



**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, May 3, 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 and Section 286.26, Florida Statutes, persons needing a reasonable accommodation to participate in any of these proceedings or meeting 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>.
- It is proper meeting etiquette to silence all electronic devices, including cell phones while Council is in session.
- Any person who decides to appeal any decision of the City Council with respect to any matter considered at this meeting will need a record of the proceedings, and for such purpose, may need to hire a court reporter to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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:
APRIL 19, 2022 BUSINESS MEETING
APRIL 26, 2022 SPECIAL BUDGET WORKSHOP**

F. PROCLAMATIONS AND PRESENTATIONS

- 2. PROCLAMATION - NATIONAL PRESERVATION MONTH**
- 3. PROCLAMATION - NATIONAL TRAVEL AND TOURISM WEEK MAY 1, 2022 THROUGH MAY 7, 2022**
- 4. PROCLAMATION - PUBLIC SERVICE RECOGNITION WEEK MAY 1, 2022 THROUGH MAY 7, 2022**
- 5. PROCLAMATION - PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 1, 2022 THROUGH MAY 7, 2022**
- 6. PROCLAMATION - ARBOR DAY MAY 7, 2022**
- 7. PROCLAMATION - MONARCH BUTTERFLY DAY MAY 7, 2022**
- 8. PRESENTATION OF CERTIFICATES TO THE GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS ACADEMY CLASS**

G. RESOLUTIONS

- 9. RESOLUTION 2022-XX APPROVING A CONCESSION LEASE AGREEMENT WITH THE GREEN LION CAFÉ, LLC FOR FOOD AND BEVERAGE CONCESSIONS AT PALM HARBOR GOLF COURSE
- 10. RESOLUTION 2022-XX APPROVING THE CITY COUNCIL STRATEGIC ACTION PLAN
- 11. RESOLUTION 2022-XX APPROVING A CONTRACT WITH CUSTOM BUILT MARINE CONSTRUCTION, INC., FOR THE BELLE TERRE PATHWAY/BRIDGE REHABILITATION PROJECT

H. CONSENT

- 12. RESOLUTION 2022-XX APPROVING PIGGYBACKING THE CITY OF BOYNTON BEACH, FL WITH FORTILINE WATERWORKS TO PURCHASE BRASS FITTINGS AND ACCESSORIES
- 13. RESOLUTION 2022-XX APPROVING A CONTRACT WITH NU-PIPE FOR THE BELLE TERRE TRENCHLESS PIPE REHABILITATION PROJECT
- 14. RESOLUTION 2022-XX APPROVING AN EXTENSION OF THE MASTER SERVICES AGREEMENT WITH AMERICAN JANITORIAL INCORPORATED THROUGH SEPTEMBER 30, 2022 FOR CUSTODIAL & CLEANING SERVICES

I. PUBLIC PARTICIPATION

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

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

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

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

M. ADJOURNMENT

- 15. WORKSHEET

City of Palm Coast, Florida Agenda Item

Agenda Date : May 3, 2022

Department	CITY ADMINISTRATION	Amount
Division	CITY CLERK	Account
		#
Subject	MINUTES OF THE CITY COUNCIL: APRIL 19, 2022 BUSINESS MEETING APRIL 26, 2022 SPECIAL BUDGET WORKSHOP	
Presenter :	Virginia Smith, City Clerk	
Background :		
Recommended Action :	APPROVE MINUTES OF THE CITY COUNCIL: APRIL 19, 2022 BUSINESS MEETING APRIL 26, 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 John Fanelli III
Council Member Nick Klufas**

Tuesday, April 19, 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

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E. MINUTES

Mike Martin-commend you on your recognition of the volunteers for Palm Coast. Urge you to practice what you preach, and volunteer your time for Palm Coast.

Robert MacDonald-exit door issue - this morning, as I brought up last week, there are people who still feel that because of who they are they can come through the metal detector without security. They are not allowed to carry a weapon into the building. That is the purpose of the metal detector. What will stop them from entering the building if they are disgruntled? What are the legal ramifications? It is useless if people feel they can come through that entrance, during or prior to the meeting.

Steve Carr-Florida Park Drive traffic issues.

David Shank-new residents, thanked all for their service to the City. We are here to assist in any capacity. Not ready to sit in your seat though.

Al Krier-Committee for Safety on Cimmaron. You have listened to all people concerned for this safety for almost a year. We decided on moving forward, one presenter to City Council. Closes this way: this is a good place to live and I like it here.

Darlene Shelly-Hidden Lakes-asked for a moratorium on projects for Old Kings Road. Accidents continue on Old Kings Road.

Robert Skove-safety on Old Kings Road. Was FDOT consulted? Was FCSO? Were the State Police?

Mayor Alfin-(to Ms. Bevan)-Will you follow up regarding the safety of our meetings and the building and follow up with the resident and to Council, please?

VM Branquinho-thanked Mr. Shank and welcomed him here to Palm Coast. Two people he loves are Al Krier and Mr. MacDonald. Spoke of the security issues.

CM Klufas-thanked Mr. Shank for his service and welcomed him to Palm Coast.

CM Fanelli-welcome to Mr. Shank to Palm Coast.

**1. MINUTES OF THE CITY COUNCIL:
APRIL 5, 2022 BUSINESS MEETING
APRIL 12, 2022 WORKSHOP MEETING**

Pass

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

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

F. PRESENTATIONS AND PROCLAMATIONS

2. PROCLAMATION - COMMUNITY VOLUNTEER MONTH

Mayor Alfin presented the Proclamation to our volunteers.

3. PROCLAMATION - NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK

Mayor Alfin presented this Proclamation to the Public Safety Telecommunicators.

4. PROCLAMATION - APRIL AS SEXUAL ASSAULT AWARENESS MONTH

CM Fanelli presented this Proclamation to representatives of the Family Life Center. Ms. Trish Giaccone thanked Council for their support.

5. PROCLAMATION - NATIONAL CRIME VICTIMS' RIGHTS WEEK APRIL 24, 2022 THROUGH APRIL 30, 2022

CM Branquinho presented this Proclamation to representatives from the Flagler County Advocate Alliance. Ms. Michelle from the Flagler Beach Police Department thanked Council for their support.

6. PRESENTATION - VOLUNTEER FIRE FIGHTER SERVICE AWARDS

CM Klufas and Mr. Tim Wilsey presented three 30 year awards to Volunteer Firefighters: Michelle LaMonica, Jim Lee and Howard Peiffer.

7. PRESENTATION - EMPLOYEE RECOGNITION

Ms. Brittany Kershaw presented to Council on employee recognition.

G. RESOLUTIONS

8. RESOLUTION 2022-XX APPROVING A WORK ORDER WITH ENGLAND-THIMS & MILLER, INC. TO PROVIDE ENGINEERING SERVICES FOR FINAL WATER QUALITY MONITORING PROGRAM IMPLEMENTATION

R20220055

Ms. Bevan provided a brief overview of the item.

Mayor Alfin-Are there awards the City receives for our water? Ms. Bevan-Yes, we have received an award for the best drinking water in Florida.

Council all commented on the great quality of water and the hard work that our employees put in to make the water available at the highest quality level.

Public Comments:

Mike Martin-urge all of you that we cannot outgrow our aquifer.

Paula Lewis-appreciates the water quality information that is presented. I do not think we have standardized water across the board. The water in the C section is golden in color. We installed a reverse osmosis system. There is no way this is good water. We are on an older water system. The quality is better in the newer areas.

Ms. Bevan requested Mr. Flanagan explain the standards for water quality. Color does not cause the quality of water. In peak demands and dry times, it forces the City to use the wellfields which do have a higher color content. Color is not a safety issue.

CM Klufas asked Mr. Flanagan to provide an overview with St. John's River Water Management relationship and the aquifers.

Mr. Flanagan explained the close relationship with SJRWMD regarding the consumptive use permits. Urged residents and all to take the pledge to help protect our most precious commodity-our water, the aquifer.

Patrick DeSordo-I have been a resident of Palm Coast 40 years and the water since I moved here was always #1. Water conservation-Belle Terre Parkway in the pouring rain, is constantly on. Why can't we shut them off. Even if it is reclaimed water, where does it come from, the aquifer.

CM Klufas provided an answer regarding the sprinklers staying on.

Pass

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

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

H. ORDINANCES SECOND READ

9. ORDINANCE 2022-XX AMENDMENTS TO THE COMPREHENSIVE PLAN BASED ON EVALUATION AND APPRAISAL PROCESS

O20220009

Attorney Borkert read the title of the Ordinance into the record.

Mr. Jose Papa presented to City Council on this item.

Discussion included the education, community input, and future challenges as the City grows. Preparing for the future vision of Palm Coast.

Public Comments:

Steve Carr-part of the Comprehensive Plan is zoning and the protection of residents. Traffic issues throughout.

Mark Lewis-maintain the salt water canals.

Patrick Miller-make sure the plan is followed by Council, staff, and the manager.

Mayor Alfin requested the Attorney provide an overview regarding the adoption of property rights elements as laid out in the statutes.

Pass

Motion made to be adopted on second reading by Council Member Fanelli III and seconded by Council Member Danko

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

10. 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

O20220010

City Attorney Neysa Borkert read the title into the record.

VM Branquinho did not agree with the raise and shared response to comments regarding the raise. We should listen to the people of Palm Coast. What I've heard is that people are not in favor of this.

Council Member Klufas reiterated his opinion on this item. It is hard to form a diverse opinion when we have people from the same backgrounds. We need a more diverse opinion to include the working class. They represent a large cross-section of our community. It will promote overall success.

Council Member Danko reiterated CM Klufas comments.

CM Fanelli shared conversations he had with residents regarding the increase. Many residents are unaware of how little Council makes.

CM Fanelli made a motion to amend the Ordinance. Compared likewise cities. Motion to amend the salaries to Mayor-\$30,039.47 and Council-\$24,087.61.

Part 2, moving forward, we never find ourselves in this situation again. A 3% increase to employees also goes to City Council.

Part 3 to include Council and Mayor in City employee benefits. Option to receive money in salary compensation if they do not need the health benefits.

Motion to change the amount of compensation to \$30,039.47 for Mayor, \$24,097.61 for Council, any increase to City employees COLA would apply to Council and Mayor salary, each member of City Council eligible to receive group health and benefits program at the benefit level of general City employees and if they decline the benefits, they can receive the compensation.

Second by CM Klufas.

VM Branquinho those 16 cities, were they strong Mayor? Ans: CM Fanelli: No, I eliminated the strong mayor form of government.

Mayor Alfin shared appreciation for the approaches thus far. My question: should a resident's ability and availability to serve be dependent on their financial wealth? Do we restrict our candidates from running for office and serving the community on their financial wealth?

Public Comment:

Sue Urban-eliminating me from being able to run for Council. I am disabled. By increasing this it eliminates me. I cannot make that income by law. By running for office, you are not a City employee. You are volunteering for this position. You knew this when you ran for this office. Shared numbers, 18K per year seems fair. Offensive to ask for a raise when the people in this room are struggling to make it.

Robert MacDonald-30 years worked at the United Postal Service, biggest discussion was always benefits. How much will those benefits cost? How long will those benefits be provided after the term is complete? We have a sitting Councilman who is sitting on second term. Decided to do it again at the current wage. Another who said won't do anything to increase tax. Had another who said it won't affect me. VM is the only one who is standing up saying this is wrong. Mayor- this doesn't work. We have 40 people in the room. 5 people get to decide what 95K people pay for. Why now? Why did you decide now to go for a raise? You didn't ask for a raise when you were all elected. It's not right.

Mike Martin-the fact that you're all sitting there proves that people are willing to work for the current salary. We have a CM- you should not be working full time. The salary is set up this way because we have a weak mayor and weak Council. Only people who succeed you will get this raise. It comes across as greed. What are you really doing this for? Never heard of someone getting to be paid out for benefits not taken. Give yourself a reasonable raise.

Allen Peterson-Mayor listed a long list of duties and responsibilities at first reading. This is what I did in 2008. The budget is bigger but the duties have not changed. City was built on community service. Extremely detrimental reaction and future willing to serve if they think that you as a Council are more interested in money for yourselves than community service. Urge you to reconsider the amount of the raise. 12k-15k raise is reasonable, supports some type of 3% COLA. Meetings at night to allow working class to attend.

Gene Dowling-couple of comments have been repeated over the past few weeks. I do think Council should get a raise. It is a full time job. What petition? Mayor said he hadn't heard about it. I think that was not a truthful answer. At the last meeting it was discussed to have a different amount. Petition to recall all of you

Vincent Ligouri-top of the org. chart is the citizens. Guess what, you're fired. What you're doing is comparable to saying that you're fired. You're not listening to the people. I am not against a salary increase. Start at 12-15K and work up. COLA increase, no benefits. Grade levels for comp. We need citizen participation. Need charter revision for grade levels. High salaries coupled with no term limits equals congress and senate. Two dysfunctional groups who do nothing. Wonderful to have term limits because it cleanses.

Jeff Nay-the greed that you guys are showing, are you out of your minds? How long have you been in office? Raise and benefits for part time work. I vote that all of you be removed immediately.

Patrick Delsodo-have been here longer than probably 2/3 of you. I helped put fires out and volunteered my services for 20 years. Now I do it today on the VFFPB for zero pay. You do deserve compensation, but that much at this time, in this day in age, no. Fix drainage. Palm Coast has never looked this bad. Worst I have ever seen PC. Make things better and then give yourselves raise.

Patrick Miller-I think you received a disservice from previous Council. Timing is everything. The timing couldn't be worse. Maybe look at giving yourselves a

smaller raise with an increase each year to get to where you want to be. FLC will give you every resources on where you stand with other cities. If I have elected you then you can represent me. You deserve something, benefits that's another discussion. Small and build up.

Janet Castaneda-unsettling and repugnant to receive 365% increase. Council should represent the public. You should be representing your people. I don't understand why you don't see this as preposterous. Spoke of thievery increasing costs for others. When you add the cost of benefits it is as much as the original proposed increase. Abandon Ordinance and bring discussion back.

Yvonne Lewis-you want us to believe the raise will give us better candidates. It will bring more candidates, but only interested in the salary not what is best for the community. You're the voice of the people, not yourselves. The raise should not be any more than Fire, EMT, and Police. Other city employees barely get a COLA. If you're not willing to be our voice, then this is all about personal gain. I helped with petitions against this increase. People do not want it.

Chantel Poliga-other people in the City work two jobs to make it. You act like the increase does not affect us. We the people said no. Suggested improvements throughout the City. You say there isn't enough tax money for streetlights, sidewalks, stormwater, but there is enough for this increase? You knew what the salary was when you were elected.

Angela Smith-shared about her business that offers a 4 day summer camp for entrepreneurship.

Mark Lewis Cottonwood-recent special election for mayor. Received multiple qualified candidates who were all happy with the compensation. This salary increase becomes your re-election war chest funded by us. It makes it harder for the average citizens to run for this office because the incumbents will be sitting on more money. COLA on what you've got or maybe a minor increase.

Colleen Oaks-talking about trying to round up better candidates by offering better pay. If that is the case then you all need to step down because you're not qualified. What is good enough for the employees should be good enough for you. COLA is appropriate. I don't want my taxes going up, evidently you do.

Dennis Macdonald-What's wrong here and what rubs everyone wrong is the manner in which this was done. 3/5 of you will decide what happens. You are bullying people of Palm Coast into this raise. The benefits proposed raise the compensation substantially. You need to not move forward on this at this time. We can change this.

Darlene Shelley-the top performing associates in my company were provided a 6-8% increase. Your position is a public servant and should not be compensated as a full time job. More than qualified individuals of all experiences and backgrounds. Part time public servants do not warrant benefits. Listen to the residents. Modest salary increase.

Steve Carr-spoke on the compensation.

Terry Magga-what you're asking for is atrocious. If you think we won't be paying higher taxes, you're wrong. We have one gentleman up there who won't even look at who is speaking. We are all tired and implore you to think about this raise. 3% is more inline with what the economy is right now. Why did you decide you were going to run? It looks like greed to me.

Gene Walker spoke about Council discussion on compensation. You can be voted out and that is up to us, the people. I would like to see where we vote you a raise. Should get the same percent as employees. Benefits are a disgusting cost. Is it benefits for you or for your family, there's a difference in cost. This should be voted on by us. Ballot costs money but we should get to have a voice.

Paula Lewis-we were told month ago that taxes wouldn't be raised because we don't have a lot of money. Now you want to raise your salary and possibly benefits by raising our taxes. Draining our pockets even deeper.

Tony Amaral-by my account I am the 21st person to speak up about this. You all do a wonderful job, giving time and effort. You all wanted this job knowing what it paid. Is there room for an increase? Yes. But what needs to be understood is that you are not full time employees of the City of Palm Coast. Your job is to guide and counsel employees through Ms. Bevan. Your lowest paid employee to get your goals done, you shouldn't make more than that person. Your compensation should go up, no health benefits.

CM Klufas-willing to discuss the proposal for benefits. Appreciate CM Fanelli's reasearch.

VM Branquinho-would like to see CM Fanelli withdraw his motion. Would like to motion \$12-15K. Former Mayor Jon Netts spoke of the smallest office in City Hall which was created for Council Members. That should be a hint. I don't think we should create a contract without an arbitration. Let the people at the ballot tell us what we deserve.

City Attorney-Neysa Borkert provided a history of Council Compensation and how it was set and changed.

CM Danko-15 years since this Council received a raise? Ans: Attorney Borkert – Yes, 2007.

CM Fanelli-I will receive no additional compensation, this does not impact me. I try to do what is right, not what is easy. It isn't right for the Council members and Mayor to not be compensated fairly for the job they are doing.

Pass

Motion made to be adopted as amended on second reading by Council Member Fanelli III and seconded by Council Member Klufas

Approved - 4 - Mayor David Alfin, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

Denied - 1 - Vice Mayor Eddie Branquinho

I. CONSENT

There were no public comments for the consent agenda.

- 11. RESOLUTION 2022-XX APPROVING FLEET PURCHASES OF (2) JLG T350 TOW-PRO BOOM LIFT, (1) HYDRAULIC EXCAVATOR, AND (1) TRAILER**

R20220056

Pass

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

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

- 12. RESOLUTION 2022-XX APPROVING THE PIGGYBACK OF NJPA/SOURCEWELL, STATE OF MINNESOTA CONTRACT #070121 WITH JOHNSON CONTROLS FOR THE PURCHASING OF EQUIPMENT, PARTS, INSTALLATION, AND SERVICE FOR THE CITY'S HVAC AND BUILDING AUTOMATION SYSTEMS**

R20220057

Pass

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

Approved - 5 - Mayor David Alfin, Vice Mayor Eddie Branquinho, Council Member Ed Danko, Council Member Nick Klufas, Council Member John Fanelli III

J. OTHER BUSINESS

- 13. APPOINTMENT TO FILL A VACANCY ON THE BEAUTIFICATION AND ENVIRONMENTAL ADVISORY COMMITTEE (BEAC)**

City Clerk presented an overview of this item to City Council. Council concurred to request the applicants attend the next workshop to explain why they would like to be on the BEAC.

K. PUBLIC PARTICIPATION

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

Gene Dowd-two questions-status of Waste Pro contract? Question proposed by VM Branquinho for clarification. Video the Mayor took exception to the question

and answered on behalf of the City Manger. Ladies do a great job and the employees in the back and on the streets do a great job. Will single out one employee, Chief Forte and provided accolades to Chief.

Sybil Dodson Lucas-are the appointments being held open to the BEAC? Mayor Alfin-consensus of Council is that we should keep it closed for those who already sent in an application.

Dennis McDonald-one non-agenda item that appears. Mr. Carr- can we please do something for Mr. Carr? Suggested creating a residential step down commercial area.

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

VM Branquinho-there are things we do here that please us. Yesterday, at 2:47 p.m. I was walking into my house and my neighbor came running over because her daughter was bit by a poisonous snake. Ms. Bevan answered my call for help within 3 minutes.

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

Nothing at this time.

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

Procedural item is Reporting of Emergency and Sole Source purchases.

