

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

LARRY WILLIAMS
CITY MANAGER



*Our Community is all about
Neighbors*

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING

Monday, September 28, 2015 at 7:00 p.m.

201 W. Moody Boulevard/S. Forsyth Street, Bunnell, FL 32110

A. Call the Meeting to Order and Pledge Allegiance to the Flag.

Roll Call:

Invocation for our Military Troops, First Responders and National Leaders.

B. Introductions, Commendations, Proclamations, and Presentations:

B-1 Presentation by Michael Baker International on the 60% plans for the Commerce Parkway Connector design

C. Consent Agenda:

C-1 Approval of Warrant

C-2 Approval of Minutes

a. 2015 09 14 1st Budget Hearing Minutes

b. 2015 09 14 City Commission Meeting Minutes

C-3 Approval of the FRDAP Agreement for Bunnell Municipal Campus Park, Project

C-4 Approval of FDOT Traffic Signal Maintenance Agreement

C-5 Approval of Awarding the Police Department Roofing Contract

C-6 Approval of the re-appointment of Thea Mathen to the PZA Board

C-7 Approval of the Tyler Technologies Contract Addendum

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

E-1. Ordinance 2015-08: Amending the Capital Improvements Element of the Comprehensive Plan. – Second Reading.

E-2. Ordinance 2015-09: Approval of Election Qualifying Period, Qualifying Fee, and Petition Process - First Reading.

F. Resolutions (Legislative):

F-1. Resolution 2015-32: Setting City Commission and Mayor Monthly Salaries

G. Old Business: None

H. New Business:

H-1. Settlement of Open Door Re-Entry and Recovery Ministry, Inc. v. City of Bunnell

H-2. Memorandum of Understanding with Oare Associates, LLC, concerning Right of Way dedication for Flagler Central Commerce Parkway.

H-3. Martin Luther King Day Parade Discussion.

I. Reports:

- **City Clerk:**
- **City Attorney:**
- **City Manager:**
- **Mayor and City Commissioners:**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and on our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 ext. 2307.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on September 23, 2015



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 9/28/2015

Post Dates - 9/28/2015

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
	08/31/2015	Florida Power & Light	02735-15254 - GF 201 W Moody..	001-1315020	40.21
	08/31/2015	Florida Power & Light	08456-32520 - GF - 201 W Moo...	001-1315020	591.22
	08/31/2015	Florida Power & Light	47802-16398 - GF - 201 W Moo...	001-1315020	1,201.59
	08/31/2015	Florida Power & Light	50935-93118 - GF - 201 W Moo...	001-1315020	18.55
	08/31/2015	Florida Power & Light	51926-14112 - 201 W Moody Bl...	001-1315020	145.58
	08/31/2015	Florida Power & Light	56661-53118 201 W Moody Blv...	001-1315020	195.21
	09/01/2015	Florida Health Care Plans	FHC Cobra	001-2184000	3,345.50
	09/13/2015	Claudia Leal	Hall Security Deposit Refund	001-2201000	150.00
	09/15/2015	Sun Life & Health Insurance Co...	Dental Premiums	001-2184000	3,007.83
	09/18/2015	Santana Maria Wilson	Hall Security Deposit Refund	001-2201000	150.00
	09/02/2015	Palm Coast Heating & Air Condit...	A/C Repair PD	001-1315020	139.00
	09/04/2015	Laricky Jones	Hall Security Deposit Refund	001-2201000	125.00
	09/06/2015	Alice Emanuel	Comm Ctr Security Deposit Ref...	001-2201000	125.00
					9,234.69
Department: 511 - Legislative					
	08/13/2015	Bankcard Center	Correction of Bankcard Charge	001-0511-511.4900	10.02
	09/16/2015	News Journal	Ord 2015-10	001-0511-511.4800	124.00
	09/16/2015	News Journal	Ord 2015-09	001-0511-511.4800	32.00
					Department 511 - Legislative Total: 166.02
Department: 513 - Financial and Administrative					
	08/30/2015	News Journal	News Journal Ad for RFP-Sandi ...	001-0513-513.3100	349.90
	08/31/2015	Document Technologies	LRM4Y00834 Copier Overage GF	001-0513-513.4700	6.46
	08/31/2015	Document Technologies	Copier Overage HR V22060011...	001-0513-513.4600	4.77
	08/31/2015	Document Technologies	Copier Overage HR V22060011...	001-0513-513.4700	55.37
	09/01/2015	Bankcard Center	Overnight payment to TLC	001-0513-513.4200	54.80
	09/16/2015	Capital Office Products	Office Supplies	001-0513-513.5100	39.40
	09/16/2015	Capital Office Products	Office Supplies	001-0513-513.5100	9.27
	09/16/2015	Capital Office Products	Office Supplies	001-0513-513.5100	12.87
	09/16/2015	Capital Office Products	Office Supplies	001-0513-513.5100	11.61
	09/16/2015	Capital Office Products	Office Supplies	001-0513-513.5100	5.06
	09/03/2015	DEX Imaging	Copier Overage Copy Room N2J...	001-0513-513.4700	122.05
	09/03/2015	DEX Imaging	Copier Overage Copy Room N2J...	001-0513-513.4700	45.06
	09/06/2015	GE Capital	Copier Lease - Admin 3rd Floor ...	001-0513-513.4400	89.00
	09/09/2015	News Journal	PZA Notice	001-0513-513.4800	15.92
					Department 513 - Financial and Administrative Total: 821.54
Department: 517 - Information Technology					
	06/19/2015	CDW Government	CREDIT - Part returned	001-0517-517.5200	-394.00
					Department 517 - Information Technology Total: -394.00
Department: 521 - Law Enforcement					
	04/21/2015	Boulevard Tire Center	Part & Repairs	001-0521-521.4620	224.54
	08/03/2015	Medi-Quick Urgent Care	Employee Physical - Flynn, J	001-0521-521.3400	300.00
	09/01/2015	Lynch Oil Company	PD Fuel - Blanket PO	001-0521-521.5210	490.17
	09/10/2015	Flagler Chrysler Dodge Jeep, Inc.	Door Latch - Vehicle 802	001-0521-521.4620	82.70
	09/15/2015	Lynch Oil Company	PD Fuel - Blanket PO	001-0521-521.5210	412.58
	09/03/2015	Galls - An Aramark Company	Officer Badges	001-0521-521.5220	24.00
	09/03/2015	Galls - An Aramark Company	Officer Badges	001-0521-521.5220	44.00
	09/03/2015	CDW Government	Seagate Barracuda Replacement..	001-0521-521.5200	177.08
	09/04/2015	Florida Power & Light	01235-95431 - GF PD - 601 E M...	001-0521-521.4300	5.49
	09/04/2015	Florida Power & Light	19639-02331 - GF PD - 411 S An...	001-0521-521.4300	5.49
	09/04/2015	Florida Power & Light	29732-82177 - GF PD - 201 E Dr...	001-0521-521.4300	5.49
	09/04/2015	Florida Power & Light	60520-97182 - GF PD - 205 S An...	001-0521-521.4300	5.49
	09/04/2015	Florida Power & Light	68117-21478 - GF PD - 400 S An...	001-0521-521.4300	5.49

Warrant

Payable Dates: - 9/28/2015 Post Dates: - 9/28/2015

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
	09/04/2015	Florida Power & Light	79034-46115 - GF PD - 410 S Sta..	001-0521-521.4300	5.49
	09/04/2015	Florida Power & Light	93326-99348 - GF PD - 312 S Sta..	001-0521-521.4300	5.49
	09/04/2015	Bankcard Center	Shipping	001-0521-521.4200	19.70
	09/08/2015	Lynch Oil Company	PD Fuel - Blanket PO	001-0521-521.5210	408.06
	09/09/2015	CELICO AUTO BODY	Vehicle 802 - Fix Driver's Side D...	001-0521-521.4620	258.40
			Department 521 - Law Enforcement Total:		2,479.66
Department: 522 - Fire Control					
	10/31/2014	Maudlin Daytona	CREDIT	001-0522-522.4620	-66.59
	06/03/2013	Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
	08/14/2015	Sun Country Termite & Pest Con...	Pest Control FD	001-0522-522.3400	40.00
	08/03/2015	Medi-Quick Urgent Care	Employee Physical - Bungarz, E	001-0522-522.3400	178.00
	09/01/2015	Medi-Quick Urgent Care	Employee Physical - Larocco, C	001-0522-522.3400	75.00
	09/04/2015	Florida Power & Light	95189-09859 - GF FD - 1601 Old...	001-0522-522.4300	332.14
			Department 522 - Fire Control Total:		528.55
Department: 524 - Community Development					
	08/31/2015	Document Technologies	LRM4Y00834 Copier Overage GF	001-0524-524.4700	6.45
	09/01/2015	Flagler Humane Society	Animal Intake/ Housing	001-0524-524.3400	833.33
	09/01/2015	Flagler Humane Society	Animal Intake/ Housing	001-0524-524.3400	975.00
	09/12/2015	Sprint	Cell Phone Service - CD	001-0524-524.4100	20.26
	09/16/2015	Capital Office Products	Office Supplies	001-0524-524.5100	12.29
	09/16/2015	Capital Office Products	Office Supplies	001-0524-524.5100	10.59
	09/25/2015	Dolphin Printing & Design, Inc.	September 2015 Monthly News...	001-0524-524.4700	112.24
	09/04/2015	Christopher Hughes	Fire Inspector - Fire Pay Report	001-0524-524.3401	525.00
			Department 524 - Community Development Total:		2,495.16
Department: 541 - Road and Street Facilities					
	08/28/2015	Argos Cement LLC	5 Yards of Sand for Sand Bags	001-0541-541.5300	225.50
	08/29/2015	Staples Advantage	Office Supplies	001-0541-541.5100	24.17
	08/29/2015	Staples Advantage	Epson Ink	001-0541-541.5100	-24.17
	08/03/2015	Medi-Quick Urgent Care	Drug Screen - Jenkins, S	001-0541-541.3400	48.00
	08/31/2015	Florida Power & Light	16455-03937 SPLIT - PW 301 S ...	001-0541-541.4300	193.81
	09/01/2015	Florida Power & Light	37390-07957 - GF PW - Street Li...	001-0541-541.4300	3,064.61
	09/01/2015	Florida Power & Light	37400-05982 - GF PW - Traffic S...	001-0541-541.4300	171.52
	09/01/2015	Medi-Quick Urgent Care	Employee Physical & Drug Scre...	001-0541-541.3400	123.00
	09/01/2015	Bankcard Center	Vaccum PW	001-0541-541.4610	69.99
	09/11/2015	DG Hardware, Inc.	Epoxy & Hooks	001-0541-541.5200	33.68
	09/14/2015	DG Hardware, Inc.	Drill Bits	001-0541-541.5200	21.13
	09/14/2015	O'reilly Automotive Inc	Oil Filter	001-0541-541.4620	4.19
	09/15/2015	UniFirst Corporation	Uniform Rental	001-0541-541.5220	43.96
	09/15/2015	Lynch Oil Company	Fuel	001-0541-541.5210	157.89
	09/02/2015	K & M Mower and Small Engine...	Filter & Screwdriver	001-0541-541.4640	22.58
	09/04/2015	O'reilly Automotive Inc	Air Filters - PW	001-0541-541.4640	308.97
	09/04/2015	Florida Power & Light	56811-06810 - GF PW - 208 S Pi...	001-0541-541.4300	130.28
	09/04/2015	Florida Power & Light	56821-04848 - GF PW - 202 S Pi...	001-0541-541.4300	22.74
	09/04/2015	Florida Power & Light	56831-02874 - GF PW - 200 S M...	001-0541-541.4300	68.26
	09/04/2015	Florida Power & Light	66311-06884 - GF PW - 200 S M...	001-0541-541.4300	41.08
	09/04/2015	Florida Power & Light	73276-60176 - GF PW - 212 1/2...	001-0541-541.4300	8.08
	09/04/2015	Advanced Auto Parts	WD-40 & Gauge	001-0541-541.4640	14.97
	09/04/2015	Bankcard Center	(6) Blades for 15ft Batwing Mo...	001-0541-541.4640	239.00
	09/08/2015	DG Hardware, Inc.	Gloves	001-0541-541.5200	11.69
	09/08/2015	Lynch Oil Company	Fuel	001-0541-541.5210	114.37
	09/09/2015	DG Hardware, Inc.	Calculator, Hook & Wheel Grind	001-0541-541.5200	18.36
	09/09/2015	O'reilly Automotive Inc	Oil Filter _ PW#919	001-0541-541.4620	25.53
	09/09/2015	UniFirst Corporation	Uniform Rental	001-0541-541.5220	43.96
	09/09/2015	Bankcard Center	Tiles for City of Bunnell Signs	001-0541-541.5200	74.89
			Department 541 - Road and Street Facilities Total:		5,302.04
Department: 572 - Parks and Recreation					
	08/29/2015	Staples Advantage	20 Cases of Tiolet Paper	001-0572-572.5200	168.20
	09/15/2015	DG Hardware, Inc.	Air Filter	001-0572-572.4610	17.96
	09/15/2015	UniFirst Corporation	Uniform Rental	001-0572-572.5220	14.35

Warrant

Payable Dates: - 9/28/2015 Post Dates: - 9/28/2015

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
	09/15/2015	Lynch Oil Company	Fuel	001-0572-572.5210	31.00
	09/04/2015	Florida Power & Light	14322-90094 - GF PW - 202 S Pi...	001-0572-572.4300	1,045.44
	09/04/2015	Florida Power & Light	24515-76322 - GF - 300 Citrus St..	001-0572-572.4300	78.43
	09/04/2015	Florida Power & Light	28635-95142 - GF PR - 400 E Dra..	001-0572-572.4300	149.10
	09/04/2015	Florida Power & Light	66101-01831 - GF PR / PD - 200 ...	001-0572-572.4300	464.54
	09/08/2015	Sun Country Termite & Pest Con..	Pest Control Services Facilities	001-0572-572.3400	75.00
	09/08/2015	Lynch Oil Company	Fuel	001-0572-572.5210	6.93
	09/09/2015	UniFirst Corporation	Uniform Rental	001-0572-572.5220	14.35
			Department 572 - Parks and Recreation Total:		2,065.30
Department: 590 - Proprietary - other Non-Operating Disbursements					
	09/18/2015	Intracoastal Bank	40000356 CIP Loan PAY OFF	001-0590-590.7113	248,361.75
	09/18/2015	Intracoastal Bank	40000356 CIP Loan PAY OFF	001-0590-590.7213	2,080.02
			Department 590 - Proprietary - other Non-Operating Disbursements Total:		250,441.77
			Fund 001 - GENERAL FUND	Total:	273,140.73

