires to contract with TB Landmark Construction, Inc., for the L-Section PEP Main Improvements project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the above-mentioned firm for the L-Section PEP Main Improvements.

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

SECTION 1. APPROVAL OF CONTRACTS. The City Council of the City of Palm Coast hereby approves the terms and conditions of a contract with TB Landmark Construction, Inc., including approval of a 10% contingency, for the L-Section PEP Main Improvements, 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 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 its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of April 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 “AP – Contract with TB Landmark Construction, Inc.



city of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-SWE-22-31 - L-SECTION PEP MAIN IMPROVEMENTS

Date: 3/16/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 3/21/2022

Firm	Bid
T B Landmark Construction, Inc. Jacksonville, FL	\$741,722.00
S.E. Cline Construction, Inc. Palm Coast, FL	\$1,262,216.28

The intent of the City of Palm Coast is to award ITB-SWE-22-31 to T B Landmark Construction, Inc.

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

For questions regarding the NOIT please contact Procurement Coordinator CLuedke@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





ITB-SWE-22-31 - L-SECTION PEP MAIN IMPROVEMENTS

Project Overview

Project Details	
Reference ID	ITB-SWE-22-31
Project Name	L-SECTION PEP MAIN IMPROVEMENTS
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The City of Palm Coast is requesting proposals from qualified contractors. The contractor shall furnish all labor, materials, equipment, tools, supervision, and any other items required for: installing approximately 6,000 LF of sanitary sewer PEP mains, including valves and other related materials and tying in the new PEP mains to the existing active PEP main system.
Open Date	Feb 09, 2022 8:00 AM EST
Intent to Bid Due	Mar 09, 2022 2:00 PM EST
Close Date	Mar 10, 2022 2:00 PM EST

Awarded Suppliers	Reason	Score
T B Landmark Construction, Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-I (Except Form C), and Bidder Profile Sheet	Mar 10, 2022 2:01 PM EST	Casey Luedke
Section 00200, Forms A-F, and Bidder Bid Form	Mar 10, 2022 2:01 PM EST	Casey Luedke
Addendum No 1 (Signed and Dated)	Mar 10, 2022 2:01 PM EST	Casey Luedke
Construction Forms 5 & 6	Mar 10, 2022 2:01 PM EST	Casey Luedke
Bid Form A Bid Schedule	Mar 10, 2022 2:01 PM EST	Casey Luedke
Section 00100, Form C Financial Statements	Mar 10, 2022 2:01 PM EST	Casey Luedke
Florida General Contractor and/or Florida Underground Utility Contractor's License	Mar 10, 2022 2:01 PM EST	Casey Luedke
Bid Security	Mar 10, 2022 2:01 PM EST	Casey Luedke
Addendum No 2 (Signed and Dated)	Mar 10, 2022 2:01 PM EST	Casey Luedke

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial



interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg, PMP	Mar 10, 2022 2:11 PM EST	No
Alex Blake	Mar 10, 2022 2:18 PM EST	No
james melley	Mar 15, 2022 9:15 AM EDT	No
Ginger Norberg	Mar 10, 2022 3:02 PM EST	No
Casey Luedke	Mar 10, 2022 2:02 PM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested.
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-I and References
Technical Review Qualification 00200	Pass/Fail	Review Bid Forms 00200 A-F
Technical Review Construction Forms	Pass/Fail	Review Forms 5 & 6
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Admin Financial Review	Pass/Fail	Review Form C for Fiscal Solvency
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
T B Landmark Construction, Inc.	100 pts	Pass	Pass	Pass	Pass
S.E. Cline Construction, Inc.	58.76 pts	Pass	Mixed	Pass	Pass

	Admin Bid Form Pricing Review	Admin Review Addenda	Admin Financial Review
Supplier	/ 100 pts	Pass/Fail	Pass/Fail
T B Landmark Construction, Inc.	100 pts (\$741,722.00)	Pass	Pass



	Admin Bid Form Pricing Review	Admin Review Addenda	Admin Financial Review
Supplier	/ 100 pts	Pass/Fail	Pass/Fail
S.E. Cline Construction, Inc.	58.76 pts (\$1,262,216.28)	Pass	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date: April 5, 2022