14. REPORTING OF EMERGENCY AND SOLE SOURCE PURCHASES FOR MARCH 2022

O. ADJOURNMENT

The meeting was adjourned at 12:19 p.m.

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

15. WORKSHEET



**City of Palm Coast
Minutes
CITY COUNCIL SPECIAL
BUDGET WORKSHOP**

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 26, 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 a.m.

B PLEDGE OF ALLEGIANCE TO THE FLAG

C ROLL CALL

Glenn Partelow spoke about the pool. Mr. Partelow shared about the various ways the pools are used to include families, swimming lessons, swimming teams, and exercise for elderly residents. Additionally, Mr. Partelow spoke about the seasonal hours of the pool and encouraged Council to keep Frieda Zamba pool open year-round. Mr. Partelow stated that the City needs to get a plan for a

better pool which is at least 50 meters, accommodates handicapped individuals, and provides children's swimming lessons.

Jack spoke regarding the pool, pool closure at fitness one, and shortened hours at the School District pool. We have no option at all to swim right now. The speaker asked Council to consider building swimming facilities and aquatic center.

Ricardo shared support for the pools and shared that it is advantageous for the City to consider doing something that will enhance the City and keep residents happy.

Wilfredo Lleras thanked Council for the work that they do and shared support for increased Council compensation. Mr. Lleras spoke about recent articles regarding the City, ownership of the Belle Terre Swim & Racquet Club, maintenance of both pools, and thanked Council for considering a new facility. Mr. Lleras provided photos which are attached to these minutes.

Angelo Rossi spoke about the importance of a gym, a facility benefits all ages.

Brielle Goldberg, Executive Director for Water Safety, spoke about upcoming water safety events and shared that last year 225 children learned to swim at no cost. Ms. Goldberg shared that the organization is continuing to work on other partnerships, but the struggle is finding a place to teach. The organization's events are scheduled at Belle Terre Swim & Racquet club, but there is concern about closures. It is important that children have a place where they can learn to swim year-round.

Mayor Alfin asked Ms. Bevan to ensure the speaker is notified with future announcements about the pool.

Janie Gilbert shared that she films synchronized swimming and shared about large swimming events. The struggle is availability of the pool and the depth.

Linnea Aldridge spoke about her medical conditions and shared that she was advised to continue swimming for her health. Hoping that you will consider what can be done to save a community pool.

D PRESENTATIONS

1 PRESENTATION - YEAR TO DATE BUDGET OVERVIEW

Helena Alves, Finance Director, and Gwen Ragsdale, Budget & Procurement Manager, presented the topic to Council.

Topics presented included budget presentation timeline, year to date revenues, year to date expenditures, reminder to the public where budget information can be found, and date of the next Special Budget Meeting.

Council held discussion on revenue types, necessary adjustments due to market conditions, contingency, potential to go over budget, inflation, and supply chain issues.

2 RESOLUTION 2022-XX APPROVING THE CITY COUNCIL STRATEGIC ACTION PLAN

City Attorney Neysa Borkert read the title.

Lauren Johnston, Assistant City Manager, and Jason Delorenzo, Chief Development Officer, presented the topic to Council.

Topics presented included current progress and timeline, mission, vision and values, legislative priorities, evaluation steps, and next steps.

Council held discussion to clarify and share additional comments on the priorities.

3 PRESENTATION - PALM COAST AQUATICS CENTER YEAR-ROUND OPERATION PROPOSAL

James Hirst, Outdoor Recreation Manger, and Brittany McDermott, Community Recreation Manager, presented the item to Council.

Topics presented included a background, current operations, pass holder statistics and pricing, seasonal hours and staffing, comparable facilities, year round operation proposal, expenditures, revenues, and next steps. Staff asked for Council direction regarding the year-round operations proposal.

Council discussion included coordination with the school system and community stakeholders on this subject, immediate positive impact to the swimming community, and phased steps for the project.

Council directed staff to review seasonal extended hours, and to open the facility for year round use.

4 PRESENTATION - FIRE DEPARTMENT OVERVIEW

Fire Chief Forte and Kyle Berryhill, Battalion Chief, presented to Council on the item.

Topics presented included a look forward, fire service model and ten year plan, fire station development, apparatus, staffing analysis, gap analysis, capacity utilization, raftelis report, succession planning, key performance indicators, regional response, current growth, call volume, City Council Goal, growth potential, regional realignment, future reponse, future challenges, future staffing, and Station 26 timeline.

Council discussion included staffing at current and future stations, importance of response times and predicting growth, thanks to staff, data driven decisions,

national fire rating, and thanks to the Flagler County partners for their collaboration.

Mayor Alfin called for additional public comment.

Wilfredo Lleras-provided a suggestion for pool heating and offshore desalination plant for additional water.

E ADJOURNMENT

The meeting was adjourned at 11:05 a.m.

Respectfully submitted by: Kaley Cook, Deputy City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department CITY ADMINISTRATION Division	Amount Account #
Subject PROCLAMATION - NATIONAL PRESERVATION MONTH	
Presenter: Mayor and City Council	
Background: May is dedicated to National Preservation Month and celebrates the nation's heritage through historic places. Though Palm Coast is a young city, there is still a rich history here and in Flagler County. During this month, strive to learn more about our community and pay tribute to the history that has helped build the quality of life we enjoy each day. The Palm Coast Historical Society has requested the City proclaim May as National Preservation Month.	
Recommended Action : PROCLAIM MAY AS NATIONAL PRESERVATION MONTH	



PROCLAMATION

WHEREAS, nearly fifty years ago, the White House proclaimed to the nation that ‘as the pace of change accelerates around us, Americans more than ever need a lively awareness of their roots and origins in order to base a sense of identity in the present for direction in the future; ‘and

WHEREAS, the month of May has since been designated across America as “National Preservation Month,” celebrating the nation’s heritage through historical relics and places; and

WHEREAS, historic individuals, objects and places are well worth preserving because safeguarding their rich and lively histories perpetuates the traditions that every community cherishes; and

WHEREAS, our esteemed Palm Coast Historical Society was formed twenty-one years ago to document, collect, preserve and disseminate decades of material relating to the history of City of Palm Coast and its residents; and

WHEREAS, their resources, archives, exhibits and memories supply an enduring connection from our inventive past to our bright future; and

WHEREAS, the Palm Coast Historical Society continues to raise our awareness of the significance of preserving past narratives as verification for residents to treasure for generations.

NOW, THEREFORE, BE IT PROCLAIMED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PALM COAST DO HEREBY PROCLAIM MAY, 2022 AS

“NATIONAL PRESERVATION MONTH”

and encourage residents to be energized by our City’s history that stitches together the stories of all who’ve tied our community together with the threads of hope and promise.

Signed this 3rd day of May, 2022.

Witnessed by:

City of Palm Coast,

Virginia A. Smith, City Clerk

David Alfin, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : May 3, 2022

Department CITY MAYOR AND COUNCIL	Amount
Division	Account
	#
Subject PROCLAMATION - NATIONAL TRAVEL AND TOURISM WEEK MAY 1, 2022 THROUGH MAY 7, 2022	
Presenter : Mayor and City Council	
Background : Palm Coast and the Flagler Beaches has requested the City of Palm Coast proclaim May 1, 2022 through May 7, 2022 as National Travel and Tourism Week.	
Recommended Action : PROCLAIM NATIONAL TRAVEL AND TOURISM WEEK MAY 1, 2022 THROUGH MAY 7, 2022	



PROCLAMATION

WHEREAS, the Future of Travel will be a consistent driver of Palm Coast’s economy and workforce; and

WHEREAS, a robust travel industry provides significant economic benefits for the nation, generating more than \$2.6 trillion in economic output prior to the pandemic, with \$1.2 trillion spent directly by travelers in the U.S.; and

WHEREAS, travel has been the foundation of a healthy workforce, serving as one of the largest private-sector employers in the U.S., supporting 17 million jobs prior to the pandemic; and

WHEREAS, spending by travelers has aided state and local governments alike, generating \$90 billion in state and local tax revenue prior to the pandemic to support essential services and programs; and

WHEREAS, the Future of Travel will prioritize diversity, equity, and inclusion initiatives, powering a future that values all cultures, embraces new perspectives, and reflects the faces and ideas of the full American society; and

WHEREAS, the travel and tourism industry is a significant economic driver in Florida where domestic and international travelers spent \$112.6 billion dollars while visiting; and

WHEREAS, travel spending in the state of Florida directly supports close to 1 million jobs, making the travel industry the state’s third largest workforce, representing 12.7% of our state’s total private sector employment; and

WHEREAS, travel and tourism significantly affects the economy of Flagler County, supporting nearly 5,000 jobs, generating over \$4 million in economic impact from visitor spending and bringing in over \$3.6 million in bed tax revenue, a 52% increase in FY21; and

WHEREAS, travel is a pillar of economic growth, creating jobs at a faster rate than other sectors; and

WHEREAS, the Future of Travel will continue to foster a faster recovery, create a more sustainable, seamless, and secure traveler experience, and rebuild Palm Coast’s workforce, driving us toward a more prosperous future.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF PALM COAST COUNCIL, to declare May 1-7, 2022, as:

“NATIONAL TRAVEL AND TOURISM WEEK”

in Palm Coast and urge the citizens of Palm Coast to join me in recognizing the critical role and significant contributions that tourism brings to Palm Coast.

Signed this 3rd day of May, 2022.

Witnessed by:

City of Palm Coast,

Virginia A. Smith, City Clerk

David Alfin, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department CITY ADMINISTRATION Division	Amount Account #
Subject PROCLAMATION - PUBLIC SERVICE RECOGNITION WEEK MAY 1, 2022 THROUGH MAY 7, 2022	
Presenter : Mayor and City Council	
Background : Public Service Recognition Week is celebrated the first week of May (May 1-7, 2022) since 1985 (beginning on the first Sunday of the month) to honor the people who serve our nation as federal, state, county, local, fire/EMS, and tribal government employees. The City of Palm Coast has over 540 dedicated full-time, part-time, and seasonal employees that serve the residents and visitors of Palm Coast. Public Service Recognition Week is just one opportunity for these incredible employees to be recognized and celebrated.	
Recommended Action : PROCLAIM PUBLIC SERVICE RECOGNITION WEEK MAY 1, 2022 THROUGH MAY 7, 2022	



PROCLAMATION

WHEREAS, Americans are served every single day by public servants at the Federal, State, County, and City levels. These unsung heroes do the work that keeps our nation working; and

WHEREAS, Public employees take not only jobs, but oaths; and

WHEREAS, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

WHEREAS, Public Servants include teachers, doctors, nurses, train conductors, astronauts, safety inspectors, laborers, computer technicians, social workers, and countless other occupations. Day in and day out they provide with dignity and integrity the diverse services of their government demanded by the American people; and

WHEREAS, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Palm Coast does hereby recognize May 1, 2022 through May 7, 2022 as:

“PUBLIC SERVICE RECOGNITION WEEK”

All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels - Federal, State, County, and City.

Signed this 3rd day of May, 2022.

Witnessed by:

City of Palm Coast,

Virginia A. Smith, City Clerk

David Alfin, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date : May 3, 2022

Department Division	CITY ADMINISTRATION	Amount Account #	
Subject	PROCLAMATION - PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 1, 2022 THROUGH MAY 7, 2022		
Presenter : Mayor and City Council			
<p>Background : The International Institute of Municipal Clerks (IIMC) announces the 53rd Annual Professional Municipal Clerks Week. In honor of all municipal clerks, IIMC and the Florida Association of City Clerks (FACC) has requested the City proclaim May 1, 2022 through May 7, 2022 as Professional Municipal Clerks Week.</p> <p>Municipal Clerks' main function is to serve as the council's foundation. Other duties include, but are not limited to, preparing agendas, taking minutes, maintaining ordinance and resolution files, keeping the municipality's historical records, and serves as the clearinghouse for information about the local government. They also record the actions of the various councils, commissions and committees appointed by the council. Many serve as financial officers or treasurers and, in small municipalities, may act as chief administrative officers. Another important responsibility is administering part or all of the local election functions.</p> <p>One of local government's oldest positions is the Municipal Clerk. Their duties have expanded over the years and, today, modern technology assists them with their increasing responsibilities. To stay abreast of new computer applications, records management and other relevant information, many Municipal and Deputy Clerks return to the classroom to increase their knowledge of these issues, learn new material and sharpen old skills. Some elements of government are constantly changing, Clerks must stay current of changes so they can advise their council and inform their community. As the focus of each level of government changes, Clerks must also adapt. Founded in 1947, IIMC is a professional nonprofit association with more than 14,500 members throughout North America and 15 other countries, representing municipalities with populations of 1,000 to more than 8 million. IIMC prepares its membership to meet the challenge of the diverse role of the Municipal Clerk by providing services and continuing educational development opportunities in 46 permanent college-and university based learning centers. IIMC offers Municipal and Deputy Clerks a Certified Municipal Clerk Program (CMC), a Master Municipal Clerk (MMC) Program and other opportunities to benefit members and the government entities they serve. A 26-member Board of Directors governs IIMC.</p> <p>The City of Palm Coast would like to recognize all the Clerks who assist City Council, as well as those who assist the Council Boards and Committees.</p>			
<p>Recommended Action : PROCLAIM PROFESSIONAL MUNICIPAL CLERKS WEEK MAY 1, 2022 THROUGH MAY 7, 2022</p>			



PROCLAMATION

WHEREAS, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, The Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, The Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

WHEREAS, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW, THEREFORE, BE IT PROCLAIMED by the Mayor and the City Council of the City of Palm Coast, Florida that May 1 through May 7, 2022, be recognized as

“PROFESSIONAL MUNICIPAL CLERKS WEEK”

and further extend appreciation to our Professional Municipal Clerk, and to all the City’s Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Signed this 3rd day of May, 2022.

Witnessed by:

City of Palm Coast,

Virginia A. Smith, City Clerk

David Alfin, Mayor

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department Division	CITY ADMINISTRATION	Amount Account #	
Subject	PROCLAMATION - ARBOR DAY MAY 7, 2022		
Presenter: Mayor and Council			
Background:			
<p>The Tree City USA program is a national program that provides the framework for community forestry management for cities and towns across America. Communities achieve Tree City USA status by meeting four core standards of sound urban forestry management: maintaining a tree board or department, having a community tree ordinance, spending at least \$2 per capita on urban forestry and celebrating Arbor Day. The Tree City USA program touches the lives of people within the community who benefit daily from cleaner air, shadier streets, and the aesthetic beauty that healthy, well-managed urban forests provide, and can make a strong contribution to a community's pride. Palm Coast has earned the Tree City USA's Growth Award for 15 consecutive years.</p> <p>Arbor Day will be held on May 7, 2022.</p>			
Recommended Action :			
PROCLAIM ARBOR DAY MAY 7, 2022			



PROCLAMATION

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called “**Arbor Day**”, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE BE IT PROCLAIMED that the City Council of the City of Palm Coast does hereby proclaim May 7, 2022 as

“**ARBOR DAY**”

BE IT FURTHER PROCLAIMED, that City Council urges all of its citizens to support efforts to protect our trees and woodlands and to plant trees, which will promote the well-being of this and future generations.

DATED, this 3rd day of May 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

David Alfin, Mayor

Virginia A. Smith, City Clerk

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department CITY ADMINISTRATION	Amount
Division	Account
	#
Subject PROCLAMATION – MONARCH BUTTERFLY DAY MAY 7, 2022	
Presenter: Mayor and City Council	
Background: The City of Palm Coast wishes to Proclaim March 7, 2022 as Monarch Butterfly Day.	
Recommended Action: PROCLAIM MONARCH BUTTERFLY DAY MAY 7, 2022	



PROCLAMATION

WHEREAS, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans, young and old; and

WHEREAS, over the past 20 years, there has been a 76% decline in the California overwintering population of Western monarch which is comparable to the decline seen in the Eastern monarch population that overwinters in Mexico; and

WHEREAS, the monarch is also extremely beneficial, pollinating many cultivated flowers and crops, and serves as an indicator species for the ecological health of large geographic areas; and

WHEREAS, cities, towns and counties have a critical role to play to help save the monarch butterfly, and

WHEREAS, in February 2022, the City of Palm Coast became a Monarch City as designated by Monarch City USA, a nonprofit organization dedicated to helping the monarch butterfly recover city by city; and

WHEREAS, on behalf of the citizen of Palm Coast who have already created healthy habitat for these magnificent butterflies, it is our hope that other cities across our great nation will also help to ensure that the monarch butterfly will once again flourish across the continent.

NOW, THEREFORE, BE IT PROCLAIMED, THE PALM COAST MAYOR AND CITY COUNCIL RECOGNIZE THE 7TH OF MAY AS

“MONARCH BUTTERFLY DAY”

And further encourage citizens to plant and protect native milkweed and nectar sources, so that monarch butterflies have the resources necessary to produce successive generations and sustain their spectacular migration through Palm Coast.

SIGNED, this 3rd day of May 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: May 3, 2022

Department	COMMUNICATIONS & MARKETING	Amount
Division		Account #
Subject	PRESENTATION OF CERTIFICATES TO THE GRADUATING STUDENTS OF THE CITY OF PALM COAST'S CITIZENS' ACADEMY CLASS	
Presenter : Brittany Kershaw, Communications & Marketing Director		
<p>Background : The members of the Citizens' Academy Class are graduating today. The Citizens' Academy was created to educate residents about the operation of our City government during the last five Monday evenings from 6:00 p.m. to 9:00 p.m., at which time, City Departments discussed operations relating to their department. In order to fully understand the function of each department, as it relates to the City, students were encouraged to ask questions during these sessions. Students are required to attend all classes in order to graduate and receive a certificate.</p>		
<p>Recommended Action: PRESENT THE CERTIFICATES TO THE GRADUATES OF THE CITIZENS' ACADEMY</p>		

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department	COMMUNITY DEVELOPMENT	Amount
Division		Account #
Subject	RESOLUTION 2022-XX APPROVING A CONCESSION LEASE AGREEMENT WITH THE GREEN LION CAFÉ, LLC FOR FOOD AND BEVERAGE CONCESSIONS AT PALM HARBOR GOLF COURSE	
Presenter: Jason DeLorenzo, Chief Development Officer		
Background:		
<p><u>UPDATED BACKGROUND FROM THE FEBRUARY 8, 2022 COUNCIL WORKSHOP.</u></p> <p>This item was heard by City Council at their February 8, 2022 Council Workshop. Staff presented to Council on this item, which also included a new draft concession agreement with the Green Lion Café, LLC. At the subsequent business meeting on February 15, 2022, by consensus of the City Council, staff was directed to solicit a commercial real estate professional to provide a Fair Market Value analysis for the leased space, discontinue the RFP, and remove the clause for termination by convenience and termination for cause to remain.</p> <p>Staff utilized City procurement methods to receive quotes. No quotes were received during the open period, but an inquiry was made by a local professional who indicated she wished to provide the service. After the quote period closed, continuing with standard procurement, staff followed up with the local professional who then provided a quote and was selected to provide the Fair Market Value analysis.</p> <p>Cornelia Downing Manfre, CCIM is a Realtor® with Sotheby’s International. With 39 years of real estate experience, she brings a unique skill set to the Flagler area selling residential and commercial properties throughout the state of Florida. She is a designated Certified Commercial Investment Member of the CCIM Institute of Chicago, IL.</p> <p>Mrs. Manfre will provide an overview of the Fair Market Value analysis she produced.</p> <p>After the fair market analysis was complete, City staff updated the agreement previously presented to City Council on February 8, 2022. This agreement was negotiated in good faith, with representatives of the Green Lion Café, LLC, over several months of in person meetings.</p> <p>The concession lease agreement includes the following changes from the previous draft:</p> <ul style="list-style-type: none"> • The starting lease rate is \$10 per sq. ft. equal to \$1,665 per month • An increase of 3% applied annually • Electrical consumption for the leased space will be metered and charge to the tenant • The hot water booster is the responsibility of the tenant • The tenant will be required to install and maintain an under sink grease interceptor 		

The previously proposed concession lease agreement included the following major changes:

- Clarification and reduction of the leased space for tenant
- Clarification the tenant is responsible for propane, phone, and internet
- Removal of the termination for convenience
- Strengthens the termination for cause
- Requires coordination of events, maintenance, and proposed operational changes

On February 25, 2022, the City received correspondence from the tenant's legal counsel, which included an amendment to the current (original) agreement. The tenant's legal counsel also requested to use this format rather than the new agreement encompassing all previously agreed upon improvements from months of good faith negotiations. Staff indicated to tenants Counsel the suggested format was not acceptable. On April 21, 2022, tenants Counsel provided an updated amendment, attached to this agenda item for Council's review.