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 401 - ENTERPRISE FUND					
Department: 533 - Water Utility Services					
	07/31/2015	TLC Diversified Inc	Ion Exchange Construction Cont...	401-0533-533.6300	53,901.57
	07/31/2015	TLC Diversified Inc	Ion Exchange Construction Cont...	401-0533-533.6300	201,173.59
	08/18/2015	Sun Country Termite & Pest Con...	Monthly Pest Control WTP	401-0533-533.3401	30.00
	08/19/2015	Florida Power & Light	68235-93451 - WS - 1601 Old ...	401-0533-533.4300	454.59
	08/27/2015	DEX Imaging	Toner Shipping Charges	401-0533-533.4200	4.00
	08/27/2015	CDW Government	Printer and UPS for Kiosk	401-0533-533.5102	80.00
	08/27/2015	CDW Government	Printer and UPS for Kiosk	401-0533-533.5102	30.00
	08/31/2015	Sunshine State One Call of Flori...	Monthly Assessment Billing	401-0533-533.3401	17.09
	08/31/2015	Tyler Technologies	Tyler Online Bill Pay	401-0533-533.3401	360.00
	08/31/2015	Florida Power & Light	16455-03937 SPLIT - WS 301 S ...	401-0533-533.4300	96.91
	09/10/2015	DG Hardware, Inc.	Fastners	401-0533-533.5205	2.67
	09/10/2015	DG Hardware, Inc.	Nozzle & Coup Plug	401-0533-533.5205	12.14
	09/11/2015	Dumont Company, Inc.	WTP Chemicals	401-0533-533.5205	314.48
	09/11/2015	Bankcard Center	Required Maintenance of Traffi...	401-0533-533.5500	337.50
	09/12/2015	Sprint	Cell Phone Service - 8/9-9/8	401-0533-533.4100	10.13
	09/14/2015	Palm Coast Ford	Parts & Labor - UT #925	401-0533-533.4620	339.13
	09/15/2015	Lynch Oil Company	Fuel	401-0533-533.5210	61.45
	09/16/2015	Ver-E-Safe Solutions, LLC	Safety Glasses Adversary, Gray ...	401-0533-533.5205	21.00
	09/16/2015	Ferguson Enterprises, Inc.	Operating Supplies for Water &...	401-0533-533.5205	147.00
	09/16/2015	Capital Office Products	Office Supplies	401-0533-533.5102	12.99
	09/16/2015	UniFirst Corporation	Uniform Rental	401-0533-533.5220	32.59
	09/17/2015	DG Hardware, Inc.	Raincoat	401-0533-533.5205	8.99
	09/17/2015	Flagler County Clerk of Courts	Utility Lien recording Fees	401-0533-533.3300	110.00
	09/18/2015	Flagler Power Equipment	14" Ductile Iron Chop Saw Blad...	401-0533-533.5205	35.00
	09/03/2015	Florida Power & Light	23515-07823 - WS - 37 Briarwo...	401-0533-533.4300	16.28
	09/03/2015	Dumont Company, Inc.	WTP Chemicals	401-0533-533.5205	858.72
	09/03/2015	Argos Ready Mix	Concrete 4,000 psi w/Fiber Mesh	401-0533-533.4600	32.50
	09/03/2015	Argos Ready Mix	Concrete 4,000 psi w/Fiber Mesh	401-0533-533.4600	1,125.00
	09/04/2015	Florida Power & Light	08857-07703 - WS - 1605 E Mo...	401-0533-533.4300	2,986.79
	09/04/2015	Florida Power & Light	59268-64496 - WS - 1605 E Mo...	401-0533-533.4300	78.71
	09/06/2015	GE Capital	Copier Lease - WS - N2P1Z03511	401-0533-533.4400	74.49
	09/08/2015	Flagler Power Equipment	Exmark 60" Lazer E-Series Rear ...	401-0533-533.6400	8,479.00
	09/08/2015	Lynch Oil Company	Fuel	401-0533-533.5210	48.68
	09/09/2015	UniFirst Corporation	Uniform Rental	401-0533-533.5220	32.59
Department 533 - Water Utility Services Total:					271,325.58
Department: 535 - Sewer / Wastewater Services					
	01/31/2014	Miller Pipeline Corp	CREDIT on INV 392533	401-0535-535.6300	-200.00
	08/27/2015	DEX Imaging	Toner Shipping Charges	401-0535-535.4200	4.00
	08/27/2015	CDW Government	Printer and UPS for Kiosk	401-0535-535.5100	30.00
	08/27/2015	CDW Government	Printer and UPS for Kiosk	401-0535-535.5100	80.00
	08/31/2015	Sunshine State One Call of Flori...	Monthly Assessment Billing	401-0535-535.3400	17.09
	08/31/2015	Tyler Technologies	Tyler Online Bill Pay	401-0535-535.3400	360.00
	08/31/2015	Florida Power & Light	06115-08987 - WS - 501 Deen R...	401-0535-535.4300	25.18
	08/31/2015	Florida Power & Light	16455-03937 SPLIT - WS 301 S ...	401-0535-535.4300	96.91
	08/31/2015	Florida Power & Light	16525-04919 - WS - 305 S Tolm...	401-0535-535.4300	5,270.58
	08/31/2015	Florida Power & Light	27076-01973 - WS - 321 S Bay St...	401-0535-535.4300	14.69
	09/01/2015	ORMOND SEPTIC SYSTEMS	Hauling and Treatment of Biosol...	401-0535-535.3400	950.00
	09/10/2015	Oceans Fence and Rail Inc	Commercial Grade Fence - Proj...	401-0535-535.6300	2,573.61
	09/10/2015	DG Hardware, Inc.	Fastners	401-0535-535.5200	2.68
	09/10/2015	DG Hardware, Inc.	Nozzle & Coup Plug	401-0535-535.5200	12.14
	09/11/2015	Dumont Company, Inc.	WWTP Chemicals	401-0535-535.5200	1,221.83
	09/11/2015	Bankcard Center	Required Maintenance of Traffi...	401-0535-535.5500	337.50
	09/12/2015	Sprint	Cell Phone Service - 8/9-9/8	401-0535-535.4100	10.13
	09/14/2015	Palm Coast Ford	Parts & Labor - UT #925	401-0535-535.4620	339.12
	09/15/2015	Lynch Oil Company	Fuel	401-0535-535.5210	61.44
	09/16/2015	Ver-E-Safe Solutions, LLC	Safety Glasses Adversary, Gray ...	401-0535-535.5200	21.00
	09/16/2015	Ferguson Enterprises, Inc.	Operating Supplies for Water &...	401-0535-535.5200	147.00
	09/16/2015	Capital Office Products	Office Supplies	401-0535-535.5100	12.99

Warrant

Payable Dates: - 9/28/2015 Post Dates: - 9/28/2015

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
	09/16/2015	UniFirst Corporation	Uniform Rental	401-0535-535.5220	32.59
	09/17/2015	DG Hardware, Inc.	Raincoat	401-0535-535.5200	9.00
	09/17/2015	Flagler County Clerk of Courts	Utility Lien recording Fees	401-0535-535.3300	110.00
	09/18/2015	Ver-E-Safe Solutions, LLC	Rain Gear Jacket/Overall XL	401-0535-535.5200	40.00
	09/18/2015	Ver-E-Safe Solutions, LLC	Rain Gear Jacket/Overall XL	401-0535-535.5200	67.00
	09/18/2015	Flagler Power Equipment	14" Ductile Iron Chop Saw Blad...	401-0535-535.5200	35.00
	09/03/2015	Florida Power & Light	09445-94365 - WS - 2904 E Hwy...	401-0535-535.4300	11.02
	09/03/2015	Dumont Company, Inc.	WWTP Chemicals	401-0535-535.5200	359.28
	09/04/2015	Florida Power & Light	01408-42220 - WS - 237 Grand ...	401-0535-535.4300	27.60
	09/04/2015	Florida Power & Light	05365-06116 - WS - 612 N Oran...	401-0535-535.4300	14.96
	09/04/2015	Florida Power & Light	16885-09957 - WS - 103 Deen R...	401-0535-535.4300	30.03
	09/04/2015	Industrial Filter Manufacturers	Air Intake Filter Element for Bl...	401-0535-535.6400	27.46
	09/04/2015	Industrial Filter Manufacturers	Air Intake Filter Element for Bl...	401-0535-535.6400	176.00
	09/04/2015	Florida Power & Light	26391-00821 - WS - 1004 S Stat...	401-0535-535.4300	41.69
	09/04/2015	Florida Power & Light	27516-03917 - WS - 1200 Lincol...	401-0535-535.4300	50.50
	09/04/2015	Florida Power & Light	34080-03816 - WS - 410 N Ande...	401-0535-535.4300	77.01
	09/04/2015	Florida Power & Light	38244-16469 - WS - 301 S Ande...	401-0535-535.4300	247.20
	09/04/2015	Florida Power & Light	76171-09884 - WS - 1200 E Mo...	401-0535-535.4300	56.37
	09/04/2015	Florida Power & Light	82864-01883 - WS - 2250 Old ...	401-0535-535.4300	46.95
	09/04/2015	Florida Power & Light	95527-02467 - WS - 1300 S US ...	401-0535-535.4300	17.39
	09/04/2015	Bankcard Center	Plant Material (Ligustrums) Proj...	401-0535-535.5200	49.45
	09/06/2015	GE Capital	Copier Lease - WS - N2P1Z03511	401-0535-535.4400	74.49
	09/08/2015	Flagler Power Equipment	Exmark 60" Lazer E-Series Rear ...	401-0535-535.6400	8,479.00
	09/08/2015	Lynch Oil Company	Fuel	401-0535-535.5210	48.69
	09/09/2015	UniFirst Corporation	Uniform Rental	401-0535-535.5220	32.59
			Department 535 - Sewer / Wastewater Services Total:		21,549.16
			Fund 401 - ENTERPRISE FUND	Total:	292,874.74

Warrant

Payable Dates: - 9/28/2015 Post Dates: - 9/28/2015

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
	06/22/2015	Environmental Land Services	Roll Off Container FCSB	402-0534-534.3400	238.50
	08/21/2015	Sizemore Welding, Inc.	Sheet Metal Replace Crotto Can	402-0534-534.4620	189.26
	08/25/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	424.18
	08/27/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	239.74
	08/03/2015	Medi-Quick Urgent Care	Employee DOT Physical - McGra...	402-0534-534.3400	95.00
	08/31/2015	Document Technologies	LRM4Y00834 Copier Overage SW	402-0534-534.4700	12.91
	08/31/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	680.64
	08/31/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	401.41
	09/01/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	544.51
	09/10/2015	Waste Management - Deland L...	Solid Waste Dumping Fees	402-0534-534.3400	72.48
	09/10/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	556.13
	09/11/2015	Waste Management - Ormond ...	Solid Waste Dumping Fees	402-0534-534.3400	330.33
	09/14/2015	Bankcard Center	Shipping Charges for Solid Waste	402-0534-534.3400	11.22
	09/15/2015	News Journal	Solid Waste RFP	402-0534-534.4800	235.58
	09/15/2015	Lynch Oil Company	Fuel	402-0534-534.5210	719.84
	09/16/2015	UniFirst Corporation	Uniform Rental	402-0534-534.5220	17.32
	09/02/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	483.18
	09/02/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	238.80
	09/03/2015	Waste Management - Ormond ...	Solid Waste Dumping Fees	402-0534-534.3400	294.36
	09/03/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	351.24
	09/04/2015	Waste Management - Deland L...	Solid Waste Dumping Fees	402-0534-534.3400	66.00
	09/04/2015	Waste Management - Deland L...	Solid Waste Dumping	402-0534-534.3400	86.16
	09/04/2015	Waste Management - Deland L...	Solid Waste Dumping Fees	402-0534-534.3400	102.48
	09/04/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	354.03
	09/04/2015	Waste Management - Ormond ...	Solid Waste Dumping Fees	402-0534-534.3400	421.86
	09/07/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	671.35
	09/07/2015	Waste Management - Ormond ...	Solid Waste Dumping Fees	402-0534-534.3400	315.46
	09/08/2015	Waste Management - Ormond ...	Solid Waste Dumping Fees	402-0534-534.3400	473.89
	09/08/2015	Nextran	c	402-0534-534.4620	70.18
	09/08/2015	Lynch Oil Company	Fuel	402-0534-534.5210	876.21
	09/09/2015	Waste Management - Ormond ...	Solid Waste Dumping	402-0534-534.3400	497.12
	09/09/2015	Central Hydraulics, Inc.	Steel Tube to Repair Arm Garba...	402-0534-534.4620	209.87
	09/09/2015	UniFirst Corporation	Uniform Rental	402-0534-534.5220	17.32
		Department 534 - Garbage / Solid Waste Control Services Total:			10,298.56
		Fund 402 - SOLID WASTE Total:			10,298.56

Warrant

Payable Dates: - 9/28/2015 Post Dates: - 9/28/2015

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 403 - BUNNELL FLAGLER UTILITIES					
Department: 533 - Water Utility Services					
	08/31/2015	Document Technologies	LRM4Y00834 Copier Overage B...	403-0533-533.4700	25.82
	09/16/2015	Capital Office Products	Office Supplies	403-0533-533.5102	11.79
Department 533 - Water Utility Services Total:					37.61
Department: 535 - Sewer / Wastewater Services					
	08/31/2015	Document Technologies	LRM4Y00834 Copier Overage B...	403-0535-535.4700	25.82
	09/16/2015	Capital Office Products	Office Supplies	403-0535-535.5100	11.79
Department 535 - Sewer / Wastewater Services Total:					37.61
Fund 403 - BUNNELL FLAGLER UTILITIES Total:					75.22
Grand Total:					576,389.25

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	273,140.73
401 - ENTERPRISE FUND	292,874.74
402 - SOLID WASTE	10,298.56
403 - BUNNELL FLAGLER UTILITIES	75.22
Grand Total:	576,389.25