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	\$165,000.00
Division	STORMWATER	Account	#54029087-063000-84003
Subject	RESOLUTION 2022-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC., FOR CONSTRUCTION OF THE RELOCATION OF CHEMICAL INJECTION AT WATER TREATMENT PLANT 2 (WTP 2)		
Presenter: Alex Blake, Utility Engineer			
COUNCIL PRIORITY:			
D. Service Delivery and Efficiency			
4.) Continue to implement water and wastewater utility improvements to harden facilities to mitigate the impacts of flooding and other hazards.			
Background :			
Water Treatment Plant No. 2 uses ultrafiltration in the treatment process. The existing backwash and chemical injection system is comprised of an extensive plumbing network, primarily which is located overhead within the building. In order to improve safety, routine maintenance and needed replacement of some of the system components, the backwash system will need to be reconfigured and lowered towards the floor of the building.			
The City tasked McKim & Creed, a continuing contract-engineering consultant(RFSQ-CD-19-12), to design the piping reconfiguration of the chemical injection plumbing system for the Water Treatment Plant No. 2. This project falls in line with City Council's goals to ensure that all infrastructure is a priority regarding maintenance and performance. The design was completed in early FY22.			
The project (ITB-SWE-22-02) was advertised on January 19, 2022, and received one (1) bid on February 24, 2022. City staff recommends awarding the contract to the low bidder PBM Constructors, Inc., of Jacksonville, FL, in the amount of \$165,000.00.			
This project is in the utility 5-Year Capital Improvement Plan and the construction is budgeted for Fiscal Year 2022.			
SOURCE OF FUNDS WORKSHEET FY 2022			
WTP#2 GENERAL PLANT 54029087-063000-84003			\$ 2,600,000.00
Total Expended/Encumbered to Date.....			\$ 1,068,416.25
Pending Work Orders/Contracts.....			\$ 0.00
Current (WO/Contract).....			\$ 165,000.00
Balance.....			\$ 1,366,583.75
Recommended Action:			
ADOPT RESOLUTION 2022-XX APPROVING A CONTRACT WITH PBM CONSTRUCTORS, INC., FOR CONSTRUCTION OF THE RELOCATION OF CHEMICAL INJECTION AT WTP 2			

RESOLUTION 2022- _____
RELOCATION OF CHEMICAL INJECTION
AT WATER TREATMENT PLANT 2

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONTRACT WITH TO PBM CONSTRUCTORS, INC., FOR THE RELOCATION OF CHEMICAL INJECTION AT WATER TREATMENT PLANT 2; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast desires to contract with PBM Constructors, Inc., for the Relocation of Chemical Injection at Water Treatment Plant 2 project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the above-mentioned firm for the Relocation of Chemical Injection at Water Treatment Plant 2 project.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council of the City of Palm Coast hereby approves the terms of the contract with PBM Constructors, Inc., for the Relocation of Chemical Injection at Water Treatment Plant 2, 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, is 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 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 its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of April 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 “AP – Contract with PBM Constructors, Inc.



City of PALM COAST

Finance Department
Budget & Procurement Office

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

NOTICE OF INTENT TO AWARD

Project: ITB-SWE-22-02 - RELOCATION OF CHEMICAL INJECTION AT WTP #2

Date: 3/2/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 3/7/2022

Firm	Bid
PBM Constructors, Inc. Jacksonville, FL	\$165,000.00

The intent of the City of Palm Coast is to award ITB-SWE-22-02 to PBM Constructors, Inc.

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

For questions regarding the NOIT please contact Procurement Coordinator CLuedke@palmcoastgov.com.

Bid protests arising under City Bidding Documents or Procedures shall be resolved under the City of Palm Coast Budget and Procurement Office Bid Protest procedures.

A proposer may protest matters involving the award of this Bid within three (3) business days from the posting of this recommendation to award. Failure to protest to the City's Financial Services Director, Helena Alves (HAlves@palmcoastgov.com) shall constitute a waiver of the protest proceedings.