The amendment as presented by tenants Counsel changes the following:

- Starting lease rate of \$9 per sq. ft. equal to \$1,498.50 per month
- An annual 3% increase
- A reduction in the leased space tenant for tenant
- Provides the tenant will be responsible for propane, telecom, and internet only*
- Changes the opening hours from 7am to 9am MON-THU, and 8am FRI-SUN
- Eliminates the termination for convenience
- Adds a First Right of Refusal provision for future contracts

* A note from tenants counsel expresses a willingness to pay for metered electricity but only with a reduced lease rate.

Staff does not recommend the use of Tenant's proposed amendment, as it does not provide clarity to the agreement nor encompass all the negotiated changes.

City staff originally provided the draft agreement to the tenant on January 19th for review. On February 18, 2022, staff continued to suggest via email a legal review of the agreement be conducted while the Fair Market Analysis was completed. On March 23, 2022, the Fair Market Analysis was made available to the tenant with an indication we would return to City Council on April 12th. The tenant asked the item be heard after April 15th as they would be out of the country.

To date, tenants Counsel has not provided any comments regarding the final draft agreement as presented to City Council for adoption.

Staff will present two options:

1. New lease agreement
2. Tenants proposed amendment

Staff is also requesting a provision to allow no more than 30 days for tenant to execute the agreement.

ORIGINAL BACKGROUND FROM THE FEBRUARY 8, 2022 COUNCIL WORKSHOP.

The Green Lion Café, LLC has operated the food and beverage concession at Palm Harbor Golf Club since 2017. On April 13, 2021 the owners indicated, in writing, their desire to extend the concession lease, as allowed in the current contract, for an additional five years.

On August 27, 2021 negotiations commenced with the intention of retaining The Green Lion Café as the food and beverage concession provider. Negotiations concluded, after several meetings, with the draft concession lease agreement provided herein.

When negotiating the agreement, staff did so with understanding of Council’s prior discussion of the current lease amount and a desire to raise the amount of the lease closer to market value. Staff was also mindful of the current minimal lease amount and finding a path that considered the Green Lion Café’s prior investment, COVID related closure and economic conditions, and structural conditions and limitations of the facility.

Major changes in the agreement include:

- Several cleanup items related to the original RFP.
- A clarification of utility payment responsibilities.
- Required collaboration for operational changes, facility maintenance and event schedules.
- A 653.25 reduction of the leased space to 1,998 sq. ft. to better match current operations.
- A schedule to increase the lease each year to an amount more consistent with market value.

The concession lease agreement provided is a draft and any changes after attorney review will be provided before consideration on 02/15/2022.

Recommended Action:

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



Concession Lease Agreement for Palm Harbor Golf Course

May 3, 2022

Current Agreement

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



Fair Market Value Analysis

Conducted by Cornelia Downing Manfre

- Florida licensed Realtor
- Sotheby's International
- 39 years of experience
- Local knowledge
- Certified Commercial Investment Member of the CCIM Institute



Fair Market Value Analysis

LOCATION	SF	RENT	RENT/SF	DATE	TERM	RENEWALS	UTILITIES	INTERIOR MAINTENANCE	EXTERIOR MAINTENANCE	EXCLUSIVE USE	EXCLUSIVE PARKING	EQUIPMENT	SIGNAGE	TRAFFIC COUNT
Bull Creek	2135	\$12,000	\$5.62	5/1/2014	5	1(5)	T	T	LL	YES	YES	T	2 BLDG	400
													1 ENTRANCE	
													1 WATERWAY	
Captains BBQ	2080	\$10,800	\$5.19	9/1/2011	5	1(5) or 1(10)	T	T	LL	YES	YES	T		8600
Hi-Jackers	5040	\$15,487	\$3.07	4/4/2012	10	1(10)	T	T	LL	YES	YES	T	2BLDG	20100
		\$36,000	\$7.14	6/1/2022									1 ENTRANCE	
Green Lion Café	1998	\$7,200	\$3.60	9/1/2017	5	2(5)	LL	T	LL	NO	NO	T	2 BLDG	140-200



Fair Market Value Analysis

Executive Summary

- Private exclusive use: \$14-\$30 sq. ft. plus utilities
- PHGC = Non-exclusive use of shared area
 - No signage or visibility
 - \$9-\$10 sq. ft. inclusive of utility charges
 - Energy audit (electric metering) could be established and negotiated
 - Typical increase of 3% annum



New Agreement Highlights

- Starting lease rate of \$10 per sq. ft. equal to \$1,665 per month
- An increase of 3% applied annually
- Clarified and reduced the leased space the tenant is responsible for
- Clarifies tenant is responsible for propane, phone, and internet
- Electrical consumption for the leased space will be metered and charged
- The hot water booster is the responsibility of the tenant
- The tenant must install and maintain an under sink grease interceptor
- Required coordination: events, maintenance, and operational changes
- Removes the termination for convenience
- Strengthens the termination for cause



Comparison

	New Agreement	Tenant Proposed Amendment
1	\$10 sq. ft. originating at \$1,665 per month	\$9 sq. ft. originating at \$1,498.50 per month
2	3% increase annum	0% to 3% increase annum based on June CPI
3	Tenant pays: metered electric, propane, telecom, and internet	Tenant pays: propane, telecom, and internet
4	Open at 7am (continued from original agreement)	Open at 9am Mon-Thu and 8am Fri-Sun
5	Eliminates Termination for Convenience clause	Eliminates Termination for Convenience clause
6	May be extended 5 years by mutual consent	Tenant has first right of refusal on 5 year extension
7	Strengthens Termination for Cause	Not addressed



Comparison

	New Agreement	Tenant Proposed Amendment
8	Requires a catering menu be published annually	Not addressed
9	Requires 60 day notice to tenant for events or maintenance which could effect daily concession operations	Not addressed
10	Requires an under sink grease interceptor to protect drainage system	Not addressed
11	May have live music consistent with city code	Not addressed
12	May use specific areas to host weddings and events	Not addressed
13	RFP Cleanup: beverage carts, written city consent for alterations, liquor license, exclusive beverage contracts	Not addressed
14	Updates to state law: E-verify and public records notification	Not addressed



Council Action

Option 1: Approve New lease agreement

- Confirm price per sq. ft.
- Annual increase
- Responsibility of utilities

OR

Option 2: Approve Tenant Proposed Amendment

Note: Please provide 30 day maximum to execute agreement



Questions?



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

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

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

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

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

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

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

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of May 2022.

ATTEST:

CITY OF PALM COAST

VIRGINIA A. SMITH, CITY CLERK

DAVID ALFIN, MAYOR

APPROVED AS TO FORM AND LEGALITY:

NEYSA BORKERT, CITY ATTORNEY

Attachment: Concession Lease Agreement-Green Lion Café, LLC

CONCESSION LEASE AGREEMENT

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

W I T N E S S E T H:

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

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

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

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

1. Leased Premises.

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

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

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

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

2. Concession Rights Granted

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

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

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

3. Tenant Responsibilities and Standards of Conduct

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

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

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

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

- J. City will provide Solid Waste removal and water/sewer for the Leased Premises. Electric consumption for the leased premises will be metered and billed to Tenant. Tenant is responsible for all other utilities including, but not limited to, propane, telecom, internet and any facility/food and beverage reservation system for the Lease Premises.

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

- L. Tenant will install and maintain an under sink grease interceptor. All grease trap cleanings and maintenance is the responsibility of the tenant.

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

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

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

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

5. **Term and Termination.**

- A. Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall continue in effect for five (5) years ("Term") until August 31,

2027, with an option to renew for an additional five year period upon mutual agreement in writing of Tenant and City.

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

6. Indemnification

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

- C. In claims against any person or entity indemnified under this Section by an employee of Tenant or its agents or subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Tenant or its agents or subcontractors, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- D. The execution of this Agreement by Tenant shall obligate the Tenant to comply with the indemnification provision in this Agreement; however, the Tenant must also comply with the provisions of this Agreement relating to insurance coverage. This obligation shall survive the termination or expiration of this Agreement.

7. Bonds and Insurance

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

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

To Tenant at the following address:

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

To City at the following address:

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

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

9. E-Verify Registration and Use

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

B. Subcontractors

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

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

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

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

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

10. Public Records

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

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

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

(iii) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if Tenant does not transfer the records to City; and

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

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

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

11. Miscellaneous

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

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

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

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

- E. Legal Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney fees (in-house and outside counsel), paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. This provision shall survive the termination or expiration of this Agreement.
- F. No Joint Venture or Partnership.** Nothing contained in this Agreement shall create or be deemed to create any partnership or joint venture relationship between City and Tenant, nor be construed to give City any interest in the business of Tenant, and Tenant shall have no power or right to obligate or bind City in any manner whatsoever.
- G. No Waiver.** In the event Tenant shall fail to perform any of the terms or conditions of this Agreement, City shall have all equitable and legal rights and remedies permitted by law, including, without limitation, the right to terminate this Agreement effective immediately. No waiver by City of any default or breach of this Agreement shall be considered a waiver of any other or subsequent default or breach.
- H. Severability.** If any provision of this Agreement or the application thereof to any person or circumstances shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

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

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

THE GREEN LION CAFÉ, LLC

CITY OF PALM COAST

By: _____

By: _____

Name: Christopher J. Marlow

Name: Denise Bevan

Title: Director

Title: Interim City Manager

Date: _____

Date: _____

DRAFT

Exhibit A
Description of Leased Premises

Leased Premises:

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

Square Footage

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

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

**Exhibit B
Pricing**

Monthly Lease Fee Payment:

Beginning September 1, 2022, Tenant shall pay City a monthly Lease Fee of **\$1,665.00** (\$10.00 per SF x 198 SF / 12 months). Such payment shall be due on the first day of the month. For example, the Lease Fee for September 2022 shall be paid on or before September 1, 2022.

On an annual basis, the then current Monthly Lease Fee shall be increased by 3% every September 1st beginning on September 1, 2023 through and including September 1, 2026:

September 1, 2023: **\$1,714.95**
September 1, 2024: **\$1,766.40**
September 1, 2025: **\$1,819.39**
September 1, 2026: **\$1,873.97**

Should the Agreement be renewed at the conclusion of the initial 5 year term, each year thereafter on September 1st the Monthly Lease Fee shall continue to be adjusted by 3.0%

**Exhibit C
INSURANCE AND BOND
REQUIREMENTS**

1. GENERAL REQUIREMENTS.

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

2. COVERAGE AMOUNTS.

2.1. Workers' Compensation/Employer's Liability.

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

B. Employers Liability Coverage

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

\$500,000.00 (Disease-Policy Limit)

2.2. Commercial General Liability.

LIMITS

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

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

2.3. Automobile Liability Insurance.

LIMITS

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000.00
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2.4. Liquor Liability Insurance

LIMITS

\$1,000,000.00

2.5. Pollution Liability Insurance

LIMITS

\$1,000,000.00

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

3. Bonds

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

ONE

Sotheby's

INTERNATIONAL REALTY

**FAIR MARKET VALUE ANALYSIS
CONCESSION AGREEMENT
GREEN LION CAFÉ
PALM HARBOR GOLF COURSE
CITY OF PALM COAST, FL
32137**

**PRESENTED BY:
CORNELIA DOWNING MANFRE CCIM
MARCH 21, 2022**

ONE

Sotheby's

INTERNATIONAL REALTY

Green Lion Cafe
20 Palm Harbor Drive
Palm Coast, FL 32137

The City of Palm Coast owns and operates the Palm Harbor Golf Course located at 20 Harbor Drive and includes 160 acres of an 18 hole golf. As part of the attraction for golfers, food and beverages are served in the Green Lion, in the golf club house. Opened in 2017, the Green Lion operates under a Concession Agreement with the City dated 8/31/2017. The Agreement provides a 5 year renewal option.

In order to establish a fair market value of the concession, local public leases and private real estate rates are reviewed herein. No other concession agreements are known for this review except for Town Center Medical building located at 21 Hospital Drive, Palm Coast, FL which provides concession for food and beverages located on the second floor of the building. No rent or use payment is charged the concessionaire for operating at the location. The service is considered a patient convenience.

A review of local public leases is provided to compare the rates based on annual rents per square foot of eatery space. Additionally, the differences in traffic generators, signage, visibility and average annual daily traffic are provided. The locations are under lease agreements with the Board of County Commissioners for Flagler County, FL include Bull Creek Fish Camp, Hi-Jackers and Captain's Bait, Tackle & BBQ. Each of the lease agreements provide for the exclusive use by the Tenant.

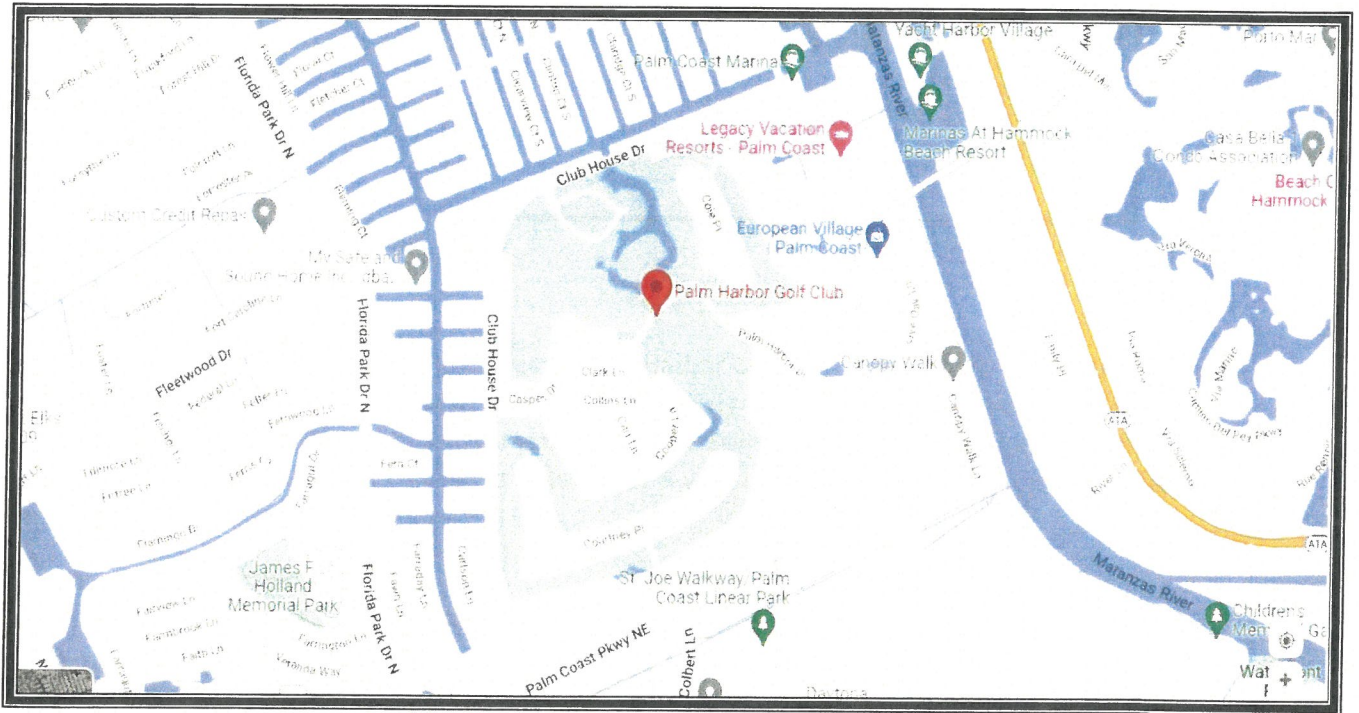
AADT (Annual Average Daily Traffic) shown for 2020 indicated per property.

ONE

Sotheby's

INTERNATIONAL REALTY

Green Lion Café
Palm Harbor Golf Club

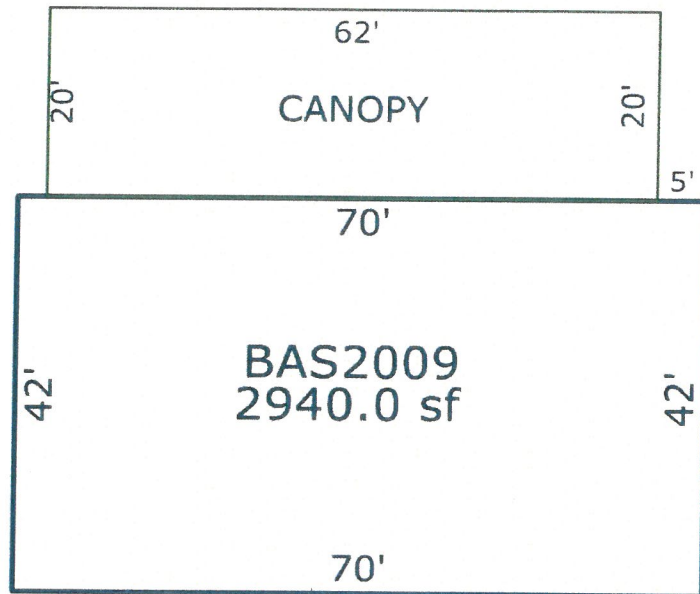


AADT 0
GOLFERS 150-225/DAY

ONE

Sotheby's

INTERNATIONAL REALTY



Floor Plan Golf Club House

The Green Lion Café is located on the 160 acre Palm Harbor Golf Course located in the eastern area of the City of Palm Coast. It shares space with the golf course registration and restroom facilities. The seating areas interior and exterior are non-exclusive. The Concession Agreement (Agreement) provided the concessionaire (C) was for a 5 year term with one 5 year renewal option. The Agreement terms included:

- Proposed 1,998 SF
- PRICING (LEASE FEE PAYMENTS) \$600/month to 8/1/2022
- "as-is" state of space
- Included existing small ware, kitchen equipment, food and liquor inventories, computers, banquet equipment, table, chairs, TVs etc. Inventory was to be done at Effective Date
- C to supply all additional furniture, fixtures and equipment. C represents expenditure of \$100,000 in additional kitchen equipment, tables, chairs, flooring, roll down screens on patio area.
- BUILDING SIGNAGE ONLY
- NON-EXCLUSIVE INGRESS & EGRESS
- NON-EXCLUSIVE USE OF PARKING

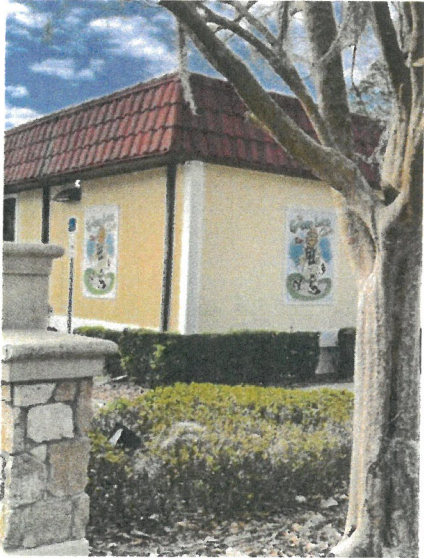
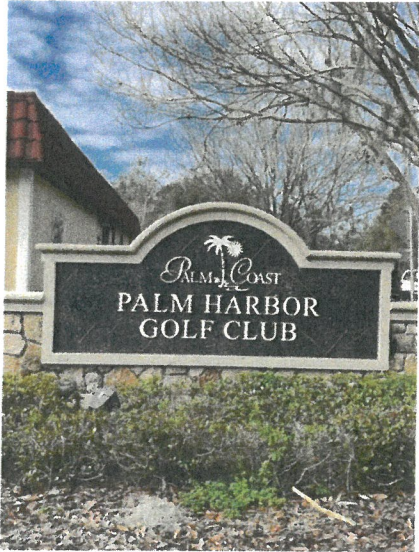
ONE

Sotheby's

INTERNATIONAL REALTY



Building Signage Only



ONE

Sotheby's

INTERNATIONAL REALTY



Interior Painted, new furniture, deck painted and new kitchen equipment by Concessionaire

ONE

Sotheby's

INTERNATIONAL REALTY

CAPTAIN'S BBQ

5862 N. OCEANSHORE BLVD.

PALM COAST, FL 32137



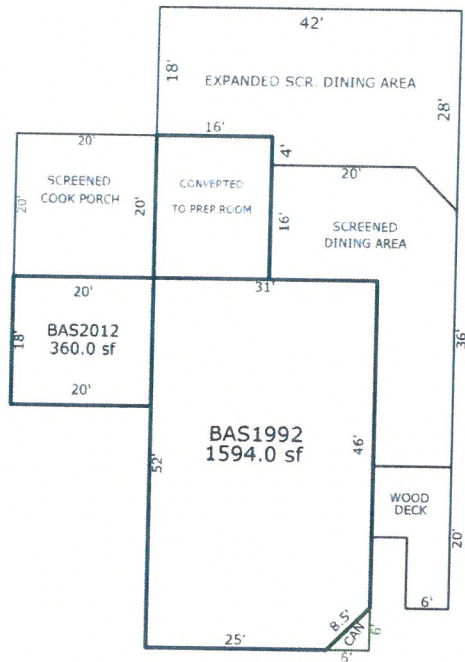
Signage along A1A

AADT 8,600

ONE

Sotheby's

INTERNATIONAL REALTY



Floor Plan

Captain's BBQ is located along Scenic Highway A1A. Food, beverages, camping, boating, fishing, supplies, bait, kayak, canoe and bike rentals are provided to the public. The restaurant is situated along the Intracoastal Waterway and accessible by boat, it is located among the approximately 15 acres owned by Flagler County.