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4800	Advertising / Promo Expe...	156.00
001-0511-511.4900	Other Current Chgs & Obl...	10.02
001-0513-513.3100	Professional Services Exp...	349.90
001-0513-513.4200	Postage	54.80
001-0513-513.4400	Rental / Lease Expense	89.00
001-0513-513.4600	Repair / Maint - Service	4.77
001-0513-513.4700	Printing / Binding Expense	228.94
001-0513-513.4800	Advertising / Promo - Adm..	15.92
001-0513-513.5100	Office Supplies Expense	78.21
001-0517-517.5200	Operating Supplies	-394.00
001-0521-521.3400	Other Contract Services	300.00
001-0521-521.4200	Postage	19.70
001-0521-521.4300	Utility - Public Services	38.43
001-0521-521.4620	Repair / Maint - Vehicles	565.64
001-0521-521.5200	Operating Supplies	177.08
001-0521-521.5210	Fuel	1,310.81
001-0521-521.5220	Uniforms Exp	68.00
001-0522-522.3400	Other Contract Services	293.00
001-0522-522.4300	Utility - Public Services	332.14
001-0522-522.4620	Repair / Maint - Vehicles	-66.59
001-0522-522.5200	Operating Supplies	-30.00
001-0524-524.3400	Other Contract Services	1,808.33
001-0524-524.3401	Bldg / Fire Inspection Exp -..	525.00
001-0524-524.4100	Communications Expense	20.26
001-0524-524.4700	Printing / Binding Expense	118.69
001-0524-524.5100	Office Supplies Expenses	22.88
001-0541-541.3400	Other Contract Services	171.00
001-0541-541.4300	Utility - Public Services	3,700.38
001-0541-541.4610	Repair / Maint - Bldgs	69.99
001-0541-541.4620	Repair / Maint - Vehicles	29.72
001-0541-541.4640	Equipment Repair & Maint..	585.52
001-0541-541.5100	Office Supplies Expenses	0.00
001-0541-541.5200	Operating Supplies	159.75
001-0541-541.5210	Fuel	272.26
001-0541-541.5220	Uniforms Exp	87.92
001-0541-541.5300	Road Repair Local Option -..	225.50
001-0572-572.3400	Other Contract Services	75.00
001-0572-572.4300	Utility - Public Services	1,737.51
001-0572-572.4610	Repair / Maint - Bldgs	17.96
001-0572-572.5200	Operating Supplies	168.20
001-0572-572.5210	Fuel	37.93
001-0572-572.5220	Uniforms Exp	28.70
001-0590-590.7113	Cap Imp-Debt Serv Prin-A...	248,361.75
001-0590-590.7213	Cap Imp - Debt Sev Int - A...	2,080.02
001-1315020	Due from Muni cmplx fun...	2,331.36
001-2184000	Med/Health Employee Lia...	6,353.33
001-2201000	Deposits Paybl - CtyHall/C...	550.00
401-0533-533.3300	Recording Fees	110.00
401-0533-533.3401	Other Contract Services	407.09

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.4100	Communications Expense	10.13
401-0533-533.4200	Postage	4.00
401-0533-533.4300	Utility - Public Services	3,633.28
401-0533-533.4400	Rental / Lease Expense	74.49
401-0533-533.4600	Repair / Maint - Service	1,157.50
401-0533-533.4620	Repair / Maint - Vehicles	339.13
401-0533-533.5102	Office Supplies - Water	122.99
401-0533-533.5205	Operating Supplies Exp - ...	1,400.00
401-0533-533.5210	Fuel	110.13
401-0533-533.5220	Uniforms Exp	65.18
401-0533-533.5500	Training	337.50
401-0533-533.6300	Improvements - Other Th...	255,075.16
401-0533-533.6400	Machinery/Equipment Ex...	8,479.00
401-0535-535.3300	Recording Fees	110.00
401-0535-535.3400	Other Contract Services	1,327.09
401-0535-535.4100	Communications Expense	10.13
401-0535-535.4200	Postage	4.00
401-0535-535.4300	Utility - Public Services	6,028.08
401-0535-535.4400	Rental / Lease Expense	74.49
401-0535-535.4620	Repair / Maint - Vehicles	339.12
401-0535-535.5100	Office Supplies Expenses	122.99
401-0535-535.5200	Operating Supplies	1,964.38
401-0535-535.5210	Fuel	110.13
401-0535-535.5220	Uniforms Exp	65.18
401-0535-535.5500	Training	337.50
401-0535-535.6300	Improvements - Other Th...	2,373.61
401-0535-535.6400	Machinery/Equipment Ex...	8,682.46
402-0534-534.3400	Other Contract Services - ...	7,950.07
402-0534-534.4620	Repair/Maint Vehicles - So...	469.31
402-0534-534.4700	Printing & Binding - Solid...	12.91
402-0534-534.4800	Advertisement - Solid Was...	235.58
402-0534-534.5210	Fuel	1,596.05
402-0534-534.5220	Uniforms - Solid Waste	34.64
403-0533-533.4700	Printing / Binding Expense	25.82
403-0533-533.5102	Office Supplies	11.79
403-0535-535.4700	Printing / Binding Expense	25.82
403-0535-535.5100	Office Supplies Expenses	11.79
	Grand Total:	576,389.25

Project Account Summary

Project Account Key	Expense Amount	
None	318,740.48	
34 Rural Development (Utilities)	255,075.16	
55 Bay St Lift Station	2,573.61	
	Grand Total:	576,389.25

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

LARRY WILLIAMS
CITY MANAGER



*Our Community is all about
Neighbors*

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION FIRST PUBLIC BUDGET HEARING MINUTES

Monday, September 14, 2015 at 6:30 PM
201 West Moody Boulevard, City Commission Chambers
Bunnell, Florida 32110

(Notice was published in the County TRIM notice)

1. Call to Order, Pledge allegiance to the Flag, and Roll Call:

Mayor Robinson called the meeting to order at 6:30 p.m., led the pledge to the flag, and called the roll. All Commissioners were present.

2. Resolution 2015-28: A Resolution adopting a tentative millage rate for the levy of Ad Valorem Taxes for Fiscal Year 2015/2016:

Motion: Adopt Resolution 2015-28

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Robinson

Board Discussion: Attorney Vose read the short title for the record. Mayor Robinson read the remaining portion of the resolution.

Public Discussion: None

Vote: Motion carried unanimously.

3. Resolution 2015-29: A Resolution adopting a tentative City of Bunnell Annual Operating Budget for Fiscal Year 2015/16.

Motion: Adopt Resolution 2015-29

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Tucker

Board Discussion: Attorney Vose read the short title for the record. Mayor Robinson read the remaining portion of the resolution (excluding exhibits).

Public Discussion: None

Vote: Motion carried unanimously.

4. Adjournment:

Motion: Adjourn the meeting at 6:40 p.m.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Baxley

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

LARRY WILLIAMS
CITY MANAGER



Our Community is all about Neighbors

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING MINUTES

Monday, September 14, 2015 at 7:00PM

201 W. Moody Boulevard/S. Forsyth Street, Bunnell, FL 32110

A. Call the Meeting to Order, Pledge Allegiance to the Flag, and Roll Call:

Mayor Robinson called the meeting to order at 7:00 PM, led the pledge to the Flag and called the roll. All commissioners were present, along with the City Manager, City Attorney, and City Clerk.

Invocation for our Military Troops, First Responders and National Leaders. Commissioner Robinson led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

- B-1** Presentation by Debbie Kruck of "Ormond Strong." Ms. Kruck showed a video and invited everyone to participate in the bridge walk on Saturday, October 24th at dusk to honor the 800 troops currently deployed in Afghanistan and Djibouti.
- B-2** Presentation by Dan Davis on City of Bunnell United Way Employee Campaign Fundraising Events. Dan gave an overview of the upcoming campaign events. Kickoff lunch is Thursday, October 1st, and features free hot dogs. Celebration event is Wednesday, October 21st.
- B-3** Proclamation "Constitution Week" September 17 through 23, 2015. Mayor Robinson read the proclamation and presented to Karen Alsop, Regent of the Daughters of the America Revolution, who thanked the commission.

C. Consent Agenda:

- C-1** Approval of Warrant
- C-2** Approval of Minutes
 - a. 2015 08 24 City Commission 2nd Budget Workshop
 - b. 2015 08 24 City Commission Meeting
 - c. 2015 08 31 City Commission Special Meeting
- C-3** Approval of the piggyback of the Palatka Housing Authority Banking Services RFP dated January 2015 contract awarded to Ameris Bank
- C-4** Approval of the repair of the flooring in the Police Department building
- C-5** Approval of submission of grant application to the Flagler County Tourist Development Council for the City's Christmas event
- C-6** Approval of the Mayor to sign the EB JAG Grant letter of Support
- C-7** Approval of accepting a police vehicle donated from Flagler County Sheriff's Office

Motion: Approve Consent Agenda

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Tucker

Board Discussion: None
Public Discussion: None
Vote: Motion carried unanimously.

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

John Siebel – Thank you for approving grant request that might finally get us a pocket park. I'm here on behalf of Heritage Crossroads and myself to say thank you.

E. Ordinances: (Legislative):

E-1 Ordinance 2015-08: Amending the Capital Improvements Element of the Comprehensive Plan – First Reading

Motion: Approve Ordinance 2015-08, First Reading

Motion By: Commissioner Tucker

Seconded By: Commissioner Baxley

Board Discussion: Attorney Vose read the short title for the record. Mr. Cuthbertson went over the three changes brought on by recent FRDAP Grant applications.

Public Discussion: None

Vote: Motion carried unanimously.

F. Resolutions (Legislative):

F-1 Resolution 2015-23: Modifying the traffic pattern on Canakaris Street for the new Sheriff's Headquarters

Motion: Adopt Resolution 2015-23.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Robinson

Board Discussion: Attorney Vose read the short title for the record. Mr. Cuthbertson introduced the item. The Upholstery shop owner who was opposed to the street being closed is in favor of this option of a one-way street. Vice Mayor Rogers expressed he likes this a lot better than closing the road. You can still evacuate in an emergency whereas a closed road wouldn't have allowed for that. Commissioner Robinson felt this was a safer way to go. Mayor Robinson agreed with previous comments. Commissioner Tucker stated there is a fence around the backside, but this road doesn't provide security. He added that anyone can still buy fertilizer, diesel fuel, and rent a truck. Commissioner Baxley said he uses that road every day and finds Canakaris to be an easier way to get to Dr. Carter Blvd. He doesn't understand why we need to change the direction of this street. He feels the Nursing home is not in favor of it. Mr. Williams added this is not about security, just traffic flow. He said little traffic goes east on Canakaris.

Public Discussion: None

Vote: Motion carried by a 3-2 with Commissioners Tucker and Baxley voting against.

F-2 Resolution 2015-27: Amending the Annual Operating Budget for FY 2014/2015

Motion: Adopt Resolution 2015-27.

Motion By: Commissioner Tucker

Seconded By: Vice Mayor Rogers

Board Discussion: Attorney Vose read the short title for the record. Ms. Gurnee introduced the item. Mr. Williams and Commissioners were thankful for all of the recent actions to reduce city interest and loan payments.

Public Discussion: None

Vote: Motion carried unanimously.

G. Old Business: None

H. New Business:

H-1 PZA Board Monthly Report.

Director Cuthbertson gave a report of the activities of last month's PZA Board meeting. No action was taken as this item was only a report.

H-2 Request approval of the Parks & Rec Advisory Committee recommendation for the Halloween event

Motion: Approve Parks & Rec Advisory Committee recommendation to fund the Halloween event at \$2500.

Motion By: Commissioner Robinson

Seconded By: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

H-3 Request approval of the Parks & Rec Advisory Committee recommendation for the Christmas event

Motion: Approve the Parks & Rec Advisory Committee recommendation to fund the Christmas event at \$5,000.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Robinson

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

H-4 Request approval for the Drug Take Back Program

Motion: Approval for the Drug Take Back Program

Motion By: Commissioner Baxley

Seconded By: Commissioner Robinson

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

H-5 Request approval to write off uncollectible customer accounts in the amount of \$200,804.33 shown on the attached listing.

Motion: Approve the write off of uncollectible customer accounts in the amount of \$200,804.33 as shown on the attached listing

Motion By: Commissioner Tucker

Seconded By: Commissioner Baxley

Board Discussion: Ms. Gurnee explained that the majority of this debt has been on the books since before 2009 and 2010. Mr. Vose reiterated that we can't go after debt that old and that going after money owed by tenants is almost always uncollectable as well.

Public Discussion: None

Vote: Motion carried unanimously.

H-6 Discussion regarding amending City of Bunnell Code of Ordinances Section 66-62(1) Commercial Customer Deposits – **PULLED FROM AGENDA BY STAFF.**

H-7 Request approval of Blanket Purchase Order for ELS for FY-2015/16

Motion: Approval of Blanket Purchase Order for ELS for FY-2015/16

Motion By: Commissioner Tucker

Seconded By: Commissioner Baxley

Board Discussion: Mr. Mitrano introduced the item.

Public Discussion: None

Vote: Motion carried unanimously.

H-8 Approval of Blanket Purchase Order and approval of outstanding invoice for Environment Land Services

Motion: Approval of Blanket Purchase Order and approval of outstanding invoice for Environment Land Services and approval of SW to be able to dump at ELS the rest of FY14.

Motion By: Commissioner Robinson

Seconded By: Commissioner Tucker

Board Discussion: Discussion on whether this is budgeted. Staff explained that the money is there and budgeted, we just didn't follow our purchasing policy in approving the expenditure, and we have invoices to pay.

Public Discussion: None

Vote: Motion carried unanimously.

H-9 Utility Deposit Assistance

Motion: Approve Policy to Refund any leftover deposits back to the Aid Agency, not the Assisted Customer

Motion By: Commissioner Tucker

Seconded By: Commissioner Baxley

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

I. Reports:

- **City Clerk:** Reminders of upcoming Meetings.
- **City Attorney:** Regarding the upcoming BFCU Joint Workshop with Flagler County; after meetings with attorneys in Tallahassee, we expect a revised draft by Wednesday at noon. I'm hopeful this draft will be a more acceptable agreement.
- **City Manager:**
 - Sep 23rd, 5PM, Black Cloud, Going away party for Bill Green
 - I've met a couple times with Mr. Cuthbertson and Ms. Elliot of Habitat for Humanity. We came up with 10-12 homes for rehab and provided to Habitat
 - The Epic Church is in the planning stages of a city cleanup day
 - The County is in discussions with companies about possibly relocating to Bunnell, but we have no idea who at this point
 - Grand Reserve is out of their lawsuit and entertaining national builders
- **Mayor and City Commissioners:**
 - **Vice Mayor Rogers:** Thanked the Mayor for speaking on his behalf Sunday at the 911 event, as he was not feeling well.