ITB-SWE-22-02 - RELOCATION OF CHEMICAL INJECTION AT WTP #2

Project Overview

Project Details	
Reference ID	ITB-SWE-22-02
Project Name	RELOCATION OF CHEMICAL INJECTION AT WTP #2
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	The Work consists of the relocation of the backwash discharge piping from an overhead location to one that is closer to the floor. Chemical injection points will be relocated to a more accessible location for City staff. The Contract shall furnish all labor, materials, equipment, tools, services and incidentals to complete all Work required by these Specifications and as shown on the Drawings.
Open Date	Jan 19, 2022 8:00 AM EST
Intent to Bid Due	Feb 23, 2022 2:00 PM EST
Close Date	Feb 24, 2022 2:00 PM EST

Awarded Suppliers	Reason	Score
PBM Constructors, Inc.		100 pts



Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-I (Except Form C), and Bidder Profile Sheet	Feb 24, 2022 2:01 PM EST	Casey Luedke
Section 00200, Forms A-F, and Bidder Bid Form	Feb 24, 2022 2:01 PM EST	Casey Luedke
Addendum No 1 (Signed and Dated)	Feb 24, 2022 2:01 PM EST	Casey Luedke
Construction Forms 5 & 6	Feb 24, 2022 2:01 PM EST	Casey Luedke
Bid Form A Bid Schedule	Feb 24, 2022 2:01 PM EST	Casey Luedke
Section 00100, Form C Financial Statements	Feb 24, 2022 2:01 PM EST	Casey Luedke
General Contractor and/or Underground Utility Contractor's License (State of Florida)	Feb 24, 2022 2:01 PM EST	Casey Luedke
Bid Security	Feb 24, 2022 2:01 PM EST	Casey Luedke
Addendum No 2 (Signed and Dated)	Feb 24, 2022 2:01 PM EST	Casey Luedke
Addendum No 3 (Signed and Dated)	Feb 24, 2022 2:01 PM EST	Casey Luedke

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee



members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Mary Kronenberg, PMP	Feb 24, 2022 2:05 PM EST	No
Alex Blake	Feb 24, 2022 2:22 PM EST	No
Fred Greiner	Feb 24, 2022 2:15 PM EST	No
Ginger Norberg	Feb 24, 2022 4:31 PM EST	No
Casey Luedke	Feb 24, 2022 2:02 PM EST	No



Project Criteria

Criteria	Points	Description
Administrative Review	Pass/Fail	All documents completed and submitted as requested.
Technical Review Qualification 00100	Pass/Fail	Review Qualification Forms A-H and References
Technical Review Qualification 00200	Pass/Fail	Review Bid Forms 00200 A-F
Technical Review Construction Forms	Pass/Fail	Review Forms 5 & 6
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Admin Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Admin Financial Review	Pass/Fail	Review Form C for Fiscal Solvency
Total	100 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 100 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts	Pass	Pass	Pass	Pass

	Admin Bid Form Pricing Review	Admin Review Addenda	Admin Financial Review
Supplier	/ 100 pts	Pass/Fail	Pass/Fail
PBM Constructors, Inc.	100 pts (\$165,000.00)	Pass	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

Department HUMAN RESOURCES	Amount \$74,584
Division	Account # 65002124 - 034000
Subject RESOLUTION 2022-XXX APPROVING THE EXTENSION OF THE CONTRACT WITH MEDIQUICK WALK-IN EMPLOYEE CLINIC	
Presenter : Renina Fuller, Human Resources Director	
Background : This item is for standard operations. In December 2016, the City entered into a 5 year contract with Mediquick for employee "Clinic" services. Whereby employees and dependents enrolled in the City's health insurance program could seek care with no out-of-pocket expense (co-pay) and the City would pay a flat, annual fee of \$111,876 for specific hours of availability. Due to the fact the Contract expired mid-year, we are requesting this extension to remain in line with the Fiscal Year 2022.	
Recommended Action : ADOPT RESOLUTION 2022-XXX APPROVING THE EXTENSION OF THE CONTRACT WITH MEDIQUICK WALK-IN EMPLOYEE CLINIC	

RESOLUTION 2022-____
MEDIQUICK CONTRACT EXTENSION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE EXTENSION OF THE CURRENT CONTRACT WITH MEDIQUICK OF PALM COAST, INC., FOR PRIMARY CARE PHYSICIAN AND OCCUPATIONAL HEALTH SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY, PROVIDING FOR CONFLICTS, PROVIDING FOR IMPLEMENTING ACTIONS, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, MediQuick of Palm Coast, Inc., desires to provide the City of Palm Coast with primary care physician services and occupational health services; and

WHEREAS, the City of Palm Coast desires to contract with MediQuick of Palm Coast, Inc., for the above referenced services.