Lease terms:

- 2080 sf plus 550 sf deck space
- 9/1/11-8/31/16, 5 year renewal option
- Current rent \$900/month
- Utilities by Tenant
- Improvements by Tenant
- Exterior grounds by Landlord
- Signage – 2 building, 1 Main Entrance along A1A
- EXCLUSIVE USE OF PREMISES
- NON -EXCLUSIVE USE OF PARKING

ONE

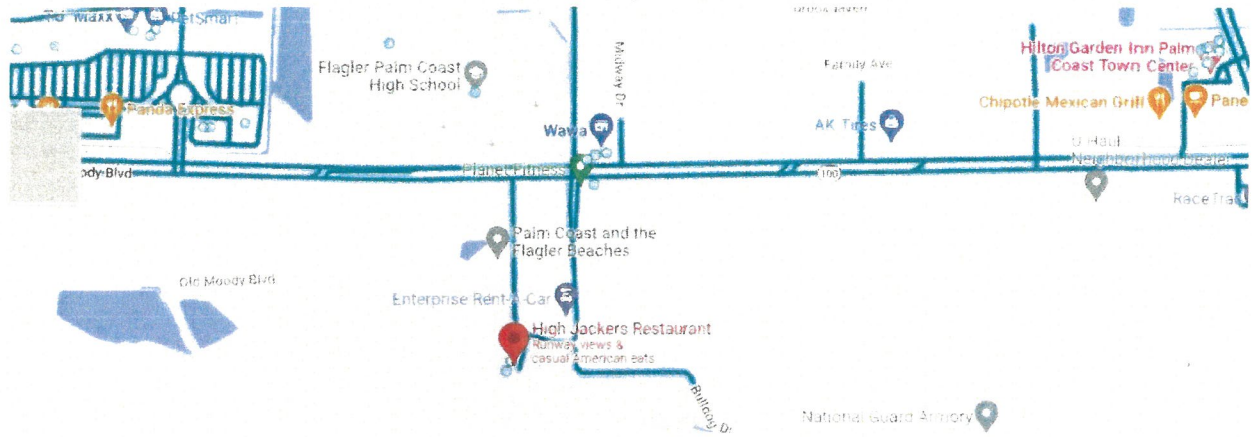
Sotheby's

INTERNATIONAL REALTY

Hi Jackers

202 Airport Road

Palm Coast, FL 32164

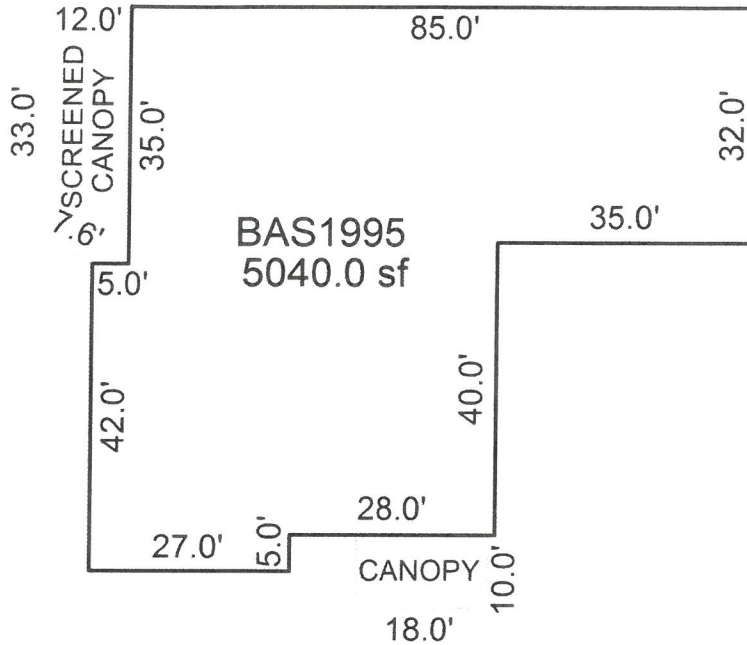


Pylon Sign along SR 100 AADT 20,100

ONE

Sotheby's

INTERNATIONAL REALTY



Floor Plan Hijackers

Hijackers is located in the Flagler Executive Airport property of approximately 1400 acres.

Lease terms:

- 5,040 sf plus deck space
- 6/1/2021-5/31/2031 10 year term, 1 (10) year renewal option
- Current rent \$1290.62, increases 6/1/2022 to \$3,000/month
- Annual Increases based on Consumer Price Index for All Urban Consumers, south Region, US City Average, not to exceed 3%.
- Utilities by Tenant
- Improvements by Tenant
- Exterior grounds by Tenant
- Signage – 1 building, 1 Main Entrance along SR 100
- EXCLUSIVE USE OF PREMISES
- EXCLUSIVE USE OF PARKING

ONE

Sotheby's

INTERNATIONAL REALTY

BULL CREEK CAMPGROUND
3861 WEST COUNTY ROAD 2006
BUNNELL, FL 32110



AADT 400

ONE

Sotheby's

INTERNATIONAL REALTY

Bull Creek Campground is located at the end of County Road 2006 in the western side of Flagler County. It is accessible by car and by boat along Crescent Lake.

Lease terms:

- Restaurant, bait, tackle shop, camping, boating and fishing supplies.
- 2135 sf plus deck space. A residential unit above of 688 sf is included but is not part of the rate.
- \$1000/month 5 year term, 2 (5) year renewal options effective 5/1/2014.
- \$100/month for reverse osmosis system, maintained by Landlord
- Current rent \$1,000/month
- Utilities by Tenant
- Improvements by Tenant & Landlord
- Exterior grounds by Tenant & Landlord
- Park Fees collected by Tenant, 50% to Tenant
- Signage – 1 building, 1 Main Entrance along CR 2006
- EXCLUSIVE USE OF PREMISES
- NON-EXCLUSIVE USE OF PARKING

Concession Agreement Analysis-Flagler County/Palm Coast, FL

2022		SF	RENT	RENT/SF	DATE	TERM	RENEWALS	UTILITIES	INTERIOR MAINTENANCE	EXTERIOR MAINTENANCE	EXCLUSIVE USE-INTERIOR	EXCLUSIVE PARKING	EQUIPEMENT SIGNAGE	TRAFFIC
Flagler County	BULL CREEK CAMPGROUND	2135	12000	5.62	5/1/2014	5	1 (5)	1200 T	T	LL	YES	YES	1 ENTRANCE 1 WATERWAY	400
	CAPTAINS BBQ	2080	10,800	5.19	9/1/2011	5	1 (5) or 1 (10)	T	T	LL	YES	YES	2 BLDG	8600
	HI-JACKERS RESTAURANT	5040	15487	3.07	4/49/2022	10	1 (10)	T	T	LL	YES	YES	2 BLDG	20100
			36000	7.14	6/1/2022								1 ENTRANCE	
	GREEN LION	1998	7200	3.60	9/1/2017	5	1 (5)	LL	T	LL	NO	NO	2 BLDG	140-200
	Proposed Renewal		14485	7.25	8/1/2022									
	Year 1		17382	8.70										
	Year 2		20859	10.44										
	Year 3		25031	12.53										
	Year 4		30037	15.03										
	Year 5			53.95										
	Average			10.79										

ONE

Sotheby's

INTERNATIONAL REALTY

EXECUTIVE SUMMARY

Concession areas are provided by the Grantor to the Concessionaire (Operator) for the purpose of providing a service to the public. The Green Lion operator was granted space in the Palm Harbor Golf Course for the purpose of providing food and beverage to the golf course operation. The space was granted under a Concession Agreement for the non-exclusive use of the shared area for serving and the use of the kitchen facility.

The type, location, visibility and traffic to any retail location are factors in establishing a rental rate. The private shopping centers in the area charge \$14-\$30/sf for exclusive use of the demised premises, signage, street traffic, visibility and other shopping drivers (ie grocery stores) that attract the public to its location. Utilities are typically separately metered and payable by the Tenant.

The Green Lion location has neither signage, visibility or traffic and has not the exclusive use of the space. Utilities are not separately metered therefore an energy audit could establish usage consumption and negotiated as part of a renewal.

After review of local public leases and local private lease rates, I believe the market value of the concession area known as Green Lion Café located at the Palm Harbor Golf Course, Palm Coast, FL is \$9-\$10/sf inclusive of utility charges. A step up rental for a proposed five year term may be negotiated between the parties. In private leases, retail rates typically increase by 3%/annum. Alternative increases could be based upon Consumer Price Index increases.

ONE

Sotheby's
INTERNATIONAL REALTY

RESUME

CORNELIA DOWNING MANFRE CCIM

One Sotheby's International Realty
4440 N. Ocean Shore Blvd.
Palm Coast, FL 32137

EXPERIENCE

ONE SOTHEBY'S INTERNATIONAL REALTY

7/2019-Present

Broker Associate

Affiliated with One Sotheby's office in Flagler County, FL, focused on luxury residential sales and commercial investments of land, office and industrial buildings. Provide services for retail leasing and assist in corporate and small business owners expansion in the Florida market. Offering state wide corporate realty services to assist in the organization of a firm portfolio including return analysis.

Florida Real Estate Broker

1/2000-Present

Affiliated with major brand firms during tenure in Florida. Opened and managed commercial real estate offices for Prudential Commercial Real Estate and Coldwell Banker Commercial. Hired and trained associates in developing real estate brokerage business. Closed on major land acquisitions for national retail developers for shopping center development and land subdivision of Development of Regional Impact in Flagler County, FL.

DUNKIN' DONUTS/BASKIN ROBBINS, INC.

General Manager

5/1997-12/1998

Oversaw the development of three Dunkin' Donuts/Baskin Robbins shops located in Farmingdale, Hauppauge and Bay Shore, New York for a Long Island franchisee group. Conducted site selection, negotiated terms with landlords and attorneys, coordinated the architectural layouts, supervised during all phases of construction through to the shop openings. Liaison for franchisee with the franchisor companies and directed managers in the implementation of all marketing strategies.

Development Manager

5/1994-1/1997

Responsible for the development of Dunkin' Donuts/Baskin Robbins units for Nassau and Suffolk counties, Long Island, New York for corporate Dunkin' Donuts/Baskin Robbins. Counseled franchisees on all phases of development, encouraged multi-unit growth, researched demographics and competition, provided site approval for both brands. Negotiated terms for distribution to petroleum companies, hospitals, train stations and grocery stores.

UNITED ARTISTS THEATRE CIRCUIT, INC.

2/1988-4/1993

Director of Real Estate

Responsible for the management of real estate assets for the northeastern U.S. for the United Artists Theater Circuit, Inc. Oversaw the disposition of \$40 million of company owned properties: negotiated contracts, coordinated fulfillment of all terms and conditions through closing. Researched and developed new site selection for theater locations. Managed fee properties and administered leases for 100 tenants.

CITIBANK, N.A.

10/1985-2/1988

Real Estate Manager

Managed real estate for the Northeast Region of metropolitan New York. Formulated leasing requirements, evaluated market conditions, and maintained control of the regional real estate. Negotiated cost-effective lease terms and coordinated landlord and bank constructions. Representative to Regional and Area Vice-Presidents, branch managers, landlords, brokers, attorneys and architects. Managed a tenant portfolio of 110 tenants throughout the New York City region.

AMERICAN EXPRESS COMPANY

12/1982-10/1985

Senior Real Estate Analyst

Researched and analyzed real estate requirements for corporate management and A.E. subsidiaries. Evaluated market conditions, conducted site selection for national and international commercial/retail locations, negotiated lease terms to satisfy user requirements and anticipated growth. Management of projects in northeastern U.S. and Canada.

NEW YORK LIFE INSURANCE COMPANY

1/1980-12/1982

Senior Loan Underwriter

Analyzed, coordinated and presented mortgage investment proposals to Executive Real Estate Committee. Monitored loan commitments in excess of \$200 million. Developed strategies for modifying mortgages for borrowers in bankruptcy. Monitored over 250 loans on commercial, residential and farm properties located in mid-eastern and south central states.

EDUCATION**NEW YORK UNIVERSITY** - Real Estate Institute**FORDHAM UNIVERSITY** - Bachelor of Arts, 1979**L'INSTITUT D'ETUDES EUROPEENNES AND SORBONNE** - Paris, 1978**PROFESSIONAL ORGANIZATIONS**

Certified Commercial Investment Member - CCIM Institute, Chicago, IL

Licensed Florida Real Estate Broker

Member - International Council of Shopping Centers

Member - Flagler County Chamber of Commerce

Member - Flagler County Board of Realtors

Past Board Member - Kindervision Committee Northeast Florida

Past Board Member - Family Life Center of Flagler County

Past Chair - Commercial Alliance - Flagler County Association of Realtors

Past Chair - Flagler Palm Coast High School - School Advisory Committee

Scott W. Cichon
Robert A. Merrell III
John P. Ferguson
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Kathleen L. Crotty
Michael O. Sznajstajler
Matthew S. Welch
Robert E. Doan
William A. Rice
Douglas J. Collins
Sara E. Glover
Holly W. Zitzka
Jessica L. Gow
Nika K. Hosseini
Sydney V. Cichon
Brandon T. Byers



Daytona Beach • DeLand

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Daytona Beach, Florida 32114
(386) 255-8171
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OF COUNSEL
Larry D. Marsh
Frederick B. Karl, Jr.

RETIRED
Thomas S. Hart

William M. Cobb
(1881-1939)
Thomas T. Cobb
(1916-2004)
W. Warren Cole, Jr.
(1926-2008)

April 21, 2022

VIA EMAIL

TO: Neysa Borkert
FROM: John Ferguson
RE: Revisions to Concession Agreement
City of Palm Coast and Golden Lion

Neysa, unfortunately, you and I are not going to agree on whether a full-fledged new Concession Agreement or an amendment to the existing Concession Agreement is the proper path. As I proposed in and attached to my email on February 25th, I feel that an amendment clearly shows to all parties exactly what is changing and clearly addresses what the City Council members requested at the well-attended City Council meeting. The City Council did not ask for a new Concession Agreement, and instead, pointed out specific changes that they wanted to see to the existing Concession Agreement.

I appreciate that staff acknowledges that the “option” to terminate the Concession Agreement without cause was “discussed” several times after my client gave notice that they wanted to renew the term. If the Green Lion objected to a change to the Concession Agreement that the City proposed, City staff would discuss the City’s option to terminate without cause to overcome the Green Lion’s objection.

Section 6.A. of the Concession Agreement provides that the Tenant has the right to renew the term of the existing Concession Agreement by providing notice. It is not a mutual option. And it does not provide that the City has the right to compel changes to the Concession Agreement in connection with the exercise of the renewal. It does not even say that the City can increase the rental rate beyond what is contemplated in Exhibit B for the renewal term. But, as my client agreed at the City Council meeting, they are willing to make the changes that the City Council asked for, including paying fair market rate. That concurrence does not include a full re-write of a currently binding agreement.

April 21, 2022

With that said, some of the City staff's additional requested changes, even if not discussed at and requested by the City Council, are acceptable and reasonable, and the Green Lion is willing to make those changes. And similarly, some changes to reflect the current realities between the parties is reasonable and should be included. These changes should be reflected in a document that keeps the original Concession Agreement in place, but for these requested and agreed-upon changes.¹ But for these requested and agreed-upon changes, the terms of the Concession Agreement should remain unchanged unless both parties agree freely, because Section 6.A. gives the tenant the right to extend the existing Concession Agreement.

In the attached amendment, which is revised since the amendment that I provided back in February, I have embedded comments, explanations and open questions for the City Council.

I understand that instead of a workshop on May 10th and a City Council meeting on June 7th, this matter will be on the City Council agenda for May 3rd. I will be sending my proposed Amendment to the City Council in advance of the meeting next week.

As stated originally, I prefer to be on the same page with you before the City Council meeting, and I will gladly schedule a time certain to discuss the attached with you. If you would like to discuss the foregoing and attached, I will look forward to hearing from you.

Thank you.

¹ Please note that there are other revisions to the Concession Agreement that the Green Lion would like to make but is not pursuing.

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Thank you.

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**FIRST AMENDMENT TO
CONCESSION AGREEMENT**

THIS FIRST AMENDMENT is made and entered into as of the ___ day of May, 2022, by and between **THE GREEN LION CAFÉ, LLC**, a Florida limited liability company ("Tenant"), and **CITY OF PALM COAST**, a Florida municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, Tenant and City entered into that certain Concession Agreement, dated September 1, 2017 (the "Agreement") providing Tenant with the right to operate the concessions at the Golf Course; and

WHEREAS, the term of the Agreement expires on August 31, 2022, and pursuant to Paragraph 6.A. of the Agreement, Tenant provided City with proper notice to extend the Agreement for an additional 5 years through August 31, 2027 ("Renewal Term");

WHEREAS, City and Tenant both desire to extend the Term and to amend the Agreement for the Renewal Terms as provided herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree to amend the Agreement, as follows:

1. **Definitions; Effective Date.** All capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Agreement. For purposes of the Agreement, as amended hereby, the capitalized "Term" shall include the Renewal Term commencing on September 1, 2022 ("Amendment Effective Date"). The Amendment shall become effective on the Amendment Effective Date, and the terms of the Agreement, without reference to this Amendment, shall control the parties.

2. **Changes to Agreement.** Tenant and City agree to revise the Agreement as provided in this Paragraph 2.

a. **Definition of Leased Premises.** Paragraph 1.A. of the Agreement is amended to delete the sentence "Improvements to the Leased Premises are set forth in Exhibit A, Owner and Tenant Improvements" and replaced with the following: "*Leased Premises is further defined in Exhibit A attached hereto.*"

b. **Additional Obligations of Tenant (including Propane):** The Agreement is amended by inserting the following as new Paragraph 1.M:

Tenant will license and maintain a Point of Sale (POS) system for facility/food and beverage reservations which is different from the POS system licensed and maintained by the City. Tenant will purchase and maintain for its own use heaters for outdoor use, rather than City being obligated to provide. City will provide and be responsible for the following for the Leased Premises: utilities, electricity, refuse, water/sewer, and hot water booster as needed for Tenant to comply with health and

Commented [JF1]: Council Members - this is a clarification of the current situation because the current Ex A provides for improvements that have already occurred.