J. Call for Adjournment.

Motion: Adjourn the meeting at 8:31 p.m.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Baxley

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date

City of Bunnell, Florida
Agenda Item No. C-3.

Document Date:	9/17/2015	Amount: N/A
Department:	Engineering Department	Account #:
Subject:	Bunnell Municipal Campus Park – Acceptance of Florida Recreational Development Assistance Program (FRDAP Grant Contract)	
Attachments: <i>Please number items as they will appear on the agenda.</i>	<ol style="list-style-type: none"> 1. FRDAP Standard Grant Contract with Attachments 2. Park Site Plan 	
Agenda Section:	C. Consent Agenda	
<p>Summary/Highlights: This is a request to authorize the Mayor to sign the FRDAP Grant Contract for the Bunnell Municipal Campus Park. The Grant is for \$50,000 with no matching requirement to develop a tot lot and fitness trail on the Municipal Campus upon the demolition of the modular classroom on the NW area of the premises. Administrative fees of 8% for Fred Fox Enterprises and Legal Advertisements will also be funded by the grant.</p>		
<p>Background: The City of Bunnell has been named as a Grant Recipient for the FRDAP program based upon the application approved by the City Commission last Fall for the construction of the Bunnell Municipal Campus Park.</p> <p>The Grant Contract requires the Mayor’s signature.</p>		
<p>Staff Recommendation: Authorize the acceptance of the FRDAP Grant for the development of the Bunnell Municipal Campus Park and authorize the Mayor to sign the Contract document.</p>		
City Attorney Review:		
Finance Department Review/Recommendation: N/A		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	N/A	
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/17/2015

DEP AGREEMENT NO. A6089

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
AGREEMENT FOR FISCAL YEAR 2015-2016
DEVELOPMENT OF LAND FOR PUBLIC RECREATION PURPOSES**

THIS AGREEMENT is entered into between the **STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION**, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the **CITY OF BUNNELL**, whose address is **P.O. Box 756, Bunnell, FL 32110** (hereinafter referred to as "Grantee"), a local government, in furtherance of an approved public outdoor recreation project known as **Bunnell Municipal Campus Park, Project Number A16089**. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party". For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

In consideration of the mutual covenants contained herein and pursuant to Florida Statute, section 375.075, **OUTDOOR RECREATION; FINANCIAL ASSISTANCE TO LOCAL GOVERNMENTS**, and Florida Administrative Code, chapter 62D-5, the parties hereto agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, more fully described in "**Attachment A, Grant Work Plan**", including all attachments and exhibits named herein, which are attached hereto and incorporated by reference.

Administrative Forms and Reimbursement Forms referenced in this Agreement may be found at www.dep.state.fl.us/parks/oirs/ or by contacting the Department's Grant Manager.

Prior to commencement of project, the Grantee shall submit to Department for approval all documentation and completion of responsibilities listed on "**Attachment B, Commencement Documentation Checklist**" attached hereto and incorporated by reference. Upon satisfactory approval by the Department, the Department will issue written notice to Grantee to commence the project. Unless and until the Department issues written notice of approval authorizing Grantee to commence the project, Grantee shall not incur nor charge, and the Department shall not be obligated to pay or reimburse Grantee for fees, cost, or general expenses of any kind, which incurred during the commencement approval period.

Land owned by the Grantee, which is developed or acquired with grant funds shall be dedicated in perpetuity as an outdoor recreation site by the Grantee for the use and benefit of the public as stated in Florida Administrative Code, section 62D-5.059(1). Land under control other than by ownership of the Grantee, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the project completion certificate. The project site(s) shall be open at reasonable times and shall be managed in a safe and attractive manner. This Agreement is not transferable.

2. PERIOD OF AGREEMENT:

This Agreement shall become effective upon execution by both parties and the Grantee shall complete development of the project site by **April 30, 2018** and shall remain in effect until, inclusive.

3. **FUNDING/CONSIDERATION/INVOICING:**

The Grantee shall be eligible for authorized reimbursement, in whole or in part, for cost pursuant to FRDAP guidelines regarding approved pre-agreement costs, through the expiration date of this Agreement, provided that the cost(s) meet all requirements and financial reporting of the FRDAP program and, rules and regulations applicable to expenditures of State funds, hereby adopted and incorporated by reference.

- A. As consideration for satisfactory performance rendered by the Grantee under FRDAP guidelines and the terms of this Agreement, the Department shall pay the Grantee on a reimbursement basis up to a maximum of **\$50,000.00**. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. It is further understood that grant funds may be revised by the Department due to the availability of program funds. Grant awards are contingent upon appropriation by the Legislature. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement. Changes to approved budget categories within a single deliverable that are less than 10% of the total approved deliverable budget amount will require a formal Change Order to the Agreement. Changes that are 10% or greater of the total approved deliverable budget amount, or changes that transfer funds from one deliverable to another deliverable, or changes that increase or decrease the project's total funding amount will require a formal Amendment to the Agreement.
- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment C, "Payment Request Summary Form"**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and/or pursuant to the FRDAP guidelines.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment D, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable:
 - i. Salaries/Wages – List personnel involved, salary rates and hours spent on the project in accordance with **Attachment A, Grant Work Plan**. The Grantee shall not be reimbursed for direct salaries or multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) for Grantee's employees.
 - ii. Overhead/Indirect/General and Administrative Costs – All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by the Grantee exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration.
 - a. Fringe Benefits – Shall be calculated at the rate up to **40%** of direct salaries. Actual costs not to exceed the budget amount identified in **Attachment A**. Shall not be reimbursed under this Agreement.

Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.

iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

G. If the total cost of the project exceeds the grant amount, and/or the required match, as applicable, the Grantee must pay the excess cost.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. REPORTS:

A. The Grantee shall utilize **Attachment E, "Project Status Report"**, to describe the work performed during the reporting period, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. The Project Status Reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the reporting period. It is hereby understood and agreed by the parties that the term "reporting period" shall reflect the reporting period ending May 5, September 5 and January 5. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

6. RETAINAGE:

The Department shall retain ten percent of the grant until the Grantee completes the project and the Department approves the completion documentation, pursuant to FRDAP requirements and additionally set forth in paragraphs 62D-5.058(6)(g) and (7)(d), Florida Administrative Code.

7. INDEMNIFICATION:

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. DEFAULT/TERMINATION/FORCE MAJEURE:

A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.

- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. Records made or received in conjunction with this Agreement are public records. This Agreement may be unilaterally canceled by the Department for unlawful refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, Florida Statutes (F.S.), and Section 24(a), Article I, Florida Constitution.
- D. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- A. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee

shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- B. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements contained herein, the Grantee shall comply with the applicable provisions contained in **Attachment F, "Special Audit Requirements"**, attached hereto and made a part hereof. **Exhibit 1 to Attachment F** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment F**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at 850/245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment F, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section __.210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager, except for certain fixed-price subcontracts pursuant to paragraph 3D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed

subcontract to the Department within ten (10) calendar days after execution of the subcontract. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

- B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state, college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. SIGNAGE:

Grantee must erect a permanent information sign on the project site which credits funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program. The sign must be made of appropriate materials, which will be durable for a minimum of twenty-five (25) years after the project is complete. The sign must be installed on the project site and approved by the Department before the final project reimbursement request is processed.

15. LOBBYING PROHIBITION:

In accordance with Section 216.347, Florida Statutes, the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

16. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal and state laws, and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal and state laws, and local health and safety rules and regulations. The Grantee further agrees to include this provision in all

subcontracts issued as a result of this Agreement.

17. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient.

18. CONTACTS:

Any and all notices required by this Agreement shall be delivered to the parties at the following addresses:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is:

Angela Bright	
Community Assistance Consultant	
Florida Department of Environmental Protection	
Office of Operations	
Land and Recreation Grants Section	
3900 Commonwealth Boulevard, MS# 585	
Tallahassee, Florida 32399	
Telephone No.:	850/245-2501
Fax No.:	N/A
E-mail Address:	angie.bright@dep.state.fl.us

The Grantee's Grant Manager for this Agreement is:

Mr. Larry Williams	
City Manager	
City of Bunnell	
P.O. Box 756,	
Bunnell, FL 32110	
Telephone No.:	(386) 437-7503
Fax No.:	(386) 437-7503
E-mail Address:	ljwilliams@bunnellcity.us

19. INSURANCE:

To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation Insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of its employees unless such employees are covered by the protection afforded by the Grantee. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

A. The Grantee shall secure and maintain Commercial General Liability insurance including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence. This insurance will provide coverage for all claims that may arise from the services and/or operations completed under this Agreement, whether such services and/or operations are by the Grantee or anyone directly or indirectly employed by the Grantee. Such insurance shall include the State of Florida as an Additional Insured for the entire length of the Agreement.

B. The Grantee shall secure and maintain Commercial Automobile Liability insurance for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or by anyone directly, or indirectly employed by the Grantee. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

C. If any work proceeds over or adjacent to water, the Grantee shall secure and maintain, as applicable, any other type of required insurance, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified in **Attachment A, Grant Work Plan**. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carriers.

D. All insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar day's written notice (with the exception of non-payment of premium which requires a 10-calendar-day notice) to the Department's Procurement Administrator.

The Grantee warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee.

20. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. EQUIPMENT:

Reimbursement for equipment purchases is not authorized under the terms and conditions of this Agreement.

23. **CHANGE ORDERS:**

The Department may at any time, by written Change Order, make any change in the Grant Manager information, task timelines within the current authorized Agreement period, or make changes that are less than 10% of the total approved deliverable budget. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing. Any change which causes an increase or decrease in the Agreement amount, expiration date of the Agreement, or deliverable costs that are equal to or greater than 10% of the total approved deliverable budget, shall require formal Amendment to this Agreement.

24. **QUALITY ASSURANCE:**

FRDAP funds will not be used for environmentally-related measurements or data generation on land under control of Grantee, which is being developed pursuant to this Agreement. The Grantee and subcontractors are exclusively responsible for quality assurance practices consisting of policies, procedures, specifications, standards, and documentation sufficient to produce data of quality adequate to meet project objectives. All sampling and analyses performed under the direction of Grantee or subcontractor must conform to the requirements set forth in Chapter 62-160, Florida Administrative Code (F.A.C.).

Grantee and subcontractors are solely responsible for the quality assurance practices, compliance, reporting, negligence or wrongful acts of its employees and agents regarding the environmentally-related measurements, sampling, analyses and/or data generation on land developed pursuant to this Agreement. NOTE: "Sample" refers to samples that have been either collected or analyzed on land developed pursuant to this Agreement.

25. **DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

26. **LAND ACQUISITION:** {The following provisions shall be included in all Agreements for Development when Grantee has an interest and/or right to real property where development will occur using FRDAP grant funds. }

Grantee has acquired an interest and/or right to real property, described in **Attachment A**. Such interest and/or right is subject to use in perpetuity for the purposes described in this Agreement. The following language shall be included in a Lease and/or other legal instrument regarding the Grantee's interest and/or right to real property. Any applicable recording fees are the sole responsibility of the Grantee:

"Grantee hereby agrees that the use of the property described herein (the "Property") shall be subject to the terms and conditions contained in a certain Grant Award Agreement (DEP Agreement No. **A6089**), which is attached hereto as Exhibit ___ and by reference made a part hereof (hereinafter referred to as the "Restrictive Covenants"). These Restrictive Covenants shall run with the interests and/or rights to the Property in perpetuity and be binding upon Grantee and all successive owners

(and all parties claiming by, through and under the owners) of the Property. The Florida Department of Environmental Protection ("DEP") shall be deemed a third-party beneficiary of these Restrictive Covenants in a court of competent jurisdiction. DEP shall have the authority to enforce these Restrictive Covenants in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any of these Restrictive Covenants. The failure by DEP to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of DEP to thereafter enforce such covenant or restriction. The invalidation of any one of the provisions of these Restrictive Covenants by a court of competent jurisdiction shall in no way affect any of the other provisions of these Restrictive Covenants, which shall remain in full force and effect. Venue for enforcement actions regarding these Restrictive Covenants shall be in the Circuit Court of Flagler County, Florida. Grantee agrees to incorporate these Restrictive Covenants in any subsequent Lease or other written legal instrument by which Grantee transfers or conveys interest and/or rights or any other lesser estate in the Property or any part thereof to a third party either verbatim or by making an express reference to these Restrictive Covenants. Grantee further agrees to give written notice to DEP of a change or transfer of any interest in the Property at least 20 calendar days prior to the date of such change or transfer."

"Requests for release of the Restrictive Covenants from the Property shall be directed to the Florida Department of Environmental Protection, Office of General Counsel, Attention: Contracts Attorney, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000. The request should include the DEP Agreement No. **A6089**, the total funding amount paid by the State of Florida, and the Department's Grant Manager's name."

If for any reason the above language is not incorporated into the Lease or legal instrument by which the Grantee obtained an interest and/or rights to the Property, the Grantee shall execute a separate Declaration of Restrictive Covenant (using a template obtained from the Department of Environmental Protection) that shall run with the interest and/or rights to the Property. Requests for the Declaration of Restrictive Covenant template shall be directed to the DEP Office of General Counsel, Institutional Control Attorney, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000. Prior to recording, such Declaration of Restrictive Covenant shall be reviewed, approved, and counter-signed by the Department. Any applicable recording fees are the sole responsibility of the Grantee.

27. PHYSICAL ACCESS AND INSPECTION:

Department has the right to inspect the project and any and all records related thereto at any reasonable time. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

28. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall

create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF BUNNELL

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Title: Catherine D. Robinson, Mayor

By: _____
Secretary or designee

Date: _____

Date: _____

Angela Bright, DEP Grant Manager

Grantee Attorney

Approved as to form and legality:

DEP Attorney

FEID No.: 59-6000285

* Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Commencement Documentation Checklist (2 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Payment Request Summary Form (2 Pages)</u>
<u>Attachment</u>	<u>D</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Project Status Report (2 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Special Audit Requirements (5 Pages)</u>

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**ATTACHMENT A
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
GRANT WORK PLAN**

Project Name: Bunnell Municipal Campus Park
Grantee Name: City of Bunnell

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements shown below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

TASK #1 Development of: <u>Bunnell Municipal Campus Park</u>	Amount of Costs to be Paid with Grants Funds	Amount of Costs to be Paid with Grantee Match	Deliverable and Documentation To Be Submitted Upon Completion and Before Reimbursement Can Be Approved
Task Description: Primary project elements: Construct New Playground Construct New Picnic Facilities Construct New Exercise Trail Construct New Butterfly Garden Support project elements: Install New Bike Rack Construct New Irrigation System Install New Benches Install New Trash Receptacles Grant Writing, Administration, Engineering and Property Survey	\$50,000.00	Not Applicable No Match Required	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey
TOTAL FUNDING AMOUNT	\$50,000.00	\$0.00	

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

***All work will be completed in accordance with the approved plans.**

INSTRUCTIONS FOR COMPLETING GRANT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify ALL elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement



Florida Department of Environmental Protection

ATTACHMENT B FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM COMMENCEMENT DOCUMENTATION CHECKLIST

Required Signatures: **No Signature**

Following approval of these documents, the Department will issue written authorization to commence construction or acquisition of the project.