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

SECTION 1. APPROVAL OF CONTRACT. The City Council hereby approves the terms and conditions of the contract with MediQuick of Palm Coast, Inc., for primary care physician services and occupational health services, 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 contract with MediQuick of Palm Coast, Inc., as attached herein as Exhibit "A."

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 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 become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm coast, Florida, on the 5th of April 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 – Contract with MediQuick of Palm Coast, Inc. with an amended expiration date to September 30, 2022.

AMENDMENT NO. 1
TO
CONTRACT FOR THE PROVISION OF
PREFERRED PRIMARY CARE & OCCUPATIONAL HEALTH SERVICES
RFP-ADM-16-01
("AGREEMENT")

THIS AMENDMENT NO. 1 ("Amendment"), made and entered into on this _____ day of _____, 2022, ("Amendment Effective Date") reinstates and amends the Contract For the Provision of Preferred Primary Care & Occupational Health Services RFP-ADM-16-01 ("Agreement") between the CITY OF PALM COAST ("City"), and MEDIQUICK URGENT CARE CENTERS, INC. ("Contractor") previously entered into on January 19, 2017. The terms and conditions of this Amendment are incorporated by reference into and made a part of the Agreement. Capitalized terms used in this Amendment that are not otherwise defined in this Amendment will have the meaning set forth in the Agreement.

WITNESSETH:

WHEREAS, the Parties entered into the Agreement on January 19, 2017 for Preferred Primary Care & Occupational Health Services; and

WHEREAS, the Agreement has completed all extension renewals permitted under the original terms of the Agreement as of January 19, 2022; and

WHEREAS, although the Agreement has expired, there has been no lapse in Services; and

WHEREAS, the City intends to conduct a new Request for Proposals for materially similar services and will need additional time to complete these activities, and

WHEREAS, the Parties seek to reinstate the Agreement and amend the terms and conditions of the Agreement; and

WHEREAS, the City has obtained City Council Approval to reinstate and amend the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to reinstate and amend the Agreement as follows:

- 1. Incorporation of Recitals.** The recitals set forth above are incorporated into this Amendment by this reference.

2. **Amend Section 11 "Length of Contract"**. The first two sentences of Section 3A "Term" are hereby deleted and replaced with the following:

"This Agreement shall take effect on the Effective Date and shall continue on a month-to-month basis until terminated by City upon thirty (30) day advance written notification to Contractor."

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect as originally set forth in said Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment for the purpose herein expressed effective on the Amendment Effective Date above.

CITY OF PALM COAST

MEDIQUICK URGENT CARE CENTERS, INC.