Commented [JF2]: Council Members - the Green Lion had already agreed to get it's own POS system which we believe saves the City money. And already bought the heaters.

At the Council meeting, the Council wanted the Green Lion to pay for its own electricity, which they're willing to do if the City can get the Leased Premises separately metered. I did not address that in this comment (and can) but wanted to point out that the Fair Market rent determined by the City's appraiser said \$9-\$10/sq ft "inclusive of utilities".

So, if the City wants to incur the cost of creating separate meters (several thousands of dollars) to have the tenant pay their electricity (which is okay), then we will need an energy audit (as recommended by the appraiser) which will then reduce the rent range lower than \$9-\$10 sq. ft.

Green Lion is okay with that. And they're also okay not having separate electricity meter and paying \$9.50/sq ft as provided below.

safety regulations. Tenant will provide and be responsible for the following: all other utilities including propane, telecom and internet.

c. **Tenant's Obligations regarding Refuse and Dumpsters:** The Agreement is amended by inserting the following as new Paragraph 1.N:

Tenant is responsible for transferring its refuse from the storage area to the dumpster, maintained by the City and located at the Golf Course maintenance building at the close of business each day if reasonably possible. The City will maintain the dumpsters in sufficient size and condition as is normal and customary for such usage. Except for conditions out of the reasonable control of the City, the City will provide Tenant with the use of a City golf utility vehicle during Golf Course business hours for the purpose of transferring refuse. Tenant is responsible for all repairs to the golf utility vehicle caused by the negligent operation by Tenant.

d. **Hours of Operation.** Paragraph 3.F. of the Agreement is hereby amended to change the hours of operation as follows:

Tenant shall operate and be open seven days a week for the following minimum hours during the Term:

* Monday – Thursday: 9:00 a.m. to 8:00 p.m.

* Friday – Sunday: 8:00 a.m. to 8:00 p.m.

Tenant shall have the option to extend or retract such hours upon City approval provided that such hours do not extend before 7:00 a.m., nor later than 11:00 p.m. or retract to closing earlier than 5:00 p.m. Operations may be closed for Thanksgiving and December 24 and December 25. Such closures shall be noticed to the public no less than one week in advance.

e. **Contract Documents.** Paragraph 4 of the Agreement is amended by deleting “v. Performance Bond” and inserting “v. First Amendment to Concession Agreement.”

f. **Extended Term.** Paragraph 6.A. of the Agreement is deleted in its entirety and replaced with the following:

Unless sooner terminated in accordance with the terms of this Agreement, this Agreement shall continue in effect through August 31, 2027 (“Term”). Tenant has the right to renew this Agreement for one (1) successive period of five (5) years (“Renewal Term”). If Tenant desires to renew this Agreement for the Renewal Term, Tenant must provide written notice to the City regarding its intention to renew at least one hundred eighty (180) days prior to the date of expiration of the Term. All terms and conditions of this Agreement shall apply to the Renewal Term, except that the monthly Lease Fee will increase as provided on Exhibit B. At the end of the Renewal Term, if City and Tenant cannot agree on reasonable terms for the extension of the term of the Agreement for an additional five (5) years, Tenant will have thirty (30) days, after receipt of written notice from the City, to exercise

Commented [JF3]: Council, you didn't ask for this but staff and the Green Lion had discussed documenting how the trash removal is handled. I believe that this is consistent with what the parties are currently doing so it makes sense to include it. It benefits and burdens both side.

Commented [JF4]: Council, this also clarifies how the parties have been operating since the beginning.

Commented [JF5]: Council, the deletion is to reflect that a performance bond has never been required and is actually not relevant for this type of contract.

The insertion is simply administrative update based on this Amendment.

Tenant's right of first refusal to accept the terms negotiated by the City with a third party to provide services which are materially similar to the services provided by Tenant under this Agreement at or for the Golf Course.

Commented [JF6]: Council, I added this in case Green Lion and then staff cannot agree on terms for an extension. I think this is a good compromise because it gives the City the ability to test the market but also gives the tenant the right to stay if they meet the market.

g. **Removal of Termination without Cause.** The Agreement is revised by deleting in its entirety Paragraphs 6.C.

h. **Description of Leased Premises.** Exhibit A to the Agreement is amended, by deleting the existing Exhibit A and attaching the revised Exhibit A, which is attached hereto as **Exhibit A.**

i. **Pricing.** Exhibit B to the Agreement is amended, as of the Effective Date, by deleting the existing Exhibit B and attaching the revised Exhibit B, which is attached hereto as **Exhibit B.**

j. **Insurance Requirements.** Exhibit C to the Agreement is amended, as of the Effective Date, by deleting the existing Exhibit C and attaching the revised Exhibit C, which is attached hereto as **Exhibit C.**

Commented [JF7]: Council, we didn't change the City's request for Ex C except we removed the performance bond as discussed above.

3. **Miscellaneous.** This First Amendment shall be binding upon the parties as of the date of the last signature below and shall be effective as of the Amendment Effective Date. The parties covenant, agree and acknowledge the sufficiency of the consideration provided herein by the other party. This First Amendment and the documents contemplated by it record the final, complete, and exclusive understanding between the parties hereto regarding the Agreement and this First Amendment. To the extent of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall control. Except as amended and modified by this First Amendment, all other terms of the Agreement remain in full force and effect, in accordance with its respective terms. This First Amendment may be executed in counterparts. Each executed counterpart will constitute an original document, and all executed counterparts, together, will constitute the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment the day and year first above written.

Witnesses:

GREEN LION CAFÉ, LLC

(Name Typed or Printed)

By: _____
Name: Christopher J. Marlow
Title: Manager
Date: _____, 2022

(Name Typed or Printed)

CITY OF PALM COAST

(Name Typed or Printed)

By: _____
Name:
Title: City Manager
Date: _____, 2022

(Name Typed or Printed)

**Exhibit A
Description of Leased Premises**

Leased Premises:

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

Square Footage

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

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

Commented [JF8]: Mitch Lehman of the City measured the space as totaling 2,250 sq ft. This total for the first 5 items is 2,651. Which is it?

Commented [JF9]: On the Patio, the Green Lion will pay for the full 1,140 sq ft (or 1,306 sq ft). They do not want a discount. And, as a good partner, the Golden Lion will continue to allow the City to use one-half of the patio for its golf groups Tues-Friday, in the same way that they always have. The City doesn't have to pay the Golden Lion or give the Golden Lion a discount.

**Exhibit B
Pricing**

Monthly Lease Fee Payment

Beginning September 1, 2022, Tenant shall pay City a monthly Lease Fee of \$1,498.50 (\$9.00 per SF x 1998 SF/12 months). Such payment shall be due on the first day of the month. For example, the Lease Fee for September 2022 shall be paid on or before September 1, 2022.

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

September 1, 2022	\$1,543.45
September 1, 2023	\$1,589.76
September 1, 2024	\$1,637.45
September 1, 2025	\$1,686.57
September 1, 2026	\$1,737.17

If the Lease is extended beyond August 31, 2027 pursuant to the terms of the Lease, the Monthly Lease Fee will be adjusted on each September 1st, starting with September 1, 2027, based on the June Consumer Price Index with a floor adjustment of 0% and a maximum increase of 3.0%.

Commented [JF10]: Council, your appraiser said FMV was \$9-10 if the City was providing utilities. I refer back to the comment above about needing to re-figure the \$9-10 range if utilities are not included.

City staff proposed \$10 sq ft. I put \$9 sq ft with full realization that both sides should be at the obvious compromise of \$9.50 sq ft. ☺

I can make that change and re-do the numbers.

Commented [JF11]: Council - staff would like the rent to increase by 3% er year even beyond these 5 years. But if the Green Lion is paying FMV today and that FMV is increasing by 3% for 5 years even if the economy slows or, worse, retracts. For the City to say that it has to continue increasing at 3% for a total of 10 years when the starting point is already FMV is not fair. If the economy retracts, the City is still ahead b/c this doesn't allow for decreasing the rent.

**Exhibit C
Insurance Requirements**

1. GENERAL REQUIREMENTS.

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

2. COVERAGE AMOUNTS.

2.1. Workers' Compensation/Employer's Liability.

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

B. Employers Liability Coverage

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

2.2. Commercial General Liability.

LIMITS

7

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

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

2.3. Automobile Liability Insurance.

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

2.4. Liquor Liability Insurance

LIMITS
\$1,000,000.00

2.5. Pollution Liability Insurance

LIMITS
\$1,000,000.00

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

City of Palm Coast, Florida Agenda Item

Agenda Date: MAY 3, 2022

Department ADMINISTRATION	Amount
Division	Account
	#
Subject RESOLUTION 2022-XX APPROVING THE CITY COUNCIL STRATEGIC ACTION PLAN	
Presenter: Lauren Johnston, Assistant City Manager	
<p>Background : <u>UPDATE TO THE APRIL 26, 2022 SPECIAL BUDGET WORKSHOP</u> This item was heard by City Council at their April 26, 2022 Special Budget Workshop. There were no changes suggested to this item.</p> <p><u>ORIGINAL BACKGROUND TO THE APRIL 26, 2022 SPECIAL BUDGET WORKSHOP</u> At the March 22, 2022, City Council Special Workshop, staff provided a presentation that outlined Council feedback provided during the one-on-one interview sessions with each Council Member. Based on additional feedback and areas of consensus, staff applied edits to the proposed priorities and have drafted a Resolution with an Exhibit for Council's further consideration and adoption.</p> <p>Additional action for Council's consideration is as follows:</p> <ul style="list-style-type: none"> - Provide direction on additional edits to Exhibit A - Provide direction on FY 2022-2023 legislative actions 	
<p>Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING THE CITY COUNCIL STRATEGIC ACTION PLAN</p>	

RESOLUTION 2022 - _____
CITY COUNCIL STRATEGIC ACTION PLAN
FOR FISCAL YEAR 2022-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING CITY COUNCIL PRIORITIES FOR FISCAL YEAR 2022-2023; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Palm Coast City Council continues to support the City’s Vision, Mission, Values, and Goals as set forth in the Strategic Action Plan; and

WHEREAS, the City of Palm Coast City Council annually evaluates the Strategic Action Plan to remain nimble and focused on the needs of the community; and

WHEREAS, a continual year-long process has been established to track progress and ensure effective stewardship of annual priorities and fiduciary responsibility to the citizens of Palm Coast.

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

SECTION 1. APPROVAL OF ADDITIONAL CITY COUNCIL PRIORITIES. The City Council of the City of Palm Coast hereby approves the City Council priorities, as attached hereto and incorporated herein by reference as Exhibit “A.”

SECTION 2. SEVERABILITY. If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 3. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 4. IMPLEMENTING ACTIONS. The City Manager is hereby authorized to take any actions necessary to implement the action taken in this Resolution, including, but not limited to, inclusion of supporting projects and programs to further the additional City Council priorities in the budget process for further City Council consideration.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Council.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of May 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" – Fiscal Year 2022-2023 City Council Priorities

Exhibit A

Fiscal Year 2022-2023 City Council Priorities

A. Strong Resilient Economy:

1. Town Center should promote and partner with well-known higher education institutions to become a regional center for learning. Partnerships will be enhanced by a home for arts & culture offering opportunities for performance, display, creative expression and training.
 - Evaluate Town Center land for potential acquisition of open space to meet the need of future growth.
2. Palm Coast brands its' future as a regional destination for health care training complimented by research and technology innovation while fostering relationships.
3. Strengthen and maintain relationships with key community stakeholders through reoccurring meetings and other proactive approaches to further key initiatives.
 - Staff should provide City Council a list of stakeholders, top 10 biggest employers and periodic communications on relationship feedback.
4. Develop economic opportunity tools and communication strategies to enhance the need for regional growth.
 - Create a portfolio and make available for business when they inquire about locating to our community.
 - Focus on green and clean industry.
5. The westward expansion is guided by master planning for smart, managed, growth. Economic development is driven by Town Center regional destination initiatives. Economic growth and community marketing are supported by competitive youth sport activity centers catering to young athletes, families, and fans from regional and distant locations.
6. Inventory, assess, and identify optimal use of city land assets.
7. To ensure continued smart/sustainable long-term growth of the City of Palm Coast, staff will develop a timeline and propose a budget accordingly to conduct a comprehensive Evaluation and Appraisal Report (EAR) analysis to an updated planning horizon of 2045.
 - In FY 22, staff shall conduct a survey on resident feedback on multi-family house in Palm Coast.

B. Civic Engagement:

1. In the spirit of the Arts District, create an arts program with community partners for the original blue & white neighborhood entry way signs to transform them into art in public places.
 - Program proposals should focus on the enhancing the visual appeal. Focus on a modern, classy, easy to read, and pleasant to the eye style.
 - Evaluate the process and address funding sources for this project.

2. Seek out opportunities to engage Flagler County students on civic programs.
3. Staff to provide an inventory of potential facilities according to the Public Renaming Policy in honor of Mayor Jon Netts.
4. Research other cities communications strategies on how they respond in proactive and reactive manners with social media applications.

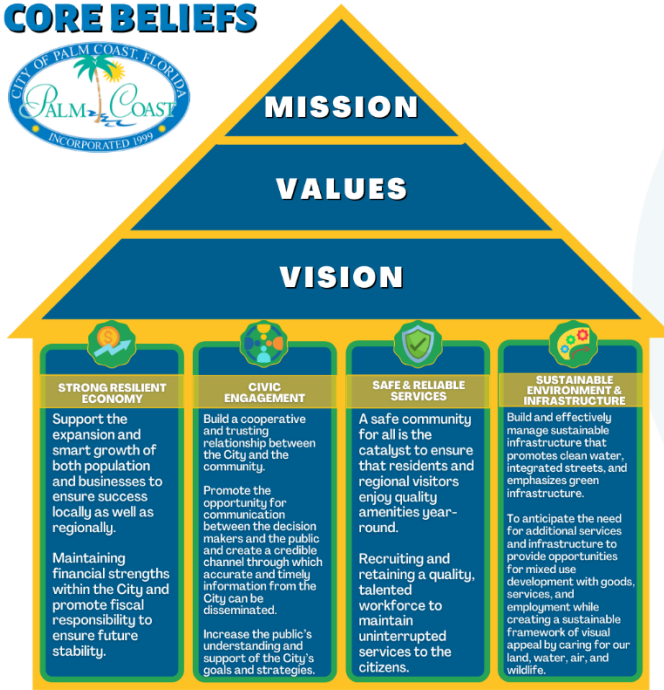
C. Safe and Reliable Services:

1. Ensure that the Maintenance & Operations Facility is top priority facility project and commence with initial improvements based on Capital Improvement Plan timeline.
2. Identify local recreation demands (i.e. aquatics, fields, senior services, etc.) to balance the need of regional activity centers.
 - Staff to provide a branding outline that represents the community recreation needs for the southern extent of the City.
 - Prioritize projects on the Park & Recreation Capital Improvement Plan.
3. Seek opportunities for the Community Center to help relieve parking pressures through the following approaches:
 - Evaluating the utilization of the Community Center playground, basketball courts and tree area for additional parking.
 - Conducting a detailed analysis of city-owned lands and facilities in the vicinity of the Community Center to determine optimum use value.
 - Repurpose FS22, to preserve historical value and expand visitor awareness of Palm Coast.
4. On high value service contracts, provide adequate quality control to ensure contractual compliance.

D. Sustainable Environment and Infrastructure:

1. Develop a comprehensive Cybersecurity plan to focus on safety and security of all infrastructure and critical functions.
2. Collaborate with FPL to provide electric vehicles fast charging stations across multiple locations in the City.
 - Engage local interest in expanding opportunities.
3. Conduct a Solar Feasibility Study and expand the scope to include solar retrofits for current and future facilities.
 - Seek out grant opportunities.
4. Multifaceted approach, including TPO, collaboration with City lobbyists, and direct communication with our legislative team to encourage the inclusion of Phase II and III of Old Kings Road widening in the FDOT 5 year work plan.
5. Develop a plan for maintenance of the salt water canals.

CORE BELIEFS



MISSION

VALUES

VISION

STRONG RESILIENT ECONOMY

Support the expansion and smart growth of both population and businesses to ensure success locally as well as regionally.

Maintaining financial strengths within the City and promote fiscal responsibility to ensure future stability.

CIVIC ENGAGEMENT

Build a cooperative and trusting relationship between the City and the community.

Promote the opportunity for communication between the decision makers and the public and create a credible channel through which accurate and timely information from the City can be disseminated.

Increase the public's understanding and support of the City's goals and strategies.

SAFE & RELIABLE SERVICES

A safe community for all is the catalyst to ensure that residents and regional visitors enjoy quality amenities year-round.

Recruiting and retaining a quality, talented workforce to maintain uninterrupted services to the citizens.

SUSTAINABLE ENVIRONMENT & INFRASTRUCTURE

Build and effectively manage sustainable infrastructure that promotes clean water, integrated streets, and emphasizes green infrastructure.

To anticipate the need for additional services and infrastructure to provide opportunities for mixed use development with goods, services, and employment while creating a sustainable framework of visual appeal by caring for our land, water, air, and wildlife.

MISSION:

Delivering exceptional service by making our citizens our priority.

VALUES:

**Pride
Accountability
Leadership
Motivated
Collaborative
Ownership
Achievement
Stewardship
Trust**

VISION:

A multigenerational community recognized as one of Florida's premier cities that values:

- **Building a diverse, sustainable economic base to support innovation while providing necessary infrastructure and services.**
- **Providing exceptional amenities and standards that support a high quality lifestyle.**
- **Protecting the environment and beauty of Palm Coast while conserving natural resources.**



CITY OF PALM COAST LEGISLATIVE PRIORITIES

OLD KINGS ROAD PHASE 2 AND 3 CONSTRUCTION – Continued to FY23

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

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

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

2022 Legislative Session Update: With assistance from our lobbyist, we successfully submitted a direct appropriations request to the Florida House of Representatives. The request was accepted and filled by Rep. Shoaf as [HB3697](#). The bill was introduced and passed unanimously by the Infrastructure & Tourism Appropriations Subcommittee on 1/13/2022. The bill was referred to the Appropriations committee but was not taken up for a vote. On March 12th, 2022, the bill was indefinitely postponed and withdrawn from consideration.

TRANSPORTATION ACCESS TO THE WEST – Continued to FY23

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

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

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

2022 Legislative Session Update: With assistance from our lobbyist, we successfully submitted a direct appropriations request to the Florida House of Representatives. The request was accepted and filled by Rep. Shoaf as [HB3391](#). The bill was introduced and passed unanimously by the Infrastructure & Tourism Appropriations Subcommittee on 1/13/2022. The bill was referred to the Appropriations committee but was not taken up for a vote. On March 12th, 2022, the bill was indefinitely postponed and withdrawn from consideration.

PEP SYSTEM POWER RESTORATION PRIORITIZATION – Moved to Operational

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

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

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

2022 Legislative Session Update: Coordinated by our lobbyist, City staff met with Kevin Guthrie, Director of the Florida Department of Emergency Management, and two staff members in Tallahassee on February 9, 2022. We discussed our concerns and were met with a strong understanding of the issue. Dir. Guthrie offered assistance with generators in the event of a storm and direct communication with FP&L when necessary. He also offered his staff to assist with grant opportunities to harden the system through panel retrofits. City staff is currently working with FDEM on identifying those opportunities.