DEVELOPMENT COMMENCEMENT DOCUMENTATION

- ____ 1. A professional site plan (detail specifications not required). A graphic document of the proposed development that shows the location of all existing and proposed buildings, facilities, etc. that is signed and dated by the project liaison. **If part of a larger simultaneous development or part of a phased project, please color code the current project elements and/or any phases/existing elements. (Site plan cannot be any larger than 11x17 or 14x17) (2 copies)**

- ____ 2. Commencement Certification (**Form DRP-107**)

- ____ 3. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be **signed and sealed** by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. (**Survey cannot be any larger than 11x17 or 14x17) (2 copies)**

- ____ 4. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title owned by the grantee, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice. Ownership and Encumbrance (O&E) Reports are also not sufficient title documentation under the grant program.**

- ____ 5. If land will be used as a match, send either a copy of the taxed assessed value or a complete appraisal (prepared in accordance with The Uniform Standards of Professional Appraisal Practices), supporting fair market value of land utilized as project matching funds. Appraisal must be no earlier than one year prior to the closing date of the application submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL). (Approved list can be found at: www.dep.state.fl.us/lands/appraisal_list.htm or call 850-245-2658).** (1 Copy)

- ____ 6. Certification of Insurance Form (Form DRP-127) at www.dep.state.fl.us/parks/OIRS.

ACQUISITION COMMENCEMENT DOCUMENTATION

- ____ 1. An appraisal prepared in accordance with The Uniform Standards of Professional Practices, supporting fair market value of land to be acquired. If the property is \$500,000 or less in appraised value, one appraisal is required. If the property exceeds \$500,000 in appraised value, two appraisals are required. The appraisal(s) shall be dated no earlier than (6) months prior to the closing date of the application submission period. **The appraisal must be prepared by an appraiser included on the list of approved appraisers maintained by the Department's Division of State Lands (DSL), (Approved list can be found at: www.dep.state.fl.us/lands/appraisal_list.htm or call 850-245-2658).** (1 Copy)

- ____ 2. A boundary survey of the project site, which includes a legal description and sketch of the site's boundaries, display known easements and encroachments, if any, be legally sufficient to identify the site, and must be signed and sealed by a professional surveyor and mapper licensed under provisions of Chapter 472, F.S. The survey must be updated to within one year of the closing date of the application submission period. **(Survey cannot be any larger than 11x17 or 14x17) (2 copies)**

- ____ 3. The results of a title search **and** the opinion prepared by a member of the Florida Bar or Licensed title insurer of the project area covering the thirty (30) year period prior to approval by Department Secretary, which attests to a clear title by the owner, with no liens, encumbrances or taxes held against the property **or** a copy of title insurance. **A warranty deed will not suffice. Ownership and Encumbrance (O&E) Reports are also not sufficient title documentation under the grant program.**

Forms may be found at our website: www.dep.state.fl.us/parks/oirs



Florida Department of Environmental Protection

**ATTACHMENT C
PAYMENT REQUEST SUMMARY FORM**

Required Signatures: **Adobe Signature**

Date: _____

Grantee _____

Project Name and Number _____

Billing Period: _____

Billing #: _____

DEP Division: _____

DEP Program: _____

	Project Costs This Billing	Cumulative Project Costs
Contractual Services DRP-116		
Grantee Labor DRP-117		
Employee Benefits (_____ % of Salaries)		
Direct Purchases: Materials & Supplies DRP-118		
Grantee Stock DRP-120		
Equipment DRP-119		
Land Value		
Indirect Costs (15% of Grantee Labor)		
TOTAL PROJECT COSTS	\$	\$

CERTIFICATION: I hereby certify that the above expenses were incurred for the work being accomplished in the attached progress reports.

Project Administrator

Date

CERTIFICATION: I hereby certify that the documentation has been maintained as required to support the project expenses as reported above and is available for audit upon request.

Project Financial Officer

Date

DEP USE ONLY

STATE FUNDING PARTICIPATION: _____%

Total project costs to date	\$
State Obligation to date	\$
State retainage (_____%)	\$
State obligation remaining	\$
State funds previously disbursed	\$
State funds due this billing	\$

Reviewed and approved by:

DEP Project Administrator

Date

Division Director or Designee

Date

ATTACHMENT D

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts*

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm



Florida Department of Environmental Protection

**Attachment E
Land and Water Conservation Fund Program
Florida Recreation Development Assistance Program
Project Status Report**

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: _____

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. **(50% of total costs must be in primary facilities).**

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

January through April:
May through August:
September through December:

Due May 5th
Due September 5th
Due January 5th

LIAISON: _____
Signature

Date

ATTACHMENT F

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", "Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/fac/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

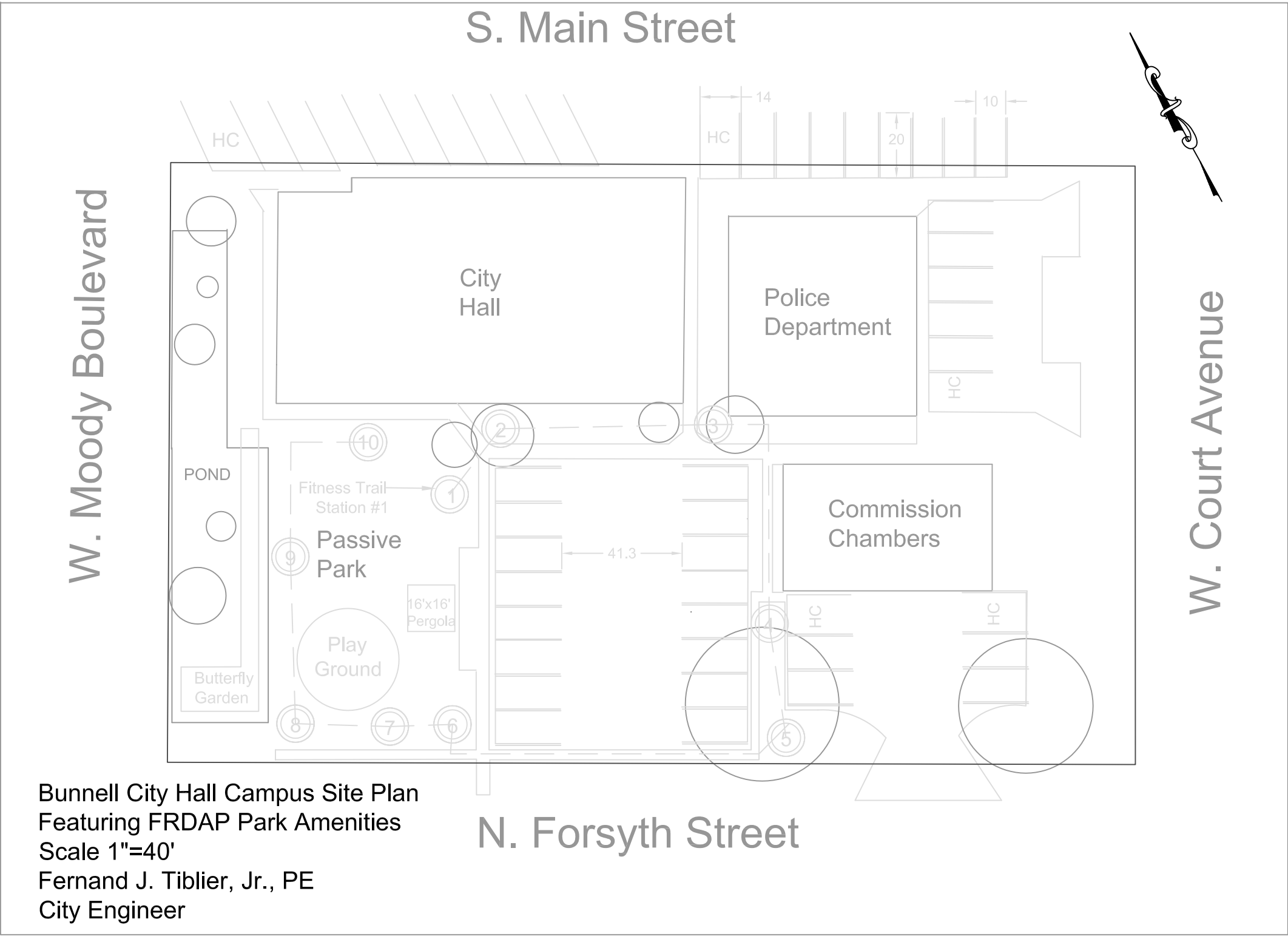
Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1711A	2015-2016	37.017	Florida Recreation Development Assistance Program	\$50,000.00	140002

Total Award					\$50,000.00	
--------------------	--	--	--	--	--------------------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



Bunnell City Hall Campus Site Plan
 Featuring FRDAP Park Amenities
 Scale 1"=40'
 Fernand J. Tiblier, Jr., PE
 City Engineer

S. Main Street

W. Moody Boulevard

W. Court Avenue

N. Forsyth Street

City Hall

Police Department

Commission Chambers

Passive Park

Play Ground

16'x16' Pergola

POND

Fitness Trail Station #1

Butterfly Garden

10

2

3

1

9

8

7

6

5

4

HC

HC

HC

HC

HC

14

20

10

41.3



**City of Bunnell, Florida
Agenda Item No. C-4.**

Document Date:	9/15/2015	Amount:
Department:	Public Works and Parks/Rec	Account #:
Subject:	Request to Approve New Contract with FDOT for Traffic Signal Maintenance (AM-467)	
Attachments: <i>Please number items as they will appear on the agenda.</i>	<ol style="list-style-type: none"> 1. New Contract (AM-467) 2. Old Contract (AM-467) 3. Exhibit A 	
Agenda Section:	C. Consent Agenda	
Summary/Highlights: The City of Bunnell currently has a State Highway Lighting, Maintenance & Compensation Agreement with the Florida Department of Transportation (FDOT) that does not expire. However, Florida Department of Transportation has provided the City of Bunnell with a new contract that includes a provision to opt out after two years.		
Background: The City of Bunnell originally signed the State Highway Lighting, Maintenance & Compensation Agreement with the FDOT on September 26 th , 2002. This agreement has no expiration date, which meant that the City of Bunnell could not opt out of the responsibility to maintain traffic signals. The new contract that FDOT has provided to the City is for 20 years; with an option to opt out after two years of notice being given that the City would like to discontinue the contract.		
Staff Recommendation: Staff recommends approval of the new contract with the Florida Department of Transportation.		
City Attorney Review:		
Finance Department Review/Recommendation:		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Choose an item.	7/20/2015
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/16/2015

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

750-010-22
TRAFFIC
OPERATIONS
04/15
Page 1 of 5

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal Signals (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 15/16						
Effective Date: July 1, 2015 To: June 30, 2016						
Maintaining Agency: City of Bunnell						
Section	MP	SR No.	Intersection	Agency	Conf.	fy15/16
73010	10.333	5 (US 1)	SR 11/100	Bunnell	TS	\$3,040.00
73010	10.779	5 (US 1)	SR 20/100	Bunnell	TS	\$3,040.00
73020	0.342	100	Bunnell Elem (Chapel St)	Bunnell	PFB	\$608.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

Total Lump Sum*:	\$6,688.00
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I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$6,688.00

 Maintaining Agency

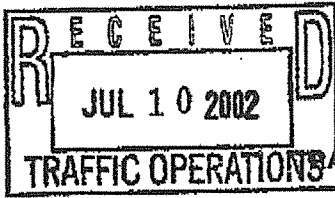
 Date

 District Traffic Operations Engineer

 Date

original agreement

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CONTRACT NO. AM4167
FINANCIAL PROJECT NO. 4301928802
F.E.I.D. NO. F596000285006

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of Sept, 2002, by and between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and The City of Bunnell Florida, herein called the "Maintaining Agency".

WITNESSETH:

WHEREAS, the Maintaining Agency has the authority to enter into this Agreement and to undertake the maintenance and operation of traffic signals or signal systems on the State Highway System, and the Department is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement; and

WHEREAS, the Maintaining Agency has authorized its undersigned representative to enter into and execute this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein to be undertaken by the respective parties hereto, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, traffic signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street name signs, and the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems upon completion of their installation. The Department agrees to pay to the Maintaining Agency, an annual compensation based on Department's fiscal year for the cost of the maintenance and continuous operation of full traffic signal locations as identified in Exhibit A. Flashing beacons, emergency signals, and school zone signals are not included. Payments will be made in accordance with Exhibit B. Should the Maintaining Agency withdraw from the compensation portion of this Agreement, the Maintaining Agency will still be responsible for the maintenance and continuous operation of the above items. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
2. The Maintaining Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended. The Maintaining Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service and routine repairs), and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
3. The Maintaining Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is capable of performing at minimum the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Maintaining Agency.
4. The Maintaining Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, or special provisions. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and signal systems to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer and be contingent upon an engineering report or documentation of engineering judgment prepared by, or for, the Maintaining Agency in accordance with Section 1A.09, Engineering Study and Engineering Judgment, of the MUTCD, recommending such changes and signed and sealed by a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall send a signed/sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by, the Maintaining Agency.
5. The Maintaining Agency shall note in the maintenance log any time/phasing changes and keep a copy of the timings and any approval documentation in a file.

6. The Maintaining Agency and the Department shall develop the Exhibit A which by this reference is made a part of this Agreement as though fully set forth herein. Exhibit A shall contain all existing traffic signals on the State Highway System, applicable to the jurisdiction of the Maintaining Entity, those that are maintained by the Maintaining Agency and those that are not included for compensation. No changes or modifications will be made to Exhibit A during the year for compensation. New signals added by the Department during the fiscal year shall be maintained and operated by the Maintaining Agency upon final acceptance as stated in paragraph 1. The Maintaining Agency and the Department, preceding each fiscal year, shall develop and execute a new Exhibit A, which shall include all new Department signals added during the previous fiscal year and delete those removed. The Maintaining Agency shall begin receiving compensation for new Department's signals in the next fiscal year. In the event that no change has been made to the previous year's Exhibit A, a statement to this effect should be included. The annual compensation will be a lump sum payment detailed in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as detailed in Exhibit B, attached and made a part hereof.