By: _____

By: 
Authorized Signatory

Print: Denise Bevan

Print: Ann Shaw

Title: City Manager

Title: CFO

Dated: _____

Dated: 3/28/2022

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

Department	PUBLIC WORKS	Amount	\$25,860.00
Division	FLEET	Account #	65010071-064000
Subject	RESOLUTION 2022-XX APPROVING THE PURCHASE OF TWO (2) FIRST PRODUCTS VC 60 3 POINT HITCH VERTICUTTERS/CARBIDE TIP BLADES		
Presenter : Matt Mancill, Public Works Director			
<p>Background : COUNCIL PRIORITY: This item is for standard operations.</p> <p>The City of Palm Coast Public Works Fleet Division is seeking approval to purchase (2) First Products VC 60 3 Point Hitch VertiCutters/Carbide Tip Blades. These will be attachments to the Brouwer Vacuum, which was approved for purchase in place of item #ER21-22 Harper Self Propel Vacuum, from the FY2022 Fleet replacement purchase list.</p> <p>Fleet intended to purchase a Harper Self Propel Vacuum, which was on the Fleet replacement approved budget in September 2021. After availability issues, dealership customer service issues, and further market research, staff determined the Brouwer Turf Vacuum, rather than the Harper, would be more appropriate for our application. A purchase order has been issued for the Brouwer Turf Vacuum, was scheduled to arrive at the end of March. This request is to complete the upfitting of this equipment item by purchasing two (2) First Products VC 60 3 Point Hitch Verticutters/Carbide tip blades. Staff is requesting two of the attachments. Each attachment will be kept at different locations, thus saving time in equipment mobilization, reducing man-hours, and transportation costs during operations. The original price would have totaled \$79,775.00; the new total for all three pieces of alternative purchases is \$67,203.50, a savings of \$12,571.50.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
MACHINERY & EQUIPMENT OVER \$5K 65010071-064000			\$ 5,225,620.00
Total Expended/Encumbered to Date.....		3,267,190.74	
Pending Work Orders/Contracts.....		0.00	
Current (WO/Contract).....		1,823,020.04	
Balance		\$ 135,409.22	
Recommended Action :			
RESOLUTION 2022-XX APPROVING THE PURCHASE OF TWO (2) FIRST PRODUCTS VC 60 3 POINT HITCH VERTICUTTERS/CARBIDE TIP BLADES			

RESOLUTION 2022-____
FIRST PRODUCTS VC 60 3 POINT
HITCH VERTICUTTERS/CARBIDE TIP BLADES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE PURCHASE OF (2) FIRST PRODUCTS VC 60 3 POINT HITCH VERTICUTTERS/CARBIDE TIP BLADES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID AGREEMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Palm Coast Public Works Department desires to purchase two (2) First Products VC 60 3 Point Hitch Verticutters/Carbide Tip Blades; and

WHEREAS, Beard Equipment desires to sell two (2) First Products VC 60 3 Point Hitch Verticutters/Carbide Tip Blades.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF PALM COAST, FLORIDA, AS FOLLOWS:

SECTION 1. APPROVAL TO PURCHASE. The City Council of the City of Palm Coast hereby approves the purchase of two (2) First Products VC 60 3 Point Hitch Verticutters/Carbide Tip Blades from Beard Equipment.

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

SECTION 3. SEVERABILITY. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 4. CONFLICTS. All resolutions or parts of resolutions in conflict with 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 become effective immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 5th day of April 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 – Quote from Beard Equipment

Quote Id: 25135156

Prepared For:
City Of Palm Coast



Prepared By: **Chris Mcrae**

Beard Equipment Company
2480 E 1-65 Service Road N
Mobile, AL 36617

Tel: 800-848-8563

Fax: 251-452-2309

Email: cmcrae@beardequipment.com

Quote Summary

Prepared For:
 City Of Palm Coast
 FL

Prepared By:
 Chris Mcrae
 Beard Equipment Company
 2480 E 1-65 Service Road N
 Mobile, AL 36617
 Phone: 800-848-8563
 cmcrae@beardequipment.com

Quote Id: 25135156
Created On: 27 August 2021
Last Modified On: 01 March 2022
Expiration Date: 04 April 2022

Equipment Summary	Selling Price	Qty	Extended
First Products VC 60 3-Point Hitch Verticutter/Carbide Tip Blades - VC82-010	\$ 12,930.00 X	1 =	\$ 12,930.00
Equipment Total			\$ 12,930.00

Quote Summary	
Equipment Total	\$ 12,930.00
SubTotal	\$ 12,930.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 12,930.00
Balance Due	\$ 12,930.00

Request for Quote (Canceled)

First Products VC 60 3-Point HitchVerticutter/Carbide Tip Blades VC82-010 – #2001934

Expired 3 days ago Posted Date: 03/02/2022 8:56 AM EST Quotes: 2 / Unlimited

Service Address: 1 Wellfield grade, Flagler county, Palm Coast, Florida 32137, US

Must deliver on or before: n/a **Ship to Address:** Public Works, 1 Wellfield Grade, Palm Coast, FL 32137 **Responsible Department:** Parks and Recreation

Quote Requirements and Specifications: Yes **Instructions to suppliers:** Quote PDF Contains email address **Quote Date Requirements - Valid Until:** 90 days

Agriculture, forestry and garden handtools Landscape architecture materials Facility maintenance and repair services

Heavy equipment installation and maintenance services

You are being notified of activity on this request because you are participating. Change your [notification preferences](#) for all requests. to stop notifications on this request only.