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	\$2,076,283.00
Division	STORMWATER	Account	#54205509-063000-55234
Subject	RESOLUTION 2022-XX APPROVING A CONTRACT WITH CUSTOM BUILT MARINE CONSTRUCTION, INC., FOR THE BELLE TERRE PATHWAY/BRIDGE REHABILITATION PROJECT		
Presenter : Carmelo Morales, Stormwater Design & Construction Engineer			
Background :			
This item is for standard operations.			
<p>As part of the Stormwater Master Plan, staff has evaluated the Belle Terre Parkway culvert rehabilitation and pedestrian drainage project. This consisted of value engineering a previous stormwater improvement design. The original design was completed in 2018 and was sent out to bid in 2019. The bids came back much higher than anticipated and the project was tabled.</p> <p>Under an existing contract (RFSQ-SW-18), City Staff negotiated a scope and fee with Taylor Engineering, to provide a couple of value engineering alternatives with the intent of determining if value engineering was possible/feasible. The results of that feasibility study concluded that the project shall move forward with the value engineering design. This new design could provide close to \$900,000 in savings when comparing the engineering cost estimates with last year's bids.</p> <p>On December 1, 2020, Council approved a work order with Taylor Engineering to provide design engineering services for the Belle Terre culvert rehabilitation and pedestrian pathway redesign.</p> <p>The construction of this project consists of demolition and partial replacement of the existing timber boardwalk, installation of new sidewalk, rehabilitation of 3 – 84” Corrugated Metal Pipes (approx. 450-L.F.), and reestablishing roadway shoulder and ditch line median roadway.</p> <p>The City advertised the project (ITB-SWE-22-32) and received two (2) bids that were deemed responsive and responsible bidders. City staff recommends awarding the contract, in the amount of \$1,887,530.00, to Custom Built Marine Construction, Inc. Staff is also requesting approval of a 10% project contingency, in the amount of \$188,753, for any unforeseen issues.</p> <p>The project came in over budget. This is one of the projects funded by the recently approved Stormwater loan; staff has submitted a budget transfer in the amount of \$840,000 to shift funding from a lower priority loan project to fully fund this project.</p>			

Staff will be coordinating with the Flagler Schools to mitigate any interruptions with any potential school age children.

Funds for this project are budgeted out of the Stormwater Engineering FY 22/23 Budget.

SOURCE OF FUNDS WORKSHEET FY 2022

Major Crossing W-1-54205509-063000-55234	\$ 2,090,000.00
Total Expenses/Encumbered to date	\$ 12,397.74
Pending Work Orders/Contracts	\$ 0
Current Contract	<u>\$ 2,076,283.00</u>
Balance	\$ 1,319.26

Recommended Action :

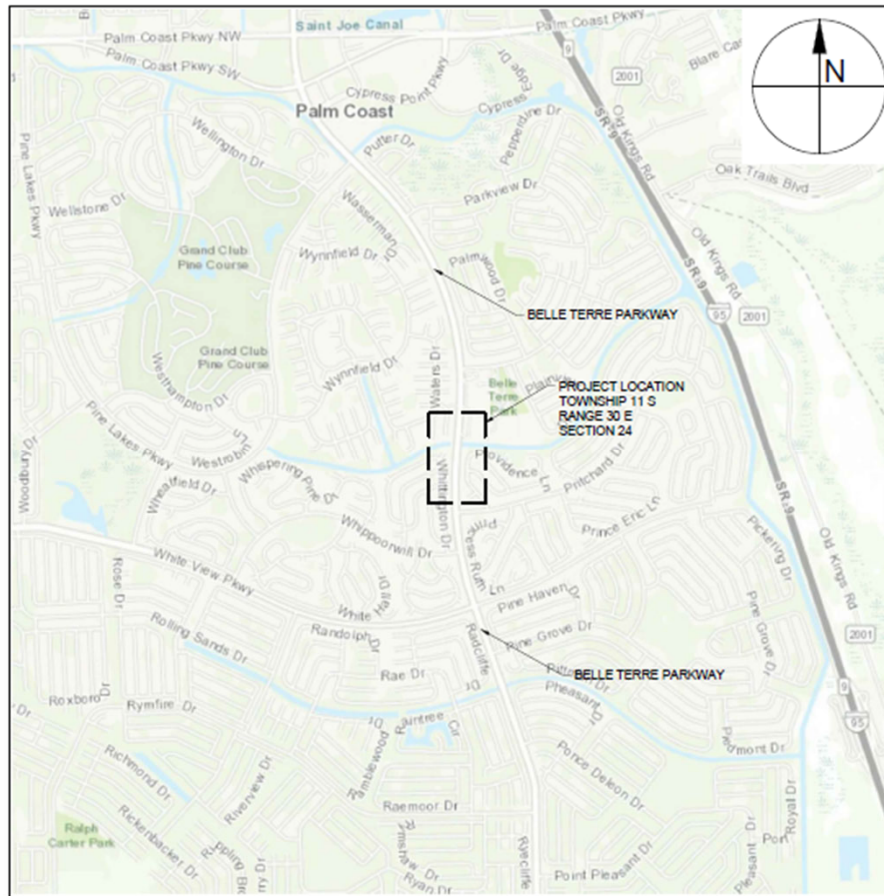
ADOPT RESOLUTION 2022-XX RESOLUTION 2022-XX APPROVING A CONTRACT WITH CUSTOM BUILT MARINE CONSTRUCTION, INC., FOR THE BELLE TERRE PATHWAY/BRIDGE REHABILITATION PROJECT

Belle Terre Bridge & Pedestrian Path Rehabilitation Project

May 3, 2022



Project Location Map



Excerpt from Construction Plans



Project Highlights

One of five projects proposed to be funded by the FY22 Stormwater Loan

- Bids came in over budget
- Funds transfer from K-Section Drainage Improvement Project allocation
- K-Section Drainage Improvement Project is still under design and consists of four culvert crossings; can be phased



Project Highlights (Cont'd)

- **Slip Lining of Existing Triple 84” Corrugated Metal Pipes (CMPs)**
 - FDOT Bridge No. 734077
 - Pipes installed around 1980
 - Last inspection identified need for rehabilitation

- **Replace portions of existing bridge surface from wood to concrete finish**
 - Longer life span
 - Lower cost and frequency of maintenance



Project Highlights (Cont'd)

- **Construct swale on roadside of walkway with an inlet/pipe system**
 - Reduce current erosion issues
 - Lower cost and frequency of maintenance



Questions?



RESOLUTION 2022-_____
BELLE TERRE PATHWAY/BRIDGE REHABILITATION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH CUSTOM BUILT MARINE CONSTRUCTION, INC., FOR THE BELLE TERRE PATHWAY/BRIDGE REHABILITATION 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 Custom Built Marine Construction, Inc., for the Belle Terre Pathway/Bridge Rehabilitation Project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with Custom Built marine Construction, 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 of the City of Palm Coast hereby approves the terms and conditions of a contract with Custom Built Marine Construction, Inc., for the Belle Terre Pathway/Bridge Rehabilitation Project and approval of a 10% contingency, as attached hereto and incorporated herein by reference as Exhibit "A."

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of May 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 Custom Built Marine 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-22-32 - BELLE TERRE PATHWAY/BRIDGE REHABILITATION

Date: 4/19/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 4/22/2022

Firm	Bid
Custom Built Marine Construction, Inc. Fort Pierce, FL	\$1,887,530.00 Base Bid Plus Bid Alternate 3 (008B)
Kiewit Infrastructure South Co. Orlando, FL	\$2,563,941.00 Base Bid Plus Bid Alternate 3 (008B)

The intent of the City of Palm Coast is to award ITB-SWE-22-32 to Custom Built Marine 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-22-32 - BELLE TERRE PATHWAY/BRIDGE REHABILITATION

Project Overview

Project Details	
Reference ID	ITB-SWE-22-32
Project Name	BELLE TERRE PATHWAY/BRIDGE REHABILITATION
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	Scope of work includes demolition and partial replacement of existing timber boardwalk; installation of new sidewalk; rehabilitation of 3 – 84” CMPs (approx. 450-L.F.); reestablishing roadway shoulder and ditch line; and all other incidental work necessary to provide a completed project in accordance with the contract documents. The Contractor shall provide all work required including, but not limited to, labor, supervision, traffic control, materials, equipment, installation, and incidentals required for complete rehabilitation. CONTRACTOR shall also provide material samples, as necessary, to ensure compliance with manufacturer’s recommendations. Installation of all materials shall be in accordance with all applicable CITY standards and requirements, applicable Florida Departments of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (latest edition), manufacturer and industry preferred standards.
Open Date	Feb 16, 2022 8:00 AM EST
Intent to Bid Due	Mar 30, 2022 2:00 PM EDT



Close Date	Mar 31, 2022 2:00 PM EDT
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Awarded Suppliers	Reason	Score
Custom Built Marine Construction, Inc		284.63 pts

Seal status

Requested Information	Unsealed on	Unsealed by
Section 00100, Forms A-I (Except Form C), and Bidder Profile Sheet	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Section 00200, Forms A-F, and Bidder Bid Form	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Addendum No 1 (Signed and Dated)	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Construction Forms 5 & 6	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Bid Form A Bid Schedule	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Section 00100, Form C Financial Statements	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Florida General Contractor's License / Underground Utility Contractor	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Bid Security	Mar 31, 2022 2:01 PM EDT	Casey Luedke
Addendum No 2 (Signed and Dated)	Mar 31, 2022 2:01 PM EDT	Casey Luedke



Addendum No 3 (Signed and Dated)	Mar 31, 2022 2:01 PM EDT	Casey Luedke
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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?
andy hyatt	Apr 01, 2022 7:42 AM EDT	No
Carmelo Morales	Mar 31, 2022 2:09 PM EDT	No
Ginger Norberg	Mar 31, 2022 2:28 PM EDT	No
Andrea Mudryk	Mar 31, 2022 4:39 PM EDT	No
Casey Luedke	Mar 31, 2022 2:01 PM EDT	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 Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Admin Bid Form Pricing Review	100 pts	Direct Price Entry
Bid Alternate #1 Pricing Review	100 pts	Price from Bid Alternate #1
Bid Alternate #2 Pricing Review	100 pts	Price from Bid Alternate #2
Bid Alternate #3 Pricing Review	100 pts	Price from Bid Alternate #3
Admin Financial Review	Pass/Fail	Review Form C



Total	400 pts	
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Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 400 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Kiewit Infrastructure South Co	373.4 pts	Pass	Pass	Pass	Pass
Custom Built Marine Construction, Inc	284.63 pts	Pass	Pass	Pass	Pass

	Admin Review Addenda	Admin Bid Form Pricing Review	Bid Alternate #1 Pricing Review	Bid Alternate #2 Pricing Review	Bid Alternate #3 Pricing Review
Supplier	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Kiewit Infrastructure South Co	Pass	73.4 pts (\$2,605,591.00)	100 pts (\$387,900.00)	100 pts (\$103,000.00)	100 pts (\$64,350.00)



	Admin Review Addenda	Admin Bid Form Pricing Review	Bid Alternate #1 Pricing Review	Bid Alternate #2 Pricing Review	Bid Alternate #3 Pricing Review
Supplier	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Custom Built Marine Construction, Inc	Pass	100 pts (\$1,912,530.00)	57.47 pts (\$675,000.00)	68.67 pts (\$150,000.00)	58.5 pts (\$110,000.00)

	Admin Financial Review
Supplier	Pass/Fail
Kiewit Infrastructure South Co	Pass
Custom Built Marine Construction, Inc	Pass

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department UTILITY	Amount \$ As Needed	
Division	Account # 54019090 046000	
	# 54019090 052000	
	# 54019090 063000 81001	
Subject RESOLUTION 2022-XX APPROVING PIGGYBACKING THE CITY OF BOYNTON BEACH, FL WITH FORTILINE WATERWORKS TO PURCHASE BRASS FITTINGS AND ACCESSORIES		
Presenter: Peter Roussell, Utility Systems Manager		
Background: This item is for standard operations.		
<p>The City's Utility Department maintains the water facilities throughout its service area and uses brass fittings and accessories to repair or install services to maintain the City's Utility infrastructure. In order to provide continuous water service to our customers, it is necessary to purchase these supplies.</p> <p>City staff is recommending piggybacking the City of Boynton Beach, FL. Contract # 083-1412-21 with Fortiline Waterworks through 10/16/2022 for the purchase of brass fittings and accessories. Piggybacking existing competitively bid contracts is considered to be advantageous because we can immediately leverage the competitively awarded contract prices without the need to go out for a time-consuming formal bid, wait for the bids to come back, and abstract the bids. By using this contract, we can save a significant amount of time compared to the typically lengthy process while still leveraging the best value of a competitively awarded agreement.</p> <p>City staff will purchase these supplies using budgeted funds appropriated by City Council. The Fiscal Year 2022 Budget includes available funding to purchase brass fittings and accessories. These supplies will be purchased on an as-needed basis.</p>		
SOURCE OF FUNDS WORKSHEET FY 2022		
UTILITYFND Repair and Maintenance 54019090 046000		\$150,000.00
Total Expended/Encumbered to Date.....		57,028.22
Pending Work Orders/Contracts.....		0.00
Current (WO/Contract).....		0.00
Balance		\$92,971.78
SOURCE OF FUNDS WORKSHEET FY 2022		
UTILITYFND Operating Supp&Equip 54019090 052000		\$240,863.00
Total Expended/Encumbered to Date.....		191,312.74
Pending Work Orders/Contracts.....		0.00
Current (WO/Contract).....		0.00
Balance		\$49,550.26

SOURCE OF FUNDS WORKSHEET FY 2022

UTILITYFND Water Meter Installs 54019090 063000 81001	\$3,200,000.00
Total Expended/Encumbered to Date.....	2,958,310.98
Pending Work Orders/Contracts.....	0.00
Current (WO/Contract).....	0.00
Balance	\$241,689.02

Recommended Action :

ADOPT RESOLUTION 2022-XX APPROVING PIGGYBACKING THE CITY OF BOYNTON BEACH, FL. WITH FORTILINE WATERWORKS TO PURCHASE BRASS FITTINGS AND ACCESSORIES

**RESOLUTION 2022 - _____
BRASS FITTINGS AND ACCESSORIES**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING PIGGYBACKING THE CITY OF BOYNTON BEACH, FL. WITH FORTILINE WATERWORKS FOR THE PURCHASE OF BRASS FITTINGS AND ACCESSORIES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Fortiline waterworks has expressed a desire to provide brass fittings and accessories to the City of Palm Coast; and

WHEREAS, the City Council of the City of Palm Coast desires to purchase brass fittings and accessories from Fortiline Waterworks.

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

SECTION 1. APPROVAL OF PIGGYBACK. The City Council of the City of Palm Coast hereby approves piggybacking the terms and conditions of the Boynton Beach, FL contract with Fortiline Waterworks, relating to the purchase of brass fittings and accessories, as attached hereto and incorporated herein by reference as Exhibit “ A. “

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

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of May 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 –Piggyback Boynton Beach and Fortline Engagement Letter

BPO Mgr. Approval

DS
MR



CONTRACT EXECUTIVE OVERVIEW

Vendor Name: Fortiline Waterworks (Fortiline, Inc.)

Bid/Contract Ref # ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES Bid 083-1412-21

Agency Name: City of Boynton Beach, FL

Contract Type: Piggyback

Contract Value Over \$50K

Resolution # 2022-

City Council Approval Date: _____

Contract Term End Date 10/16/2022

Renewable Y/N No

If yes # and length of renewals: _____

City's Project Manager(s) Chris Driggers

Brief Description/Purpose:

To utilize the terms, conditions, scope and pricing of the City of Boynton Beach, FL Agreement for ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES as needed.

Approvals:

Responsible Dept. Director _____

Date: _____

City Finance _____

Date: _____

City Attorney _____

Date: _____

City Manager _____

Date: _____

Vendor Name and Email Greg Velz Greg.Velz@fortiline.com



City of PALM COAST

Finance Department
Budget & Procurement Office

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

Fortiline Waterworks (Fortiline, Inc.)
Attn: Greg Velz
6982 Highway Avenue
Jacksonville, FL 32254

RE: Engagement Letter Authorizing Piggyback

Contract for BRASS FITTINGS AND ACCESSORIES

Contract Name

The City of Boynton Beach, FL Bid 083-1412-21

Contract Reference

Dear Greg,

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

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

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

Regards,

Jesse K. Scott

Jesse K. Scott
Procurement Coordinator
jkscott@palmcoastgov.com

This Engagement Letter is hereby acknowledged and agreed to:

CITY OF PALM COAST

By: _____

Print: Denise Bevan

Title: City Manager

Date: _____

DocuSigned by: **ERWORKS (FORTILII**

Greg Velz _____
E2EAD6E77A564C0...ignatory)

Print Name: Greg Velz

Title: Assistant Corporate Secretary

Date: Apr 13, 2022 | 8:42 AM EDT



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

- A. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, SUPPLIER shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all SUPPLIER employees hired on and after January 1, 2021.
- B. Subcontractors
- (i) SUPPLIER shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) SUPPLIER shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.
- (iii) SUPPLIER shall maintain a copy of all subcontractor affidavits for the duration of this Agreement and provide it to CTIY upon request.
- C. SUPPLIER must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the SUPPLIER stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.
- D. Failure to comply with this provision is a material breach of the Agreement, and shall result in the immediate termination of the Agreement without penalty to CITY. SUPPLIER shall be liable for all costs incurred by CITY to secure a replacement agreement, including but not limited to, any increased costs for the same services, any costs due to delay, and rebidding costs, if applicable.

2. Public Records.

- A. The Parties specifically acknowledge that the Agreement is subject to the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the Parties. If SUPPLIER is either a "contractor" as defined in Section 119.0701(1)(a), Florida Statutes, or an "agency" as defined in Section 119.011(2), Florida Statutes, SUPPLIER shall:
- i. Keep and maintain all public records required by CITY to perform the Services herein; and
- ii. Upon request from CITY's custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; and
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement Term and following completion of the Agreement if SUPPLIER does not transfer the records to CITY; and
- iv. Upon completion of the Agreement, transfer, at no cost, to CITY all public records in possession of SUPPLIER or keep and maintain public records required by CITY to perform the Services herein. If SUPPLIER transfers all public records to CITY upon completion of the Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon completion of the Agreement, SUPPLIER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format compatible with the information technology systems of CITY.
- B. All requests to inspect or copy public records relating to the Agreement shall be made directly to CITY. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with the requirements of this paragraph shall result in the immediate termination of the Agreement, without penalty to CITY. A contractor who fails to provide the public records to CITY within a reasonable time may be subject to penalties pursuant to Section 119.10, Florida Statutes. Further, SUPPLIER shall fully indemnify and hold harmless CITY, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from SUPPLIER'S failure to comply with these requirements.

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

CITY OF PALM COAST

SUPPLIER

By: _____

Print: Denise Bevan

Title: City Manager

Date: _____

DocuSigned by:

E2EAD6E77A564CO... (Corporate Officer)
Print Name: Greg Velz
Title: Assistant Corporate Secretary
Date: Apr 13, 2022 | 8:42 AM EDT

In Process

The City of Boynton Beach



*PROCUREMENT SERVICES
3301 QUANTUM BLVD
SUITE 101
P.O. BOX 310
BOYNTON BEACH, FLORIDA
33425-0310
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316*

July 26, 2021

Fortiline, Inc.

Jordan.mccall@fortiline.com

RE: **“ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES”**
BID #: 083-1412-21

Contract Period: October 17, 2021 thru October 16, 2022

Dear: Jordan McCall,

At the Commission meeting on July 20, 2021, the BID for **“ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES”** was awarded and your company was one of three selected.

A Blanket Purchase Order will be issued to your company on an “As Needed Basis”.

We would like to thank you for responding to this Bid. If you have any questions regarding this Bid, please contact Michael Dauta, Manager of Materials and Distribution, at dautam@bbfl.us

Sincerely,

Mara Frederiksen
Director of Financial Services

Enclosure: Tabulation Sheet



6982 HIGHWAY AVENUE • JACKSONVILLE, FL 32254 • TELEPHONE 904-652-0962 • FAX 904-652-0967

April 11, 2022

Via Email: JKScott@palmcoastgov.com

Jesse K. Scott
Procurement Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164

**Re: Authorization to Piggyback The City of Boynton Beach Contract:
Bid No. 083-1412-21 Annual Supply of Brass Fittings and Accessories**

Dear Mr. Scott:

The City of Palm Coast has authorization from Fortiline Waterworks, Inc. d/b/a Fortiline Waterworks to Piggyback off of the above referenced City of Boynton Beach contract. This authorization is valid and specific to brass material only.

