

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA
RESOLUTION 2017-78**

A RESOLUTION OF THE CITY OF MARATHON, FLORIDA, APPROVING A SPECIFIC PROJECT AGREEMENT UNDER THE CITY'S CONTRACT WITH THE FIRM OF RAFTELIS FINANCIAL CONSULTANTS, INC. TO COMPLETE AN IMPACT FEE STUDY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City implements Impact Fee Assessments through the Land Development Regulations (LDRs) and its normal building permit process; and

WHEREAS, Section 111.01 of the LDRs establishes the following concerning the purpose and implementation of its impact fee Ordinance:

Section 111.01. - Purposes and Intent.

The purposes and intent of the impact fee procedures are:

- A. To establish uniform procedures for the imposition, calculation, collection, expenditure and administration of impact fees imposed on new development and redevelopment.
- B. To facilitate implementation of goals, objectives and policies set forth in the City of Marathon Comprehensive Plan and Land Development Regulations relating to assuring that new impact-producing development and redevelopment contributes its fair share towards the costs of capital improvements reasonably necessitated by such growth.
- C. To ensure that new development and redevelopment is reasonably benefited by capital improvements made with proceeds of impact fees.
- D. To ensure that all applicable legal standards and criteria are properly incorporated in these procedures.

WHEREAS, on a routine basis, the City is required to assess current impact fees to, in whole or in part, form the basis for recommendations to the Council and Council actions to repeal, amend or modify this article and/or fee schedules; and

WHEREAS, Raftelis Financial Consultants, Inc. (Raftelis) have an existing Agreement with the City to provide financial services and analysis, particularly concerning wastewater and stormwater rates; and

WHEREAS, City staff requested that Raftelis provide an engagement letter to evaluate current and possible new impact fees, to update the impact fee calculations, and assist in developing modified impact fee policies; and

WHEREAS, City staff is recommending approval of the Project Specific Agreement to complete an Impact Fee Study pursuant to the requirements of the City's LDRs,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. Pursuant to the approval of this Resolution, Raftelis is authorized to develop an Impact Fee Study defined in the Scope of Work provided in the Engagement Letter attached to the Project Specific Agreement as, "Exhibit A."


Section 3. Said Project Specific Agreement is authorized in the amount of \$49,700 as established in Attachment A of Exhibit A.

Section 4. The Mayor is authorized to execute the Project Specific Agreement on behalf of the City Council.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 26TH DAY OF SEPTEMBER, 2017.

THE CITY OF MARATHON, FLORIDA



Dr. Daniel Zieg, Mayor

AYES: Bartus, Coldiron, Cook, Senmartin, Zieg
NOES: None
ABSENT: None
ABSTAIN: None

ATTEST:



Diane Clavier, City Clerk
(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:



David Migut, City Attorney

EXHIBIT "1"
PROJECT SPECIFIC AGREEMENT

PROJECT SPECIFIC AGREEMENT
Between
THE CITY OF MARATHON, FLORIDA
And
Raftelis Financial Consultants , Inc.
For
Impact Fee Study

Pursuant to the provisions contained in the “Continuing Services Agreement” between the City of Marathon, Florida (the “City”) and Raftelis Financial Consultants, Inc., (the “Consultant”) dated September 12, 2014, this Project Specific Agreement authorizes the Consultant to provide the services as set forth below:

I. Scope of Services

The Consultant shall provide engineering services to the City for the Project as described in the “Project Description” attached as Exhibit “1.”

The “Scope of Services and Project Schedule” and tasks to be provided by the Consultant for this Project are those services and tasks as further listed in Exhibit “1.”

The City may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Construction Management Services Agreement, prior to any deviation from the terms of this Project Specific Agreement, including the initiation of any extra work.

II. Deliverables

As part of the Scope of Services and Project Schedule, the Consultant shall provide to the City the following Deliverables:

SEE EXHIBIT 1

III. Term/Time of Performance

This Project Specific Agreement shall be effective on the date it is fully executed by all parties and shall continue in full force for X year (s) or until completion of the Project, unless otherwise terminated pursuant to the Construction Management Services Agreement or other applicable provisions of this Project Specific Agreement. The City Engineer or Manager, in his sole discretion, may extend the term of this Project Specific Agreement through written notification to the Consultant. Such extension shall not exceed 180 days. No further extensions of this Project Specific Agreement shall be effective unless authorized by the City Engineer or Manager.

The Consultant's services under this Project Specific Agreement and the time frames applicable to this Project Specific Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the Consultant from the City. The Consultant shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. Consultant must receive written notice from the City prior to the beginning the performance of services.

Upon receipt of the Notification of Commencement, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the Project Schedule."

IV. Amount, Basis and Method of Compensation

 N/A Lump Sum Compensation - City agrees to pay consultant compensation for performance of all services described in Exhibit "1" in the total amount of \$ N/A , plus reimbursable expenses not to exceed \$ N/A . Consultant will submit invoices for monthly progress payments in an amount equivalent to the percentage completion of the total Work.

OR

 X City agrees to pay Consultant compensation for performance of all services described in Exhibit "2" at Consultant's hourly rates as set forth in Exhibit 2, Attachment "A", up to a maximum amount not to exceed \$ 49,700.00 , plus reimbursable expenses not to exceed \$ N/A (included in gross cost) .

V. Incorporation of Terms and Conditions of Continuing Service Agreement

This Project Specific Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated September 14, 2014 between the City and Consultant as though fully set forth herein. In the event that any terms or conditions of this Project Specific Agreement conflict with the Construction Management Services Agreement, the more restrictive provision shall prevail and apply.

PAYMENT UNDER THIS PROJECT SPECIFIC AGREEMENT SHALL ONLY BE MADE FROM APPROPRIATIONS BUDGETED ON AN ANNUAL BASIS.

IN WITNESS WHEREOF, the parties have executed this instrument on this 12th day of September, 2017.

CONSULTANT:

By: Anthony Hairston
Its: Anthony Hairston, Senior Manager

CITY:

By: Chuck Buckley
Its: City Manager

ATTEST:

Diane Clavier
Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

Dilmy
City Attorney

This agreement shall be executed on behalf of Consultant by its President or a Vice President. If executed by a person other than Consultant's President or a Vice President, then attach evidence of that person's actual authority to bind Consultant to this agreement.