Details

First Products VC 60 3-Point HitchVerticutter/Carbide Tip Blades VC82-010 used for cutting thatch and designed for continuous heavy-duty operation on all turf applications. Depth adjustments can be made in the field with no tools using a simple detent pin in 3/16" adjustments. Unique swing-hitch allows easy turns around objects. Quiet all-belt design means no chains to maintain. The faster RPM along with the turning ability increases production over wider gang units, and with 5 power belts, going deep is not a problem. Our Verti-Cutter VC-60 is very heavy duty, easy to operate, faster and competitively priced.

Terms and Conditions

City of Palm Coast, Florida - Purchase Order Standard Terms and Conditions. A site visit is required. Schedule through GovQuote Proof of license and insurance must be submitted. Vendor Information and links. Important tips for Suppliers

- [1524233751973_PO Terms.pdf](#) 48.62 KB
- [1534792203681_Important Tips for Suppliers Submitting Quotes.docx](#) 19.89 KB
- [1545934718182_Vendor Information.pdf](#) 867.91 KB

\$12,930.00

Beard Equipment

City of Palm Coast Thu, Mar 3, 10:47 AM

Please go back into GovQuote and attach a PDF Copy of your quote, on Vendor Letterhead in the appropriate entry field as requested and required to be able to process and accept your quote.

City of Palm Coast Thu, Mar 3, 4:19 PM

Please go back into GovQuote and attach a PDF Copy of your quote, on Vendor Letterhead in the appropriate entry field as requested and required to be able to process and accept your quote.

System Fri, Mar 4, 9:08 AM

Chris McRae Fri, Mar 4, 9:49 AM

- [City of Palm Coast.pdf](#) 103.51 KB
- [City of Palm Coast.pdf](#) 103.51 KB

System Fri, Mar 4, 10:09 AM

Send message...

\$14,167.00

Bischoff Industrial Supply Corp.

Hispanic American Owned Business SBA-Certified 8(a) Firm SBA-Certified Small Disadvantaged Business Minority Owned Business

FIRST-PROD VC60 2" w/ roller Carbide Tip

- [GOA MWBE Certification.pdf](#) 60.13 KB
- [FIRSTPROD VC60 BISCorp Bid.pdf](#) 756.91 KB
- [OSD_MBE_Certificate.pdf](#) 841.30 KB

City of Palm Coast, Florida Agenda Item

Agenda Date : April 5, 2022

Department	CITY ADMINISTRATION	Amount
Division	CITY CLERK	Account
		#
Subject	WORKSHEET	
Presenter :		
Background :		
Recommended Action :		