Sincerely,



Gregory A. Velz
Assistant Corporate Secretary

cc: Trey Peterson, Regional Vice President
Blake Velz, Municipal Sales Representative

KNOWLEDGE • EXPERIENCE • SERVICE

FOR ADDITIONAL LOCATIONS AND INFORMATION, VISIT US ON THE WEB AT WWW.FORTILINE.COM

AY PART NUMBER	LIST PRICE	DISCOUNT
73149B - 1" BALL CORP MNPTXFNPT	\$118.72	59%
74704B-22- 1" BALL CORP MNPTXCTS	\$140.91	59%
76102JW-22 1" BALL CURB CTSXFNPT	\$202.44	59%
76102W-22RWC 1" BALL CURB RWC CTSXFNPT	\$207.56	59%
76101W 1" BALL CURB FNPTXFNPT	\$181.85	59%
76100W-22 1" BALL CURB CTSXCTS	\$225.23	59%
76101MW 3/4" BALL VALVE FNPTXMSN	\$135.90	59%
76101MW 3/4X5/8X3/4 BALL VALVE FNPTXMSN	\$82.80	59%
76101MW 1X3/4X3/4 BALL VALVE FNPTXMSN	\$142.32	59%
74620 3/4X3/4X2.25 METER COUPLING MSNXMNPT	\$21.56	59%
74620 3/4X1X2.50 METER COUPLING MSNXMNPT	\$33.56	59%
74637 3/4x1 METER COUPLING MSNXFNPT	\$35.47	59%
74624 1X1X2.50 METER CPLG NO HOLE MSNXMNPT	\$38.21	59%
709U2FWF 1X3/4X7/5X707 U BRANCH CTSXFNPT	\$337.16	59%
3892 4X1 HINGED SADDLE 1 BOLT 4.50XFNPT	\$68.26	45%
3896 4X1 HINGED SADDLE 1 BOLT 4.80XFNPT	\$74.50	45%
3892 6X1 HINGED SADDLE 1 BOLT 6.63XFNPT	\$101.80	45%
3896 6X1 HINGED SADDLE 1 BOLT 6.90XFNPT	\$101.80	45%
3892 8X1 HINGED SADDLE 1 BOLT 8.63XFNPT	\$139.88	45%
3896 8X1 HINGED SADDLE 1 BOLT 9.05XFNPT	\$142.49	45%

In Process

083-1412-21-MFD - Annual Supply of Brass Fittings and Accessories

Opening Date: June 4, 2021 2:00 PM

Closing Date: June 22, 2021 2:30 PM

Vendor Details

Company Name: Fortiline, Inc. d/b/a Fortiline Waterworks
Does your company conduct business under any other name? If yes, please state: North Carolina
Address: 7025 Northwinds Drive, NW
Concord, North Carolina 28027
Contact: Jordan McCall
Email: jordan.mccall@fortiline.com
Phone: 407-287-7777
Fax: 704-788-9800
HST#: 57-0819190

Submission Details

Created On: Tuesday June 08, 2021 07:40:49
Submitted On: Tuesday June 22, 2021 11:16:39
Submitted By: Jordan McCall
Email: jordan.mccall@fortiline.com
Transaction #: 202f61a2-2ef0-42ee-83ee-50ef38319ef8
Submitter's IP Address: 209.10.188.165

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated.

*Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the Owner (unless otherwise specified).

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Attachment B - Item 1

Item 1 is to determine the percentage discount offered on all materials from the manufacturers listed below that is offered by your company. If you do not offer any of the brands, please place a "0%" in the box.

Manufacturer	Discount Percentage Off *
Ford	0%
Mueller	(% off list price) 50% waterworks brass items 35% check valves 10% drilling machines and parts 25% copper meter yokes 40% waterworks valves 40% yoke valves bronze gate valves 40% oriseal valves 40% meter valves 40% curb valves corp valves 35% bronze saddles 40% iron yokes 30% di tapping sleeves 10% repair clamps 30% ss tapping sleeves
AY MCDonald	(% off list price) 59% waterworks brass items 85% domestic brass fittings 93% domestic nipples 45% repair bands & saddles
Merit Brass	(% off list price) 95% (brass nipples) 84% (domestic brass fittings)
Lee Brass	0%

Attachment B - Item 2

Items 2 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied. Equivalentents are accepted for part numbers listed.

Line Item	Description	Part Number	Current Price *	Discount % from Item 1 *	Final Item Price *
1	3/4" x 4" Brass Nipple		\$92.5700	93%	\$6.4700
2	1" Ball Valve Comp x Yoke	B94-344W	\$153.6100	59%	\$62.9800
3	1" CC Ball Corp	FB-1000-4	\$125.8100	59%	\$51.5800
4	1" x 3/4" Brass Bushing		\$49.8600	85%	\$7.4700
5	3/4" Tail Pieces	C91-23	\$16.3200	59%	\$6.6900

Attachment B - Item 3

Additional discount for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY MCDonald, Merit or Lee. (Zero percent is not acceptable)

Instructions	Discount Percentage Off*
Additional discount for all brands, manufacturers offered by your company. This discount will be used to purchase any product offered by your company that is not Ford, Mueller, AY MCDonald, Merit or Lee. (Zero percent is not acceptable)	<p>(All % off list price)</p> <p>ARI air release valves 15% off</p> <p>Zenner water meters 25% off</p> <p>Hymax Krausz 35% off</p> <p>Smith Blair 35% off</p> <p>Romac 25% off</p> <p>Ebaa Iron 50% off</p> <p>Endot Hdpe 35% off</p> <p>Rh Wager odor controls 10% off</p> <p>Pronal 10% off</p> <p>Star Pipe Domestic fittings(water coatings) 15% off</p> <p>star pipe domestic restraints 55% off</p> <p>Star Pipe domestic p401 fittings 55% off</p> <p>Spears sch 40 fittings 70% off</p> <p>sch 80 fittings 70% off</p> <p>sch 80 nipples 50% off</p> <p>sch 80 cpvc 50% off</p> <p>sch 80 cpvc nipples 45% off</p> <p>sch 80 ball valves 40% off</p> <p>all other spears valves and fittings 30% off</p> <p>Dfw meter boxes and lids "c" grade 15% off</p> <p>Trumbull industries 25% off</p> <p>Kennedy resilient wedge gate valves 2-24" 20% off</p> <p>di tapping sleeves 30% off</p> <p>swing check valves 2-30" non ulfm 60% off</p> <p>air cushion or swing check valves 30% off</p> <p>butterfly valves 4-24" 10% off</p> <p>plug valves 30% off</p> <p>Raven meter boxes Sigma and iron and polymer lids 25% off</p> <p>CDR meter box/lid tier 8 50% off</p> <p>***** any other non listed items is Cost plus 20 percent plus freight ****</p>

Specifications

We will not be submitting for Specifications

Number	New Column
1	All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida.
2	Bidder should state the model numbers of all items and accessories specified in this proposal.
3	Bidder must be able to guarantee all deliveries, through out the duration of the Bid. All orders must be delivered within 15 days from date of the purchase order. Back orders exceeding the 15 day period are subject to cancellation.
4	Any quantities indicated in the proposal represent approximate needs for the one (1) year period. There is no guarantee made or implied that the City will fulfill such purchases.
5	Award is anticipated to be on a primary, secondary, third and possibly fourth basis.
6	Bidder agrees that all brass proposed in this bid are lead-free and domestic.
7	The percent discount applies to the Commodity Bid – Brass Fittings and Accessories. In this instance, Brass Fittings and Accessories encompass any and all similar and like items as individually listed.
8	The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of any obligation previously understood
9	Bidder agrees that all items proposed in this bid are domestically made.
10	All brass fittings and accessories listed in the proposal form must be of domestic manufacturer and meet all criteria set forth by the A.W.W.A., A.S.T.M. and the trade industry.

References

Line Item	Company *	Name *	Email *
1	Bonita Springs	Diana DeLeon	ddeleon@bsu.us
2	City of Cape Coral	David Vallandingham	dvalland@capecoral.net
3	Seacoast Utilities	Brandon Selle	bselle@sua.com

Documents

In Process

Ensure your submission document(s) conforms to the following:

Documents should NOT have a security password, as City of Boynton Beach may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by City of Boynton Beach.

If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

- [Bidder Qualification Statement](#) - Bidders Qualification Statement + LOA.pdf - Tuesday June 22, 2021 11:04:22
- [Anti-Kickback Affidavit](#) - Anti-Kickback Affidavit.pdf - Monday June 21, 2021 15:32:21
- [Non-collusion Affidavit of Bidder](#) - Non-collusion Affidavit of Bidder.pdf - Monday June 21, 2021 15:32:30
- [Certification Pursuant to Florida Statute § 287.135](#) - Certification Pursuant to Florida Statute.pdf - Monday June 21, 2021 15:32:38
- [Confirmation of Drug-Free Workplace](#) - Confirmation of Drug-free Workplace.pdf - Monday June 21, 2021 15:32:47
- [Confirmation of Minority Owned Business](#) - Confirmation of Minority Owned Business.pdf - Monday June 21, 2021 15:32:58
- [E-Verify](#) - E-verify.pdf - Monday June 21, 2021 15:33:05
- [Bidder Acknowledgement](#) - Bidder Acknowledgement + COI.pdf - Tuesday June 22, 2021 10:55:00

Addenda & Declarations

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services and construction, as more specifically set out and in accordance with the Owner's Bid Call Document, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.
2. This Bid is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.
3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the Bid Call Document(s) which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.
4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Deposit accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.
5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the Bid Call Document.
6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie submittals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or- plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Jordan McCall, FL Regional Bid Coordinator, Fortiline, Inc. d/b/a Fortiline Waterworks
The bidder shall declare any potential or actual conflict of interest that could arise from Bidding on this Bid. Do you have a conflict of interest?

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum # 1 Thu June 10 2021 09:45 AM	<input checked="" type="checkbox"/>	1

In Process

E-Verify Affidavit Instructions

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

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

ATTACH NOTARIZED AFFIDAVIT HERE



In process

ATTACH PROOF OF REGISTRATION HERE



CONTRACTOR E-VERIFY AFFIDAVIT

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

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

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

Print Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

In Process

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

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____



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**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the MORSCO Inc (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

- a. Notice of E-Verify Participation
- b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify



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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,



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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



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Approved by:

Employer MORSCO Inc	
Name (Please Type or Print) Tina Long	Title
Signature Electronically Signed	Date 05/16/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/16/2011



Company ID Number: 415540

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	MORSCO Inc
Company Facility Address	311 East Vickery Blvd Fort Worth, TX 76104
Company Alternate Address	PO Box 70 Fort Worth, TX 76101
County or Parish	TARRANT
Employer Identification Number	752588495
North American Industry Classification Systems Code	423
Parent Company	
Number of Employees	2,500 to 4,999
Number of Sites Verified for	1



Company ID Number: 415540

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Tina Long
Phone Number (817) 870 - 2227 ext. 562
Fax Number (817) 332 - 6187
Email Address tlong@morsco.com

Name Kristin Neal
Phone Number (817) 730 - 5256
Fax Number
Email Address kaneal@morsco.com

Name Heather Wilson
Phone Number (817) 717 - 9807
Fax Number
Email Address hmwilson@morsco.com

Name Nicole Flobeck
Phone Number (817) 717 - 9994
Fax Number
Email Address nlflobeck@morsco.com



Company ID Number: 415540

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7025 NORTHWINDS DRIVE, NW • CONCORD, NC 28027 • TELEPHONE 704-788-9800 • FAX 704-788-9895

E-VERIFY AFFIDAVIT

I hereby certify that Fortiline, Inc. d/b/a Fortiline Waterworks does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

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

A true and correct copy of Fortiline, Inc. d/b/a Fortiline Waterworks proof of registration in the E-Verify system is attached to this Affidavit.

[Signature]
Name: Gregory A. Velz
Title: Assistant Corporate Secretary
Date: 4/13/2022

STATE OF FLORIDA No
COUNTY OF Meck

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 13 day of April, 2022, by Gregory A. Velz of Fortiline, Inc., a South Carolina corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



Elizabeth H. Williams
Notary Public
Elizabeth H. Williams
Name typed, printed or stamped

My Commission Expires: 05.09.24

City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department	CONSTRUCTION MANAGEMENT & ENGINEERING	Amount	\$1,485,172.00
Division	STORMWATER	Account	# 54205509-063000-55232
Subject	RESOLUTION 2022-XX APPROVING A CONTRACT WITH NU-PIPE FOR THE BELLE TERRE TRENCHLESS PIPE REHABILITATION PROJECT		
Presenter : Carmelo Morales, Stormwater Design & Construction Engineer			
<p>Background : This item is for standard operations.</p> <p>City staff requested proposals from qualified contractors to provide trenchless pipe rehabilitation services to rehabilitate aging, damaged, and deteriorated infrastructure. The project is located on Belle Terre Pkwy, between Palm Coast Pkwy and Matanzas Woods Pkwy, and consists of twenty-six (26) 60-inch Stormwater pipes of varying lengths. The pipes to be lined are corrugated metal pipe (CMP) and are located approximately in the center of the southbound lanes of Belle Terre Pkwy.</p> <p>The City advertised the project (ITB-SWE-22-22) and received (3) bids that were deemed responsive and responsible bidders. City staff recommends awarding the contract, in the amount of \$1,485,172.00 to Nu-Pipe.</p> <p>Funds for this project have been budgeted for in the Stormwater Engineering FY 22 Budget.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
	Major Canal Crossing-54205509-063000-55232	\$	2,040,000.00
	Total Expenses/Encumbered to date	\$	726,079.64
	Pending Work Orders/Contracts	\$	0
	Current Contract	\$	1,485,172.00
	Balance	\$	203,748.36
<p>Recommended Action : ADOPT RESOLUTION 2022-XX APPROVING A CONTRACT WITH NU-PIPE FOR THE BELLE TERRE TRENCHLESS PIPE REHABILITATION PROJECT</p>			

RESOLUTION 2022-_____
BELLE TERRE TRENCHLESS PIPE

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF A CONSTRUCTION CONTRACT WITH NU-PIPE FOR THE BELLE TERRE TRENCHLESS PIPE REHABILITATION 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 Nu-Pipe, for the Belle Terre Trenchless Pipe Rehabilitation project; and

WHEREAS, the City Council of the City of Palm Coast desires to contract with the Nu-Pipe 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 of the City of Palm Coast hereby approves the terms and conditions of a contract with Nu-Pipe for the Belle Terre Trenchless Pipe Rehabilitation Project, as attached hereto and incorporated herein by reference as Exhibit “A.”

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

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

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

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

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of May 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 Nu-Pipe



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-22-22 - BELLE TERRE TRENCHLESS PIPE REHABILITATION

Date: 4/19/2022

Appeal Deadline: Appeals must be filed by 5:00 PM on 4/22/2022

Firm	Bid
NU-PIPE Charleston, SC	\$1,485,172.00
Shenandoah General Construction LLC Pompano Beach, FL	\$1,906,902.25
Advanced Plumbing Technology Clermont, FL	\$1,939,420.00

The intent of the City of Palm Coast is to award ITB-SWE-22-22 Pipe ID's: S-156, S-157, S-168, S-158, S-159, S-167, S-160, S-517, S-518, S-519, S-520, S-521, S-522, S-523, S-524, S-525, S-526, S-165, S-527, S-528, S-529, S-530, S-531, S-532, S-533, S-534 to NU-PIPE

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-22-22 - BELLE TERRE TRENCHLESS PIPE REHABILITATION

Project Overview

Project Details	
Reference ID	ITB-SWE-22-22
Project Name	BELLE TERRE TRENCHLESS PIPE REHABILITATION
Project Owner	Casey Luedke
Project Type	ITB
Department	Procurement
Budget	\$0.00 - \$0.00
Project Description	<p>The City of Palm Coast is requesting proposals from qualified Contractors to provide trenchless pipe rehabilitation services to rehabilitate aging, damaged, and deteriorated Stormwater infrastructure along two separate sections of Belle Terre Pkwy located between Palm Coast pkwy and Matanzas woods Pkwy (See location maps for extra details.) There is a total of thirty four (34) Stormwater pipes of varying lengths that run under Belle Terre Pkwy which require trenchless pipe rehabilitation services. Pipes to be lined are CMP located approximately in the center of the south bound lanes of an existing 4-lane divided median roadway. The Contractor is responsible for proposing the lining method they feel is most structurally sound and economical. Quantities listed are estimated for proposal purposes based on work projection and are subject to change. The Contractor shall provide all work required for a completed project including, but not limited to, labor, supervision, traffic, control, materials, equipment, installation, and incidentals required for complete rehabilitation. CONTRACTOR shall also provide material samples, as necessary, to ensure compliance with manufacturer's recommendations. Installation of materials shall be in accordance with all applicable CITY standards and requirements, applicable Florida Department of Transportation</p>



	(FDOT) Standard Specifications for Road and Bridge Construction (latest edition), manufacturer and industry preferred standards.
Open Date	Feb 09, 2022 8:00 AM EST
Intent to Bid Due	Mar 23, 2022 2:00 PM EDT
Close Date	Mar 24, 2022 2:00 PM EDT

Awarded Suppliers	Reason	Score
Nu-Pipe		3,397.34 pts

Seal status

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



Addendum No 2 (Signed and Dated)	Mar 24, 2022 2:01 PM EDT	Casey Luedke
Addendum No 3 (Signed and Dated)	Mar 24, 2022 2:01 PM EDT	Casey Luedke
Addendum No 4 (Signed and Dated)	Mar 24, 2022 2:01 PM EDT	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?
Mike Peel	Mar 24, 2022 2:05 PM EDT	No
Carmelo Morales	Mar 24, 2022 2:03 PM EDT	No
Ginger Norberg	Mar 24, 2022 4:11 PM EDT	No
Andrea Mudryk	Mar 24, 2022 2:04 PM EDT	No
Casey Luedke	Mar 24, 2022 2:02 PM EDT	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 Review Addenda	Pass/Fail	Ensure Addenda (If Issued) are returned signed/dated
Bid Schedule Pipe ID: S-539	100 pts	Bid Schedule Pipe ID: S-539 Price
Bid Schedule Pipe ID: S-538	100 pts	Bid Schedule Pipe ID: S-538 Price
Bid Schedule Pipe ID: S-537	100 pts	Bid Schedule Pipe ID: S-537 Price
Bid Schedule Pipe ID: S-536	100 pts	Bid Schedule Pipe ID: S-536 Price
Bid Schedule Pipe ID: S-535	100 pts	Bid Schedule Pipe ID: S-535 Price



Bid Schedule Pipe ID: S-534	100 pts	Bid Schedule Pipe ID: S-534 Price
Bid Schedule Pipe ID: S-533	100 pts	Bid Schedule Pipe ID: S-533 Price
Bid Schedule Pipe ID: S-532	100 pts	Bid Schedule Pipe ID: S-532 Price
Bid Schedule Pipe ID: S-531	100 pts	Bid Schedule Pipe ID: S-531 Price
Bid Schedule Pipe ID: S-530	100 pts	Bid Schedule Pipe ID: S-530 Price
Bid Schedule Pipe ID: S-529	100 pts	Bid Schedule Pipe ID: S-529 Price
Bid Schedule Pipe ID: S-528	100 pts	Bid Schedule Pipe ID: S-528 Price
Bid Schedule Pipe ID: S-527	100 pts	Bid Schedule Pipe ID: S-527 Price
Bid Schedule Pipe ID: S-165	100 pts	Bid Schedule Pipe ID: S-165 Price
Bid Schedule Pipe ID: S-526	100 pts	Bid Schedule Pipe ID: S-526 Price
Bid Schedule Pipe ID: S-525	100 pts	Bid Schedule Pipe ID: S-525 Price
Bid Schedule Pipe ID: S-524	100 pts	Bid Schedule Pipe ID: S-524 Price