- a) Payment shall be made only after receipt and approval of service.
- b) Payment shall be made in accordance with Section 215.422, Florida Statutes.
- c) Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- d) Record of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Record of costs incurred include the Maintaining Agency's general accounting records, together with supporting documents and records of the Maintaining Agency and all subcontractors performing work, and all other records of the Maintaining Agency and subcontractors considered necessary by the Department for proper audit of costs.

7. Maintaining Agency providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

8. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar shall not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

9. A Vendor Ombudsman has been established within the Department of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792.

10. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity

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

12. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

13. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

- (a) The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than one year.

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14. The Maintaining Agency may be subject to inspections of traffic signals and traffic signal systems by the Department. Such findings will be shared with the Maintaining Agency and shall be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department shall have the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient traffic signal(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.

15. The Maintaining Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.

16. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.

17. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

18. The Maintaining Agency, to the extent allowed by Section 768.28, Florida Statutes, shall indemnify, defend, save and hold harmless, the State, the Department, any joint pole owner and all of their officers, agents and employees from all suits, actions, claims, demands, and liabilities of any nature whatsoever arising out of, because of, or due to breach of, this Agreement by the Maintaining Agency, its subcontractors, agents or employees or due to any act or occurrence of omission or commission of the Maintaining Agency, its subcontractors, agents or employees. The parties agree that this paragraph shall not waive sovereign immunity of the State of Florida, nor waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law.

19. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement shall not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.

20. This Agreement shall remain in force during the life of the original installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto.

21. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties.

22. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

The City of Bunnell, Florida
(Maintaining Agency)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: Joann B. King
(Authorized Signature)

By: [Signature]
(Authorized Signature)

Print/Type Name: Joann B. King

Print/Type Name: George Gilhoolley

Title: Mayor

Title: Director of Operations

Attest: [Signature]
(Seal if Applicable)

Attest: [Signature]

REVIEWED:

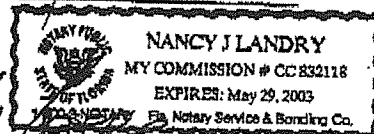
REVIEWED:

REVIEWED:

Attorney

General Counsel Attorney

General Counsel Attorney



Section	MP	SR No.	Intersection	Agency	Conf.	%	fy 03	fy 04	fy 05	fy 06	fy 07
73010	10.333	100	SR 11	Bunnell		100	\$518.00				
							\$0.00				
							\$0.00				
							\$0.00				

\$518.00

EXHIBIT B**TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT****1.0 PURPOSE**

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and Method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum in Exhibit A. The Maintaining Agency will receive one lump sum payment at the end of each fiscal year for satisfactory completion of service.

Total Lump Sum Amount for each Fiscal Year is calculated by adding all of the individual intersection amounts. The individual intersection amounts are calculated by taking the FY Unit Rate times the Percent of State Road Approaches to Total Approaches.

Example: For a intersection with 4 approaches with 2 approaches (50%) being state roads, the intersection amount will be: $\$518 \times (2/4) = \259

Unit Rates per 100% State Intersections

FY 02-03	\$ 518
03-04	\$1,599
04-05	\$2,196
05-06	\$2,262
06-07	\$2,330

Beginning FY 07-08, the Unit Rate for each fiscal year will be 3% more than the Unit Rate for the previous fiscal year, unless otherwise specified in an amendment to this Agreement.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department yearly in a format acceptable to the Department.

CITY OF BUNNELL, FLORIDA
REGULAR MEETING OF THE BUNNELL CITY COMMISSION
Tuesday, July 2, 2002
7:00 P.M.

1. Call to Order, Salute to the Flag, Roll Call.

JOANN B. KING

JAMES MARQUIS

FLYNN EDMONSON

CATHERINE ROBINSON

DAISY HENRY

LYNDON L. BONNER

CARLA SWAIN

SIDNEY NOWELL

MAYOR

VICE MAYOR

COMMISSIONER - Late 7:07PM

COMMISSIONER

COMMISSIONER

CITY MANAGER

CITY CLERK

CITY ATTORNEY

2. Approval of minutes.

Regular Meeting of June 18, 2002. Motion to approve was made by Commissioner Robinson and seconded by Commissioner Marquis. Motion unanimously carried.

3. Ordinances, Resolutions and Hearings.

NONE.

4. Old Business:

- A. Discussion/action concerning FDOT Street Light Contract - Mr. Bonner. Discussion followed. Motion to approve the contract with amended language - to include the amount of \$2,775 and the contract listed as State Highway Lighting, Maintenance, and Compensation Agreement - was made by Commissioner Marquis and seconded by Commissioner Robinson. Motion unanimously carried.
- B. Discussion/action concerning FDOT Traffic Signal Contract - Mr. Bonner - Discussion followed. Motion to approve the contract - Traffic Signal Maintenance And Compensation Agreement - was made by Commissioner Henry and seconded by Commissioner Edmonson. Motion unanimously carried.
- C. Discussion/action concerning the City's Policies and Procedures manual - Mr. Bonner - Tabled by consensus of the Board.

5. New Business.

- A. Discussion/action concerning ratification of the implementation Chief Davis' proposal Booe/Pine – Mayor King – Motion to ratify was made by Commissioner Robinson and seconded by Commissioner Marquis. Motion unanimously carried.
- B. Discussion/action concerning unsafe and derelict buildings in the City of Bunnell (Dennis Hunt – Code Enforcement Officer)– L. Bonner – Discussion followed. More information to follow.

6. Reports.

- A. City Manager – discussion of Budget Workshop dates followed. Dates decided on were as follows: July 8 – 7:00PM, July 15 – 7:00PM, July 18 – 7:00PM, July 22 – 7:00PM, July 23 – 6:00PM and July 30 – 6:00PM.
- B. City Attorney – discussion followed concerning the letter of resignation from Chimento & Associate. Motion was made by Commissioner Edmonson to hire Sidney Nowell as temporary City Attorney for a period of 60 days and in this interim the City will advertise for competitive bids. Terms of the contract will be the same as in the original one with Chimento. The motion was seconded by Commissioner Henry. Motion unanimously carried.
- C. City Clerk – none.
- D. Committees – Beautification presented residence of the month to Richard and Debbie Bancroft and business of the month to Quality Roofing. Paul Fell asked for a Commissioner to sit ex-officio on this board and for at least 2 more members be added. Holiday Fest tentatively set for December 20. City entrance signs not ready. The committee will meet regularly on the 4th Thursday of each month. Paul also asked for a city map for each member. Highway of Flags will be reinstated.

7. Commissioners' Comments

Mayor King – reminded community to attend the 4th of July parade in Flagler Beach.

8. Public Comments.

(Limited to 3 minutes on items not listed on the agenda.)

Rusty Richard

Iona Moody

John Seibel representing the Chamber of Commerce.

Art Barr – gave information concerning the new location suggested for the County Admin. Facility. A Workshop is set for July 8 – 6:00PM to put together a presentation to present to the County Commissioners with location suggestions from the City and Chamber of Commerce.

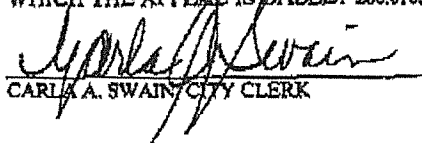
Delores Hall let the Commission know that Meet the Candidate Night will be held at City Hall August 19th at 6:00PM.

9. Adjournment.

Motion to adjourn was made by Commissioner Robinson and seconded by Commissioner Marquis. Motion unanimously carried. Meeting adjourned at 9:07PM.

THIS AGENDA IS SUBJECT TO CHANGE WITHOUT NOTICE. PLEASE SEE POSTED COPY AT CITY HALL.

NOTICE: IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION OR ANY OF ITS BOARDS, WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OF SUCH BOARDS OR COMMISSION, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR THIS PURPOSE HE OR SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. 286.0105 FLORIDA STATUTES


CARLA A. SWAIN, CITY CLERK


JOANN B. KING, MAYOR

Section	MP	SR No.	Intersection	Agency	Conf.	%	fy 03	fy 04	fy 05	fy 06	fy 07	fy 08	fy 09
73010	10.833	5 (US 1)	SR 11/100	Bunnell	x	100	\$518.00	\$1,599.00	\$2,196.00	\$2,262.00	\$2,330.00	\$2,400.00	\$2,472.00
73010	10.787	5 (US 1)	SR 20/100	Bunnell	x	100	\$0.00	\$0.00	\$2,196.00	\$2,262.00	\$2,330.00	\$2,400.00	\$2,472.00

\$518.00 \$1,599.00 \$4,392.00 \$4,524.00 \$4,660.00 \$4,800.00 \$4,944.00



City of Bunnell, Florida
Agenda Item No. C-5.

Document Date:	9/16/2015	Amount:	
Department:	Community Development Department	Account #:	
Subject:	Request approval to award roof repair bid on the Bunnell Police Department (Building 2) at 201 West Moody Blvd.		
Attachments: <i>Please number items as they will appear on the agenda.</i>	<ol style="list-style-type: none"> 1. Quote from Sun Coast Roofing 2. Quote from Advanced Commercial Roofing 3. Response to RFP from Advanced Commercial Roofing. 		
Agenda Section:	C. Consent Agenda		
Summary/Highlights: This is a request to award the roof repair for the Bunnell Police Department roof at the new City Hall.			
Background: The roof on the Bunnell PD is leaking. Staff obtained 2 quotes for this work, and both were over the bid limit so we published an RFP in accordance with our purchasing policy. We placed an ad in the newspaper as well as posting the RFP on Demand Star. We received only one bidder response to the RFP. The response is from Advanced Commercial Roofing. This is the same company that re did the roof on the main building here and the main building has no leaks. They propose to provide a 20 year material and 5 year labor warranty on the PD roof.			
Staff Recommendation: Approval to award roof repair to Advanced Commercial Roofing in the amount of \$19,672.00			
City Attorney Review: N/A			
Finance Department Review/Recommendation: This project has been included in the FY 2015/ 2016 Budget.			
Approver Name:	Approval Status:		Date:
Stella Gurnee, Finance Director	Approved		9/16/2015
Sandra Bolser, City Clerk	Approved for the 2015 09 28 Agenda		9/16/2015

SUN COAST ROOFING

CCC 1329155

www.suncoastroofing.net



Submitted To: Nick Carbertson Phone: 386-437-7516 Date: 8-24-15

Address: _____ Job Name: _____

201 W Moody Blvd building #2

City, State, Zip: Bunnell, FL 32110 Job Address: _____

TYPE OF ROOF: Shingle Metal Tile Bobled

Remove Existing roof.(If applicable 1? layers) Replace any damage plywood at a cost of \$ 50 per sheet and decking at \$ _____ per linear foot
Replace any damaged Fascia and Sub Fascia at \$ 2.00 per linear foot

Install: Drip Edge: Plumbing Boots: Ridge Vents: _____ Vents: _____

Valley Flashing: _____ Wall Flashing: Metal Colors: _____ Cobra: _____

Shingles: Install 3-Tab Shingles Lifetime Architectural Ultra-Lifetime Architectural

Brand: TPO Color: _____

Metal: 5v Crimp PBR Metal Standing Seam Metal

Tile: Manufacturer _____ Series _____ Color _____

Underlayment: insul board

Comments: Remove entire roof system, re-nail and replace all bad decking install all new parapet + drip edge metal. Price is based on 1 layer of roofing, additional layers will affect price 1% percent.

Sun Coast Roofing Warranty: 10 Years Labor guarantee against Leaks.
Manufacturers Labor Warranty: 20 Years ("Systems Plus" or "Golden Pledge")
Manufacturers guarantee on material 50 Years

Re-nail all decking with 8d ring shank nails per Florida building code. All material is guaranteed to be specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Sun-Coast Roofing Services will clean up and haul away all job related debris., Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements are contingent upon strikes, acts of god, accidents, or other delays beyond control. Owner is to carry fire, tornado and other building insurances. Our workers are fully covered by workmen's compensation insurance.
Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, or supplier for an alleged construction defect in your home. Sixty days before you file you must deliver to the contractor, subcontractor or supplier a written notice of any construction conditions you allege are defective and provide your contractor, subcontractor or supplier the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor, subcontractor or supplier. There are strict deadlines and procedures under Florida Law

Sun-Coast Roofing: Bob Carbertson 386-690-3981 Date: 8-24-15
386-956-4821

Client Signature: _____ Date: _____

PRICE \$ 50,800.00 Price includes material, labor and permitting

Notes:

First Warranty / Maintenance Service to be performed within 30 days of completion of roof

SUN-COAST Roofing Services has the right to cancel this contract for any reason, at any time, even after the contract is signed by the purchaser, prior to the starting of any job. We are not responsible for cracked driveways. Should it become necessary for purposes of enforcing this contract, for contractor to incur any expenses and become obligated to pay any attorney's fees and court costs, purchaser agrees to reimburse contractor all such expenses including interest (18%APR), attorney's fees and court costs. Past due invoices of 30 days or greater, all unpaid balances will carry an interest rate of 18% APR or 1.5% APR per month.

ADVANCED **COMMERCIAL ROOFING**

Roof Proposal For:
City of Bunnell
Police Department
Mick Cuthbertson
8/24/2015
Project #
201 West Moody Blvd
Bunnell, FL 32110

Quality Above All

Toll Free

(800) 543-8881

Columbus, OH	Louisville, KY	Waverly, FL
(614) 654-1205	(502) 361-8881	(863) 438-8881
Muncie, IN	Detroit, MI	Chicago, IL
(765) 288-8881	(734) 506-8850	(847) 238-2029

ADVANCED **COMMERCIAL ROOFING**

August 24, 2015

**Mick Cuthbertson
Community Development Director
City of Bunnell-
Police Department
201 West Moody Blvd
Bunnell, FL 32110**

Dear Mr. Cuthbertson:

Thank you for this opportunity to assist you in solving your roofing problems. Within this proposal you will see the causes of your roofing issues, along with several options to remedy them. I encourage you to explore each section to learn why Advanced Commercial Roofing has the best detail-oriented solution for your roof.