			April 12, 2022 WORKSHOP MEETING	
1	Presentation	Workshop location options		Akins
2	Presentation	Annual Investment Report		Alves
3	Presentation	Belle Terre Park PCAC Assessment report		Hirst and Consultant
			April 19, 2022 BUSINESS MEETING	
1	Ordinance 2nd	Council compensation		Council
2	Proclamation	Volunteer Recognition Week		Kershaw
3	Presentation	Employee Recognition		Kershaw
4	Resolution	MPA HVAC/Ice Machine		Mancill
5	Resolution	Belle Terre Pathway/Bridge Rehabilitation		Morales
6	Resolution	Belle Terre Trenchless Pipe Rehab Project		Morales
7	Ordinance 2nd	EAR		Papa
8	Proclamation	Sexual Assault Awareness Month		Smith
9	Proclamation	National Crime Victims' Rights Week		Smith
10	Appointments	BEAC Members		Smith
			April 26, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	YTD Budget		Alves
2	Presentation	Fire and Parks and Recreation Overview		Departments
3	Presentation	SAP Evaluation #2		SAP
			May 3, 2022 BUSINESS MEETING	
1	Presentation	Citizen's Academy Graduates		Kershaw
2	Proclamation	Arbor Day and Monarch City		Mini
3	Proclamation	Public Service Recognition Week		Kershaw
4	Proclamation	National Preservation Month		Kershaw
5	Proclamation	PW Recognition Week		Kershaw/Mancill
6	Resolution	Johnson Controls Maintenance HVAC @ City Hall		Mancill
7	Resolution	Council Priorities		SAP
8	Proclamation	Municipal Clerk Week		Smith
			May 10, 2022 WORKSHOP MEETING	
1	Presentation	Pavement Management Program		Cote/Alves
2	Presentation	Saltwater Canals update		Cote
3	Presentation	Discussion Green Lion		DeLorenzo
			May 17, 2022 BUSINESS MEETING	
1	Ordinance 1st	Ryan's Landing MPD modification		Myers
2	Proclamation	Water Safety Month		Hirst
			May 24, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	Fund Account and Revenue Restrictions		Alves
2	Presentation	Utility/PW/Stormwater Overview		Departments
3	Presentation	Presentation by FCTC and FCPA		TC AND PA
			June 7, 2022 BUSINESS MEETING	
1	Presentation	LITE Team graduates		Bevan
2	Ordinance 2nd	Ryan's Landing MPD modification		Myers
			June 14, 2022 WORKSHOP MEETING	
1	Resolution	Solid Waste		Schweers
2	Presentation	Budget Prep Series-Overview Property Tax and TRIM		Alves
			June 21, 2022 BUSINESS MEETING	
1	Resolution	Solid Waste		Schweers
			June 28, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	Council Priority and Update-SPECIAL BUDGET WORKSHOP		SAP
			July 5, 2022 BUSINESS MEETING	
			July 12, 2022 WORKSHOP MEETING	
1	Presentation	Proposed General Fund Budget and TRIM Rate		Alves
2	Resolution	Initial Nuisance Abatement		Grossman
			July 19, 2022 BUSINESS MEETING	
1	Presentation	Proposed Millage and Proposed Budget		Alves
2	Resolution	Initial Nuisance Abatement		Grossman
			July 26, 2022 SPECIAL BUDGET WORKSHOP MEETING	
1	Presentation	Proposed Utility, St. Water, IT Ent. & Bldg. Fund Budgets- SPECIAL WORKSHOP 7/26		Alves
			Future	
1	Resolution	Data Center Co-Location Services		Akins
2	Resolution	Old Kings Road Special Assessment 8/9		Alves
3	Presentation	Capital, Internal Svcs, Special Revenue, Proposed Budget for all remaining funds- 8/9		Alves
4	Presentation	Final Proposed Budget-SPECIAL BUDGET WORKSHOP 8/24		Alves
5	Presentation	Final Tentative Millage and Tentative Budget-TENTATIVE SPECIAL MEETING 9/8 OR 9/9		Alves
6	Presentation	Final Millage & Budget -TENTATIVE SPECIAL MEETING 9/21 OR 9/22		Alves
7	Resolution	Lehigh Trailhead - Post Design WO & CEI Services Contract & Construction Contract		Cote

8	Resolution	P1 Control Structure Rehab	Cote
9	Resolution	Green Lion Contract	DeLorenzo
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	Resolution	Final Nuisance Abatement 8/9	Grossman
15	Ordinance 1st	Animal Control amendment	Grossman
16	Presentation	Council Priority Community Center Parking	Johnston
17	Ordinance	Logo	Kershaw
18	Presentation	Citizen's Academy Graduates	Kershaw
19	Presentation	Citizen's Academy Graduates	Kershaw
20	Proclamation	Pink Army - 9/19	Kershaw
21	Resolution	Fleet Purchases	Mancill
22	Resolution	Citywide HVAC & Ice Machine Repair, Replacement, and Maintenance	Mancill
23	Resolution	Interlocal Agreement Supervisor of Elections	Smith
24	Resolution	Toll Brothers Final Plat	Tyner/Leap