Bid Schedule Pipe ID: S-523	100 pts	Bid Schedule Pipe ID: S-523 Price
Bid Schedule Pipe ID: S-522	100 pts	Bid Schedule Pipe ID: S-522 Price
Bid Schedule Pipe ID: S-521	100 pts	Bid Schedule Pipe ID: S-521 Price
Bid Schedule Pipe ID: S-520	100 pts	Bid Schedule Pipe ID: S-520 Price
Bid Schedule Pipe ID: S-519	100 pts	Bid Schedule Pipe ID: S-519 Price
Bid Schedule Pipe ID: S-518	100 pts	Bid Schedule Pipe ID: S-518 Price
Bid Schedule Pipe ID: S-517	100 pts	Bid Schedule Pipe ID: S-517 Price
Bid Schedule Pipe ID: S-160	100 pts	Bid Schedule Pipe ID: S-160 Price
Bid Schedule Pipe ID: S-167	100 pts	Bid Schedule Pipe ID: S-167 Price
Bid Schedule Pipe ID: S-159	100 pts	Bid Schedule Pipe ID: S-159 Price
Bid Schedule Pipe ID: S-158	100 pts	Bid Schedule Pipe ID: S-158 Price
Bid Schedule Pipe ID: S-168	100 pts	Bid Schedule Pipe ID: S-168 Price



Bid Schedule Pipe ID: S-157	100 pts	Bid Schedule Pipe ID: S-157 Price
Bid Schedule Pipe ID: S-156	100 pts	Bid Schedule Pipe ID: S-156 Price
Bid Schedule Pipe ID: S-511	100 pts	Bid Schedule Pipe ID: S-511 Price
Bid Schedule Pipe ID: S-145	100 pts	Bid Schedule Pipe ID: S-145 Price
Bid Schedule Pipe ID: S-510	100 pts	Bid Schedule Pipe ID: S-510 Price
Admin Financial Review	Pass/Fail	Review Form C
Total	3400 pts	



Scoring Summary

Active Submissions

	Total	Administrative Review	Technical Review Qualification 00100	Technical Review Qualification 00200	Technical Review Construction Forms
Supplier	/ 3,400.00 pts	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Nu-Pipe	3,397.34 pts	Pass	Pass	Pass	Pass
Shenandoah General Construction LLC	2,648.21 pts	Pass	Pass	Pass	Pass
Advanced Plumbing Technology	2,645.35 pts	Pass	Pass	Pass	Pass



	Admin Review Addenda	Bid Schedule Pipe ID: S-539	Bid Schedule Pipe ID: S-538	Bid Schedule Pipe ID: S-537	Bid Schedule Pipe ID: S-536
Supplier	Pass/Fail	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Nu-Pipe	Pass	100 pts (\$98,501.00)	100 pts (\$107,234.00)	100 pts (\$72,302.00)	100 pts (\$41,736.00)
Shenandoah General Construction LLC	Pass	75.5 pts (\$130,470.00)	75.31 pts (\$142,387.50)	76.33 pts (\$94,717.50)	78.74 pts (\$53,006.25)
Advanced Plumbing Technology	Pass	90.37 pts (\$109,000.00)	92.76 pts (\$115,600.00)	81.06 pts (\$89,200.00)	63.14 pts (\$66,100.00)

	Bid Schedule Pipe ID: S-535	Bid Schedule Pipe ID: S-534	Bid Schedule Pipe ID: S-533	Bid Schedule Pipe ID: S-532	Bid Schedule Pipe ID: S-531
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Nu-Pipe	97.34 pts (\$145,879.00)	100 pts (\$43,774.20)	100 pts (\$71,129.00)	100 pts (\$92,096.80)	100 pts (\$50,760.60)
Shenandoah General Construction LLC	74.71 pts (\$190,057.50)	78.47 pts (\$55,787.00)	78.38 pts (\$90,745.00)	75.66 pts (\$121,730.50)	77.71 pts (\$65,321.00)



	Bid Schedule Pipe ID: S-535	Bid Schedule Pipe ID: S-534	Bid Schedule Pipe ID: S-533	Bid Schedule Pipe ID: S-532	Bid Schedule Pipe ID: S-531
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Advanced Plumbing Technology	100 pts (\$142,000.00)	64.72 pts (\$67,640.00)	81.76 pts (\$87,000.00)	88.42 pts (\$104,160.00)	69.61 pts (\$72,920.00)

	Bid Schedule Pipe ID: S-530	Bid Schedule Pipe ID: S-529	Bid Schedule Pipe ID: S-528	Bid Schedule Pipe ID: S-527	Bid Schedule Pipe ID: S-165
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Nu-Pipe	100 pts (\$47,849.60)	100 pts (\$44,647.50)	100 pts (\$50,469.50)	100 pts (\$78,604.00)	100 pts (\$72,624.00)
Shenandoah General Construction LLC	78 pts (\$61,348.50)	78.36 pts (\$56,978.75)	77.74 pts (\$64,923.75)	78.08 pts (\$100,676.25)	78.32 pts (\$92,731.25)
Advanced Plumbing Technology	67.66 pts (\$70,720.00)	65.37 pts (\$68,300.00)	69.42 pts (\$72,700.00)	84.98 pts (\$92,500.00)	82.43 pts (\$88,100.00)



	Bid Schedule Pipe ID: S-526	Bid Schedule Pipe ID: S-525	Bid Schedule Pipe ID: S-524	Bid Schedule Pipe ID: S-523	Bid Schedule Pipe ID: S-522
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Nu-Pipe	100 pts (\$99,956.50)	100 pts (\$75,213.00)	100 pts (\$34,459.00)	100 pts (\$49,014.00)	100 pts (\$46,103.00)
Shenandoah General Construction LLC	75.46 pts (\$132,456.25)	76.21 pts (\$98,690.00)	80 pts (\$43,075.00)	77.88 pts (\$62,937.50)	78.19 pts (\$58,965.00)
Advanced Plumbing Technology	90.79 pts (\$110,100.00)	86.55 pts (\$86,900.00)	61.42 pts (\$56,100.00)	73.05 pts (\$67,100.00)	71.04 pts (\$64,900.00)

	Bid Schedule Pipe ID: S-521	Bid Schedule Pipe ID: S-520	Bid Schedule Pipe ID: S-519	Bid Schedule Pipe ID: S-518	Bid Schedule Pipe ID: S-517
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Nu-Pipe	100 pts (\$59,169.00)	100 pts (\$31,063.00)	100 pts (\$47,849.60)	100 pts (\$72,302.00)	100 pts (\$36,445.00)
Shenandoah General Construction LLC	79.04 pts (\$74,855.00)	82.8 pts (\$37,513.50)	78 pts (\$61,348.50)	76.33 pts (\$94,717.50)	81.6 pts (\$44,664.00)



	Bid Schedule Pipe ID: S-521	Bid Schedule Pipe ID: S-520	Bid Schedule Pipe ID: S-519	Bid Schedule Pipe ID: S-518	Bid Schedule Pipe ID: S-517
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Advanced Plumbing Technology	80.28 pts (\$73,700.00)	58.59 pts (\$53,020.00)	72.26 pts (\$66,220.00)	85.36 pts (\$84,700.00)	63.96 pts (\$56,980.00)

	Bid Schedule Pipe ID: S-160	Bid Schedule Pipe ID: S-167	Bid Schedule Pipe ID: S-159	Bid Schedule Pipe ID: S-158	Bid Schedule Pipe ID: S-168
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Nu-Pipe	100 pts (\$47,209.00)	100 pts (\$66,644.00)	100 pts (\$59,493.60)	100 pts (\$59,493.60)	100 pts (\$53,380.50)
Shenandoah General Construction LLC	80.06 pts (\$58,965.00)	78.6 pts (\$84,786.25)	77.03 pts (\$77,238.50)	77.03 pts (\$77,238.50)	77.48 pts (\$68,896.25)
Advanced Plumbing Technology	72.74 pts (\$64,900.00)	84.15 pts (\$79,200.00)	79.3 pts (\$75,020.00)	79.3 pts (\$75,020.00)	75.82 pts (\$70,400.00)



	Bid Schedule Pipe ID: S-157	Bid Schedule Pipe ID: S-156	Bid Schedule Pipe ID: S-511	Bid Schedule Pipe ID: S-145	Bid Schedule Pipe ID: S-510
Supplier	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts	/ 100 pts
Nu-Pipe	100 pts (\$34,459.00)	100 pts (\$60,963.00)	100 pts (\$67,541.00)	100 pts (\$80,099.00)	100 pts (\$90,350.20)
Shenandoah General Construction LLC	80 pts (\$43,075.00)	78.93 pts (\$77,238.50)	78.56 pts (\$85,978.00)	78.02 pts (\$102,662.50)	75.7 pts (\$119,347.00)
Advanced Plumbing Technology	61.42 pts (\$56,100.00)	81.26 pts (\$75,020.00)	84.57 pts (\$79,860.00)	89.9 pts (\$89,100.00)	91.88 pts (\$98,340.00)

	Admin Financial Review
Supplier	Pass/Fail
Nu-Pipe	Pass
Shenandoah General Construction LLC	Pass



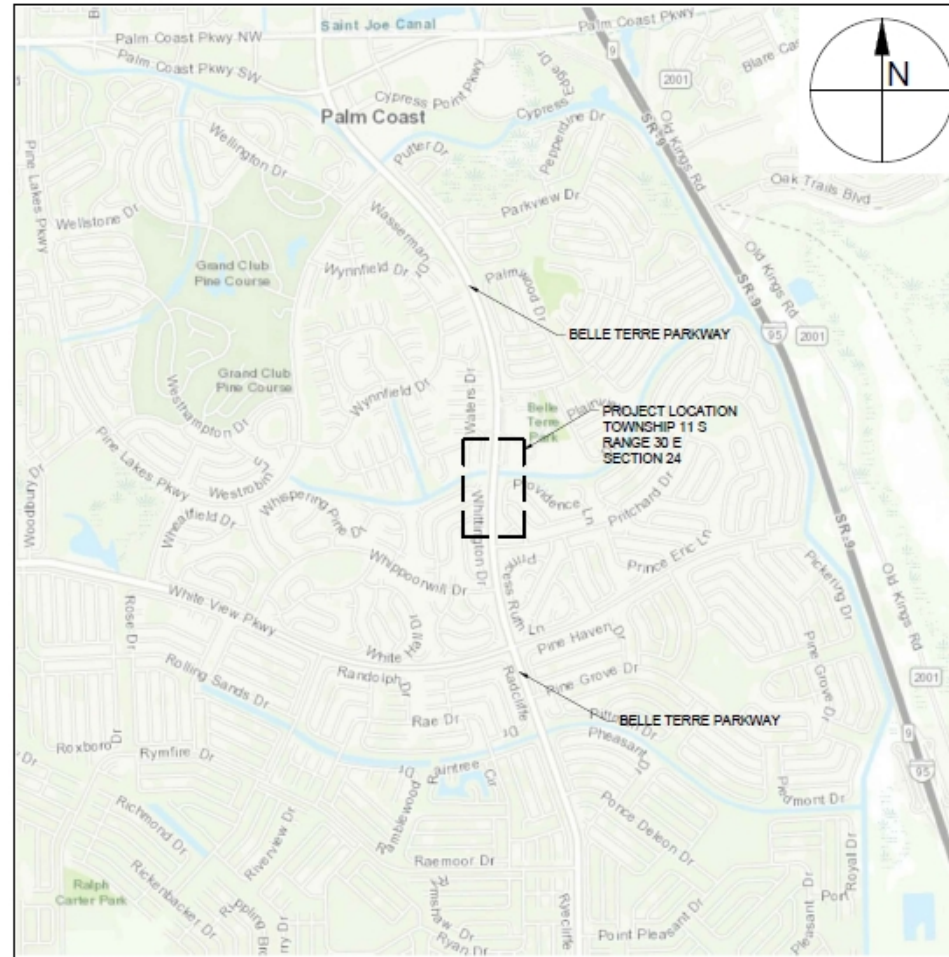
	Admin Financial Review
Supplier	Pass/Fail
Advanced Plumbing Technology	Pass

Belle Terre Bridge & Pedestrian Path Rehabilitation Project

May 3, 2022



Project Location Map



Excerpt from Construction Plans



Project Highlights

One of five projects proposed to be funded by the FY22 Stormwater Loan

- Bids came in over budget
- Funds transfer from K-Section Drainage Improvement Project allocation
- K-Section Drainage Improvement Project is still under design and consists of four culvert crossings; can be phased



Project Highlights (Cont'd)

- **Slip Lining of Existing Triple 84” Corrugated Metal Pipes (CMPs)**
 - FDOT Bridge No. 734077
 - Pipes installed around 1980
 - Last inspection identified need for rehabilitation

- **Replace portions of existing bridge surface from wood to concrete finish**
 - Longer life span
 - Lower cost and frequency of maintenance



Project Highlights (Cont'd)

- **Construct swale on roadside of walkway with an inlet/pipe system**
 - Reduce current erosion issues
 - Lower cost and frequency of maintenance



Questions?



City of Palm Coast, Florida Agenda Item

Agenda Date: May 3, 2022

Department	PUBLIC WORKS	Amount	Over \$50,000
Division	STREETS & DRAINAGE	Account #	65035012- 034000
Subject	RESOLUTION 2022-XX APPROVING AN EXTENSION OF THE MASTER SERVICES AGREEMENT WITH AMERICAN JANITORIAL INCORPORATED THROUGH SEPTEMBER 30, 2022 FOR CUSTODIAL & CLEANING SERVICES		
Presenter : Matt Mancill, Public Works Director			
Background :			
<p>The City of Palm Coast currently has a Master Service Agreement with American Janitorial Incorporate, which expires September 30, 2022 for City-wide custodial & cleaning services. Staff is requesting an extension to the Agreement. An extension will allow the City to more accurately budget for these services in the future. There is a measure of uncertainty when a contract expires in the middle of a fiscal year as to whether or not the funds requested during the prior planning period will be adequate to continue funding the required services after a significant change in rate or potential service provider resulting from an open and competitive bidding process.</p> <p>Aligning the expiration date of this Master Service Agreement with the end of our fiscal cycle, will allow the City to bid and budget for custodial & cleaning services in the same year and transition to the next fiscal year under an approved budget that was determined by the awarded contract.</p> <p>Spending under the amended terms of this Agreement will be within the amount appropriated in the approved budget.</p> <p>City staff is recommending the approval of this extension to leverage our financial strengths while ensuring the City remains committed to fiscal responsibility in delivering value-added services to residents and businesses.</p> <p>The Fiscal Year 2022 Budget includes available funding appropriated by City Council for the services listed in the existing Master Services Agreement and for the extension of this Agreement.</p>			
SOURCE OF FUNDS WORKSHEET FY 2022			
FAC Other Contractual Svcs 65035012-34000			\$578,025.00
Total Expended/Encumbered to Date.....			381,226.89
Pending Work Orders/Contracts.....			0.00
Current (WO/Contract).....			0.00
Balance			\$196,798.11
Recommended Action :			
ADOPT RESOLUTION 2022-XX APPROVING AN EXTENSION OF THE MASTER SERVICES AGREEMENT WITH AMERICAN JANITORIAL INCORPORATED THROUGH SEPTEMBER 30, 2022 FOR CUSTODIAL & CLEANING SERVICES			

RESOLUTION 2022-____
EXTENSION AMERICAN JANITORIAL SERVICES CONTRACT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM COAST, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF THE MASTER SERVICES AGREEMENT WITH AMERICAN JANITORIAL INCORPORATED (AJI) FOR CITYWIDE CUSTODIAL AND CLEANING SERVICES; AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE SAID CONTRACT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR IMPLEMENTING ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, American Janitorial Inc. (AJI) has an existing agreement with Palm Coast to provide citywide custodial and cleaning services, which expires on June 25, 2022; and

WHEREAS, the City of Palm Coast desires to extend the agreement with JDI to September 30, 2022.

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

SECTION 1. APPROVAL OF EXTENSION. The City Council of Palm Coast hereby approves the terms and conditions of the extension to the master services agreement with American Janitorial Incorporated, 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, as depicted in Exhibit "A."

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

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

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

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

DULY PASSED AND ADOPTED by the City Council of the City of Palm Coast, Florida, on this 3rd day of May 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 – Extension to the AJI Citywide Custodial and Cleaning Services Contract

BPO Mgr. Approval

DS
JR



CONTRACT EXECUTIVE OVERVIEW (Amendment/Renewal)

Vendor Name American Janitorial Incorporated (AJI)
Project Name: Custodial and Cleaning Services for City Facilities
Bid/Reference # RFP-PW-18-22
Contract Type: Master Service Agreement
Amendment/Renewal: Amendment 1

Original Contract Date: 3/26/2018 New End Date: 9/30/2022

Resolution # 2022-

City Council Approval Date: _____

In Process

City's Project Manager Del McMillen

Brief Description/Purpose:

Original contract will reach the completion of its final renewal as of 6/25/22. PW and Procurement need additional time to conduct RFP. Therefore, we are extending the contract through the end of Fiscal Year 2022 (9/30/22). The extension will be approximately \$21,666 per month.

The original contract was approved by Council on 5/15/2018 under resolution 2018-70.

Approvals:

Responsible Dept. Director _____ Date: _____

City Finance _____ Date: _____

City Attorney _____ Date: _____

City Manager _____ Date: _____

City of Palm Coast, Florida Agenda Item

Agenda Date : May 3, 2022

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

May 10, 2022 WORKSHOP MEETING			
1	Presentation	Workshop location options	Akins
2	Presentation	Pavement Management Program	Cote/Alves
3	Resolution	LifePaks	Forte/Berryhill
4	Resolution	Rehabilitation of Wastewater Structures	Flanagan/Ashburn
5	Resolution	CDBG Add't Funds for housing rehab	Papa
6	Presentation	Saltwater Canals update	Peel
7	Interviews	BEAC Candidates	Smith
May 17, 2022 BUSINESS MEETING			
1	Ordinance 1st	Vol. FF Pension Amendment	Alves
2	Resolution	Rehabilitation of Wastewater Structures	Flanagan/Ashburn
3	Resolution	LifePaks	Forte/Berryhill
4	Proclamation	Water Safety Month	Hirst
5	Proclamation	PW Recognition Week	Kershaw/Mancill
6	Resolution	MPA with Platinum for citywide ac and ice machines	Mancill
7	Ordinance 1st	Ryan's Landing MPD modification	Myers
8	Resolution	CDBG Add't Funds for housing rehab	Papa
9	Resolution	Elections	Smith
10	Appointments	BEAC Candidates	Smith
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	Ordinance 2nd	Vol. FF Pension Amendment	Alves
2	Presentation	LITE Team graduates	Bevan
3	Presentation	Storm Readiness	County Emg. Rep
4	Proclamation	TAG V Bear	Kershaw
5	Ordinance 2nd	Ryan's Landing MPD modification	Myers
6	Resolution	Crest Master Site Plan	Myers
7	Resolution	FIND Agreement	Myers
June 14, 2022 WORKSHOP MEETING			
1	Presentation	Budget Prep Series-Overview Property Tax and TRIM	Alves
2	Presentation	Safety updates-Hardening Facilities	Johnston
3	Resolution	Solid Waste	Schweers/Mancill
June 21, 2022 BUSINESS MEETING			
1	Ordinance- 1st	FLUM, DRI and PUD Amendments Town Center	Papa/Myers
2	Resolution	Solid Waste	Schweers/Mancill
June 28, 2022 SPECIAL BUDGET WORKSHOP MEETING			
1	Presentation	Council Priority and Update-SPECIAL BUDGET WORKSHOP	SAP
July 5, 2022 BUSINESS MEETING			
1	Proclamation	Parks n Rec Month	PnR
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	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	Ordinance	Memorial Markers	Cote/Grunewald
10	Ordinance	Open burn	DeLorenzo/Berryhill
11	Resolution	Final Nuisance Abatement 8/9	Grossman
12	Ordinance 1st	Animal Control amendment	Grossman
13	Presentation	Council Priority Community Center Parking	Johnston
14	Ordinance	Logo	Kershaw
15	Proclamation	Pink Army - 9/19	Kershaw
16	Resolution	Fleet Purchases	Mancill
17	Resolution	Toll Brothers Final Plat	Tyner/Leap