Advanced Commercial Roofing, founded in 1984, strives to provide quality customer service. In fact, repeat and referral customers are our number one source of new business. Advanced Commercial Roofing utilizes the Advantage Systems “cold-process” built up roofing system, resulting in a monolithic, seam-less roof.

Advanced Commercial Roofing is licensed, insured and bonded with satisfied customers all over the eastern United States. Whether you need re-roofing, repairs or roof maintenance, Advanced has a solution for your particular needs. I thank you once again for your interest in Advanced Commercial Roofing and look forward to serving your roofing needs.

**Sincerely,
Ron Scoles**



Notice the many seams and laps of the Modified Bitumen roofing system. The most common problem with this system is seam failure brought on by thermal shock, the expansion and contraction of the roof. When this happens, water is then able to enter the seams; combined with hydrostatic pressure, the seams can open even further.



The metal cap is failing, pulling loose in places or not retaining contact to the wall in others. We propose to use raised metal drip-edge on three sides to direct all water flow to the gutter.



Membrane flashing problems represent the most common example of roof failure. The flashings in this area have failed, and patching is a temporary solution at best. We propose to remove the loose and deteriorated flashings and install the Self Flashing Flexbond Roofing System to eliminate such problems.



Notice the cracked and alligatored condition of the surface bitumen; this is the first step in the deterioration process. When this happens water is then able to enter the cracks and combined with thermal shock the bitumen can become dislodged.



Some of the HVAC units do not have condensation lines with some leaking from the pan. Consequently there is water constantly on the roof which leaches the oils from the roof and can allow the plants to grow and deteriorate the roof. We propose installing the condensation lines and repairing any damage to the roof.

Flat Application



The first layer of Modified Asphalt acts as a leveling compound and totally adheres the new roof



Monolithic- No seams to fail

ADVANCED
COMMERCIAL ROOFING

Available with Several Reflective Surface Options



Roof Preparation

Advanced Roofing knows that the successful installation of a quality roofing system takes careful planning and execution. Our attention to detail begins early in the project, during the preparation stage. Proper preparation of the existing roof surface is crucial to the correct installation of any roofing system. Below you will see the steps Advanced Commercial Roofing will follow before installing your new roof system.

- 1). Remove disused penetrations. Replace any deteriorated substrate materials (see note 3 in “Terms” section).**
- 2). Sweep and clear any remaining debris from roof.**
- 3). Repair breaches in the existing roof membrane and associated flashings.**
- 4). Check roof deck for drainage and install additional roof drains as needed (see note 3 in “Terms” section).**

Special Notes:

Our quotes include installing raised metal drip edge on the North, East, and West sides. We will also install new commercial combination drip-edge gutter on the South side of the building.

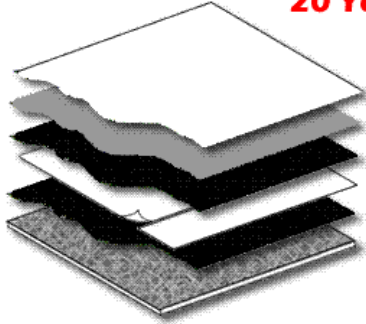
Non-Prorated Warranty Options

Option 1

Section: Investment: Lifecycle Cost
per Year:

Roof Care Supreme

Warranty
20 Year Material 5 Year Labor



Elastomeric White Coat
Elastomeric Grey Coat
Modified Asphalt Mastic
Flexbond Polyfiber Membrane
Modified Asphalt Mastic
Old Roof Surface

Entire Roof	\$26,007	\$1,300
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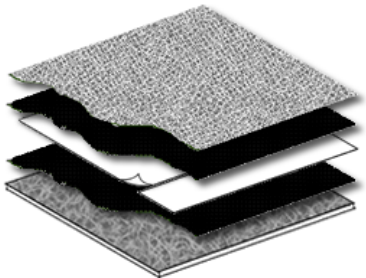
207 Mil Application Rate

Option 2

Entire Roof	\$19,672	\$983
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Roof Care Elite

Warranty
20 Year Material 5 Year Labor



Sungard Aluminium Chips
Modified Asphalt Mastic
Flexbond Polyfiber Membrane
Modified Asphalt Mastic
Old Roof Surface

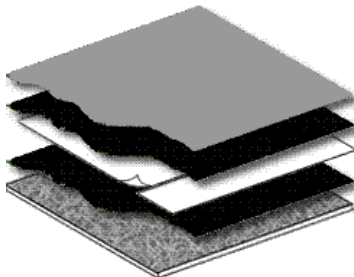
162 Mil Application Rate

Option 3

Entire Roof	\$19,409	\$1,617
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Roof Care Premier

Warranty
12 Year Material 5 Year Labor



Solar Shield Aluminium Coating
Modified Asphalt Mastic
Flexbond Polyfiber Membrane
Modified Asphalt Mastic
Old Roof Surface

171 Mil Application Rate



Roof Asset Management Program

A new roof or a repaired roof should be maintained.
Maintained roofs last up to twice as long
We offer three options to meet your needs and budget

- The **Supreme Program** is for maintaining new roofs over extremely leak sensitive environments
- The **Premier Program** is for extensively repaired roofs and new roofs. This program meets NRCA recommendations
- The **Standard Program** is for repaired roofs and new roofs when budget restraints dictate the lowest cost option

Supreme	Premier	Standard
Entire Roof \$1,645	Entire Roof \$888	Entire Roof \$494
<ol style="list-style-type: none">1. 4 annual inspections2. Written evaluation report3. Clean debris from roof, gutters, and drains4. 5 year budget report5. Caulk & flashing repair6. Split & seam repairs7. 4 free non-warranty leak responses (No trip charge)8. 48 hr. response for non-emergency repairs9. Same day(24 hr) response for emergency repairs (severe weather)10. Maintains the labor warranty to the extent of the material warranty	<ol style="list-style-type: none">1. 2 annual inspections2. Written evaluation report3. Clean debris from roof, gutters, and drains4. Written budget for repairs5. Split & seam repairs6. 2 free non-warranty leak responses (No trip charge)7. 48 hr. response for non-emergency repairs8. Priority scheduling for emergency repairs (severe weather)9. Maintains the labor warranty to the extent of the material warranty	<ol style="list-style-type: none">1. Annual inspection2. Written evaluation report3. Clean debris from roof, gutters, and drains4. Written budget for repairs5. 48 hr. response for non-emergency repairs6. Priority scheduling over non R.A.M.P customers (severe weather)



References

Advanced Commercial roofing has been serving our customers for over two decades. Here is just a small sample of some of our satisfied customers:

CCX Corporation

Budget Rent-A-Car

United States Can Company

United Van Lines

Continental Paper

Wickes Lumber

Savannah Foods

Iroquois Product

Baier Publishing

Volunteer's of America

Garage Doors of Indy

United Building Centers

Rexnord Corporation

The Florida Day Movers

Franklin Communications

Handy Andy Stores

Trinity Services, Inc.

Mark's Heating and Air

Grand Appliance Company

Foley Cadillac Rolls Royce

Napleton Cadillac

Patrick Cadillac

Craftwood Lumber

Key Plastics

Victory Spud

Midwest Warehouse

Army Corp of Engineers

Peerless Pump



Terms

Thirty-five percent deposit due upon execution of contract. Balance is due upon completion of roof system. In the event a reflective coating is to be applied; ten to twenty percent of the contract will be held back by the customer until reflective coating is applied, and then balance is due upon completion.

1. Contractor provided General Liability and Workers Compensation Insurance on all employees
2. Contractor License Numbers: C151460S, 104-00046460, 0004692, CCC057584.
3. Removal and closure of disused penetrations and replacement of any deteriorated substrate to be billed separately at a rate of \$85.00 per man hour plus material. Customer to be consulted in advance.
4. Roofing debris to be placed in customer supplied dumpster.
5. Reflective coating, if selected, to be completed after all other items completed, a minimum cure time of ten to twenty weeks.
6. Prices include all applicable imputed taxes. No additional tax will be charged.
7. Warranty not in effect until balance paid in full; warranty is for leaking and is not a cosmetic warranty.
8. If Aluminum chip surface is selected customer acknowledges likelihood of excess chips being blown from the roof. Customer agrees that ACR is not responsible for aluminum chips after job completion.

Fill out form below, sign, and fax back to our corporate office at 765-288-9551.

Company Name: City of Bunnell-Police Dept- 61

Contact Name: Mick Cuthbertson

Contact Title: Community Development Director

Phone # 386-437-7516

800-543-8881
www.acr1.com

Please select the options you prefer:

Project Number	Roof Section:						
Check Choice		Re-roof option 1		Re-roof option 2		Re-roof option 3	Re-Roof Investment: \$
Check Choice		Supreme R.A.M.P.		Premier R.A.M.P.		Standard R.A.M.P.	Annual Budget: \$

Signature: _____ Date: _____

Repeat and Referral Customers are Our Number One Source of New Business!

Original

CITY OF BUNNELL



**REQUEST FOR PROPOSAL FOR ROOF REPAIR BUNNELL POLICE
DEPARTMENT
PROPOSAL NO. 2015-05**

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING BIDS FOR ROOF REPAIR FOR THE BUNNELL POLICE DEPARTMENT BUILDING. NOTICE SHALL BE POSTED IN THE LOCAL NEWSPAPER, CITY OF BUNNELL WEBSITE AND LISTED ON DEMAND STAR. ALL BIDS ARE SOLICITED AND SHALL BE MADE PURSUANT TO ORDINANCE 2009-40, AND ALL BIDS WILL BE EVALUATED IN ACCORDANCE WITH THE PROVISIONS THEREOF. ORDINANCE 2009-40 IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL, 201 W. MOODY BLVD., BUNNELL, FL 32110.

YOU ARE HEREBY INVITED TO SUBMIT A SEALED PROPOSAL TO PROVIDE ALL INFORMATION REQUESTED IN THE ATTACHED SPECIFICATIONS TO THE CITY OF BUNNELL, BUNNELL, FLORIDA.

SUBMIT BIDS TO:

SANDRA BOLSER – CITY CLERK

MAILING ADDRESS:

P. O. Box 756
Bunnell, Florida 32110

WALK-IN DELIVERY ADDRESS:

201 W. Moody Blvd
Bunnell, Florida 32110

TIMETABLE:

Date of Distribution: **08/28/2015**
Last Date of Inquiries: **09/10/2015**
Bids Due: **09/14/2015**

LOCATION:

City of Bunnell 201 W. Moody Blvd Bunnell, FL 32110

BIDS DUE BY:

2:00 PM EST 09/14/2015 after which time they will be publicly opened and read aloud.

Bidders must indicate on the sealed envelope the following:

- A. Title of Proposal: Roof Repair Bunnell Police Department**
- B. Request for Proposal Number: 2015-05**
- C. Hour and Date of Opening: 2:00 PM on 09/14/2015**
- D. Name of Bidder**

GENERAL CONDITIONS

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

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids or Proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 10 days after bid/proposal opening, whichever occurs first. Section 119.071, F.S.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Proposal (RFP) number, title, opening date and name of bidder shall be clearly displayed on the outside of the sealed envelope. The delivery of said proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must be submitted in writing and as prescribed by the City. No other forms will be accepted. Electronic, telephone, telefax, and telegraph proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

DELAYS: The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website www.bunnellcity.us and Demand Star www.demandstar.com.

ADDENDUM: Should revisions to the RFP documents become necessary, the City will post addenda information on-line at the City of Bunnell Website www.bunnellcity.us and Demand Star www.demandstar.com. All Proposers should check the DemandStar website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

EXECUTION OF RFP: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any Proposal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Proposals shall be opened at the time, date, and place specified in the RFP, and the name of the Proposer shall be read aloud publicly.

RFP TABULATION: Any Proposer wishing to receive a copy of the RFP tabulation is required to enclose a stamped, self-addressed envelope with their Proposal. The RFP tabulation will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to Mick Cuthbertson, Community Development Director, unless otherwise specified in the RFP. Those interpretations which may affect the eventual outcome of this Proposal will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

MINORITY POLICIES: The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

ADDITIONAL TERMS AND CONDITIONS: The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any purchase order or contract issued pursuant to an RFP and the monies which may become due hereunder are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The vendor shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the vendor's or supplier's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors or contractors; or to reject any and all Proposals or waive any minor irregularity or technicality in the Proposals received.

LOCAL VENDOR POLICY: The City of Bunnell shall give local bidders preference not to exceed five percent of all purchases under \$500,000, up to five percent for construction projects over \$500,000 and up to five percent for contracts under the Consultant's Competitive Negotiation Act. These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes.

EQUAL EMPLOYEMENT OPPORTUNITY: Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination on the basis of race and color as well as national origin, sex, or religion.

The CITY OF BUNNELL reserves the right to accept or reject any and all responses, to waive irregularities, and to re-advertise as may be determined to be in the best interest of the City.

**CITY OF BUNNELL
Request for Proposal
Roof Repair Bunnell Police Department**

The City of Bunnell in compliance and in accordance with the provisions of the Consultants Competitive Negotiation Act, Section 287.055, Florida Statutes, and Section 287.057, Procurement of Contractual Services, Florida Statutes, is seeking ROOF REPAIR for the City of Bunnell by a State of Florida licensed roofer pursuant to Part XVI, Chapter 468. Florida Statute for the City of Bunnell.

The document package necessary for participating in this RFP may be obtained on-line at the City of Bunnell's website, www.bunnellcity.us or at DemandStar, www.demandstar.com , or by calling Onvia DemandStar Services at (800) 711-1712. If you have any difficulty obtaining the RFP documents, the RFP package can be obtained by email from Sandi Bolser, City Clerk, at the City of Bunnell at sbolser@bunnellcity.us.

Prospective bidders may call Mick Cuthbertson at (386) 437-7516 to arrange to inspect the roof between the hours of 9:00 AM and 3:00 PM. The last day for inspection of the site will be Wednesday, 09/09/2015.

All Responders shall submit one (1) **original** and five (5) **bound** copies of their documents on letter size paper in a sealed envelope or package along with a CD or DVD containing a digital copy of the full response. All Responders shall include Conflict, Non-Conflict of Interest Statement/Litigation Statement, Statement of Insurance Compliance, Responders Certification Form, Completed Fee Proposal Page, and copy of IRS Form W-9. The proposal must be submitted no later than **Friday, 09/14/2015 AT 2:00 PM EST.**

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission. It is anticipated that the contract shall provide for a one-month term.

GENERAL INSTRUCTIONS

- Inquiries: Questions may arise as firms are preparing their proposals. Please direct questions in writing to: [Mick Cuthbertson](mailto:mcuthbertson@bunnellcity.us), Community Development Director
PO Box 756
Bunnell, FL 32110
386-437-7516
mcuthbertson@bunnellcity.us
- Signature Requirements: Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- Proposal Delivery: The City of Bunnell must receive one (1) original and five (5) bound copies of their documents on letter size paper in a sealed envelope or package along with a CD or DVD containing a digital copy of the full response no later than, **Friday, 09/14/2015 AT 2:00 PM EST** at Bunnell City Hall, Physical Address: 201 W. Moody Blvd., Bunnell, FL 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110. Proposals shall be addressed to Sandra Bolser, City Clerk.
- Addenda and Supplements to the Request for Proposal (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be posted online at the City of Bunnell's website, www.bunnellcity.us and Demand Star, www.demandstar.com
- Rejection Rights: The City of Bunnell reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- Cost of Proposal Preparation: No reimbursement will be made by the City of Bunnell for any costs incurred in the preparation of the proposal or presentation.
- Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION

INFORMATION TO BE SUBMITTED:

One (1) **original** and five (5) **bound** copies of documents on letter size paper along with a CD or DVD containing a digital copy of the proposal, which must include the following information:

1. Cover Letter: The cover letter shall be addressed to Sandra Bolser, City Clerk
2. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
3. Completed Drug-Free Workplace Certification
4. Copy of firm's certificate of insurance.
5. Completed Responder's Certification
6. Completed Fee Proposal Page
7. Copy of W-9
8. Details: Font size 12 - Times New Roman; Spacing 1+; **40 single page Limit. Total Page limit includes (7) described forms.(OPTIONAL)**

Evaluation Criteria: The CITY OF BUNNELL shall be the sole judge of its own best interests, the responses, and the resulting agreement. A ranked short list may be presented to the CITY OF BUNNELL Board of Commissioners or the selection committee may choose to recommend one or more Respondents. Award(s) will be made to the Responder(s) who presents the best value to the CITY OF BUNNELL based on the entire evaluation process and all the information gathered. Evaluation factors are based on the ability of the Responder to efficiently perform the Scope of Services and the information obtained from the responses to this Request for Qualifications.

Selection Process: A designated selection committee will review and evaluate responses to this RFP that a firm submits for and will rank the proposals based on the evaluation criteria. The proposal shall be organized to generally conform to the following, as these will constitute the basis of evaluation:

The Committee shall designate no less than three of the most qualified proposers based on rankings to be considered for continuing contracts. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. It is intended to rank the firms individually then a tally of all scores will be submitted to the Commission for final selection. Final contracts will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

CITY OF BUNNELL
Request for Proposal
ROOF REPAIR BUNNELL POLICE DEPARTMENT
SCOPE OF SERVICE

I. General Purpose and Introduction: The general purpose of the submitted proposal is to provide services for the roof repair and other services related to the Police Department roof on the building located at 201 W. Moody Blvd., Building #2.

II. Scope of Services

- A. Remove disused penetrations. Replace any deteriorated substrate materials.
- B. Sweep and clear any remaining debris from the roof.
- C. Repair any breaches in the existing roof membrane and associated flashings.
- D. Check roof deck for drainage and install additional roof drains as needed.
- E. Install raised metal drip edge on the North, East and West sides of the building.
- F. Install new commercial combination drip-edge gutter on the South side of the building.
- G. Order of application of materials: 1. Modified asphalt mastic; 2. Flexbond polyfiber membrane; 3. Modified asphalt mastic; 4. Sungard aluminium chips.

III. Calendar of Events

- A. 08/28/2015 Request for Proposal (RFP) Release Date
- B. 09/14/2015 RFP Due no later than **2:00 PM EST** at the Bunnell Government Complex 201 W. Moody Blvd., Bunnell, FL 32110
- C. 09/15/2015 Evaluating Committee Review
- D. 09/28/2015 City Commission reviews Evaluating Committee recommendation and approval of selected firm
- E. 10/01/2015 Selection and Commencement of Services

The above schedule may be changed solely at the City's discretion.

IV. Minimum Qualifications

- A. The vendor must provide their State of Florida roof contractor's license number.
- B. Evidence of General Liability Insurance and errors and omissions Insurance for a minimum of \$1,000,000 must be provided.
- C. Evidence of Workers Compensation insurance must be provided.
- D. Documented work experience for a project of this scope and size must be provided as well as references.
- E. The vendor must be a registered contractor with the City of Bunnell and have a valid business tax receipt (BTR).

V. Response Format and Content

ALL PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE. THE REQUEST FOR PROPOSAL (RFP) NUMBER, TITLE, OPENING DATE AND NAME OF BIDDER SHALL BE CLEARLY DISPLAYED ON THE OUTSIDE OF THE SEALED ENVELOPE. THE DELIVERY OF SAID PROPOSAL TO THE PRESCRIBED DELIVERY POINT ON OR BEFORE THE

SPECIFIED OPENING DATE AND TIME IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. ANY PROPOSAL RECEIVED AT THE PRESCRIBED DELIVERY POINT AFTER THE SPECIFIED DATE AND TIME WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED IN WRITING AND AS PRESCRIBED BY THE CITY. NO OTHER FORMS WILL BE ACCEPTED. ELECTRONIC, TELEPHONE, TELEFAX, AND TELEGRAPH PROPOSALS WILL NOT BE CONSIDERED. NO PROPOSAL MAY BE MODIFIED AFTER OPENING. NO PROPOSAL MAY BE WITHDRAWN AFTER OPENING FOR A PERIOD OF NINETY (90) DAYS UNLESS OTHERWISE SPECIFIED.

VI. Proposal Submission

Proposals shall be delivered to **Sandra Bolser**. Mail delivered proposals shall be sent to PO Box 756, Bunnell, Florida 32110. Hand delivered proposals shall be dropped at the Bunnell Government Complex, 201 W. Moody Blvd., Bunnell, FL 32110 by **2:00 PM EST Friday, 09/14/2015**. Delivery of proposals to the City of Bunnell prior to the specified date and time is solely and strictly the responsibility of the Respondents. The City shall not, under any circumstances, be responsible for delays caused by the United States Postal Service or any private delivery service, or for delays caused by any other occurrence. All responses must be manually and duly signed by an authorized corporate officer, principal, or partner with the authority to bind said Respondent. All responses must be marked on the outside:

A. Title of Proposal: Roof Repair Bunnell Police Department

B. Request for Proposal Number: 2015-05

C. Hour and Date of Opening: 2:00 PM 09/14/2015

D. Name of Bidder

VII. Inquiries and Addenda

Each Respondent shall examine the RFP document and shall judge all matters relating to the adequacy and accuracy of this document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFP shall be made through the City of Bunnell's **Community Development Director, Mick Cuthbertson**. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Respondent, prior to submitting the proposal, to determine if addenda were issued and to make such addenda a part of the proposal.

VIII. Responder Preparation Expenses

Each responder preparing a proposal in response to this request shall bear all expenses associated with their preparation. Responders shall prepare a response with the understanding that no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

IX. Right to Protest

Any actual or prospective bidder who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the City Manager.

X. No Corrections

Once a competitive proposal is submitted, the City shall not accept any request by any proposer to correct errors or omissions in any calculations or competitive price submitted.

XI. Openness of Procurement Process

Written competitive proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFP, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any proposal once submitted.

XII. No Collusion

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever.

XIII. Informality Waiver/Rejection of Proposals

The City reserves the right to reject any or all responses and to waive any irregularity, variance or informality whether technical or substantial in nature, in keeping with the best interest of the City.

XIV. Appropriations Clause

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each and every fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

SECRET

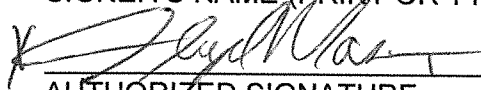
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**CITY OF BUNNELL
CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts for this project.
- The undersigned firm has had no litigation on any project in the last five (5) years.
- The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation during the past five (5) years.

Advanced Commercial Roofing, Inc
COMPANY NAME

Floyd Mason
SIGNER'S NAME (PRINT OR TYPE)


AUTHORIZED SIGNATURE

Marketing Manager
TITLE

9/10/15
DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

CITY OF BUNNELL

DRUG-FREE WORKPLACE CERTIFICATION

Does your Agency have a Drug-Free Workplace Program: Yes: ✓ No:

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 violation.

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

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

Impose sanctions 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.

Floyd Mason
NAME

Floyd Mason
SIGNATURE

Marketing Manager
TITLE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

STATEMENT OF INSURANCE COMPLIANCE

The undersigned agrees to obtain prior to award, if selected, Automobile Liability, and Worker's Compensation coverage in accordance with the requirements as set forth in the Request for Qualifications attached hereto.

Policies shall be issued only by companies authorized by maintaining certificates of authority issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida and which maintain a Rating of "A" or better and a Financial Size category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes.

Floyd Mason
Responder


Authorized Signature

Marketing Manager
Officer Title

9/10/15
Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE RESPONSE

RESPONDER'S CERTIFICATION

I have carefully examined the Request for Qualifications, Instructions to Responders, General and/or Special Conditions, Specifications, and any other documents accompanying or made a part of this Request for Qualifications.

I hereby propose to furnish the services specified in the Request for Qualifications at the prices, rates or discounts quoted in my response. I agree that my response will remain firm for a period of up to ninety (90) days in order to allow the CITY OF BUNNELL adequate time to evaluate the responses.

I agree to abide by all conditions of this response and understand that a background investigation may be conducted by the CITY OF BUNNELL prior to award.

I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the Responder and that the Responder is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this response is made without any prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response; no employee or agent of the CITY OF BUNNELL or of any other Responder has any interest in said response; and that the undersigned executed this Responder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Floyd Mason
Responder

X Floyd Mason
Authorized Signature

Marketing Manager
Officer Title

9/10/15
Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE RESPONSE

**Request for Taxpayer Identification Number and Certification
(W-9 Form)**

Form available at Internal Revenue Website

<http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>

ADVANCED COMMERCIAL ROOFING

**Roof Proposal For:
City of Bunnell
Police Department
Mick Cuthbertson
8/24/2015
Project #
201 West Moody Blvd
Bunnell, FL 32110**

Quality Above All

Toll Free

(800) 543-8881

Columbus, OH	Louisville, KY	Waverly, FL
(614) 654-1205	(502) 361-8881	(863) 438-8881
Muncie, IN	Detroit, MI	Chicago, IL
(765) 288-8881	(734) 506-8850	(847) 238-2029

ADVANCED COMMERCIAL ROOFING

August 24, 2015

**Mick Cuthbertson
Community Development Director
City of Bunnell-
Police Department
201 West Moody Blvd
Bunnell, FL 32110**

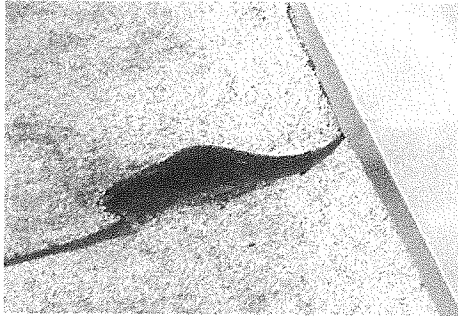
Dear Mr. Cuthbertson:

Thank you for this opportunity to assist you in solving your roofing problems. Within this proposal you will see the causes of your roofing issues, along with several options to remedy them. I encourage you to explore each section to learn why Advanced Commercial Roofing has the best detail-oriented solution for your roof.

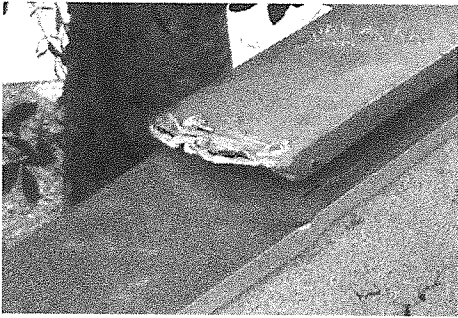
Advanced Commercial Roofing, founded in 1984, strives to provide quality customer service. In fact, repeat and referral customers are our number one source of new business. Advanced Commercial Roofing utilizes the Advantage Systems "cold-process" built up roofing system, resulting in a monolithic, seam-less roof.

Advanced Commercial Roofing is licensed, insured and bonded with satisfied customers all over the eastern United States. Whether you need re-roofing, repairs or roof maintenance, Advanced has a solution for your particular needs. I thank you once again for your interest in Advanced Commercial Roofing and look forward to serving your roofing needs.

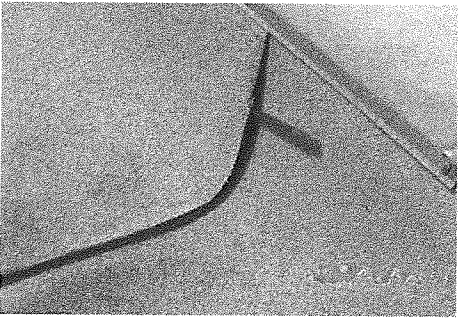
**Sincerely,
Ron Scoles**



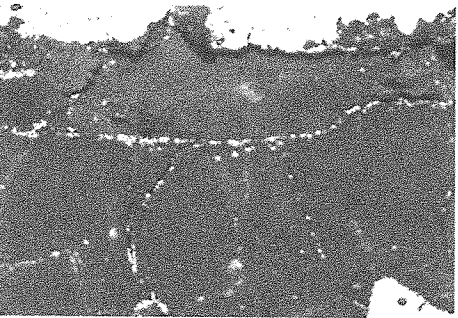
Notice the many seams and laps of the Modified Bitumen roofing system. The most common problem with this system is seam failure brought on by thermal shock, the expansion and contraction of the roof. When this happens, water is then able to enter the seams; combined with hydrostatic pressure, the seams can open even further.



The metal cap is failing, pulling loose in places or not retaining contact to the wall in others. We propose to use raised metal drip-edge on three sides to direct all water flow to the gutter.



Membrane flashing problems represent the most common example of roof failure. The flashings in this area have failed, and patching is a temporary solution at best. We propose to remove the loose and deteriorated flashings and install the Self Flashing Flexbond Roofing System to eliminate such problems.



Notice the cracked and alligatored condition of the surface bitumen; this is the first step in the deterioration process. When this happens water is then able to enter the cracks and combined with thermal shock the bitumen can become dislodged.

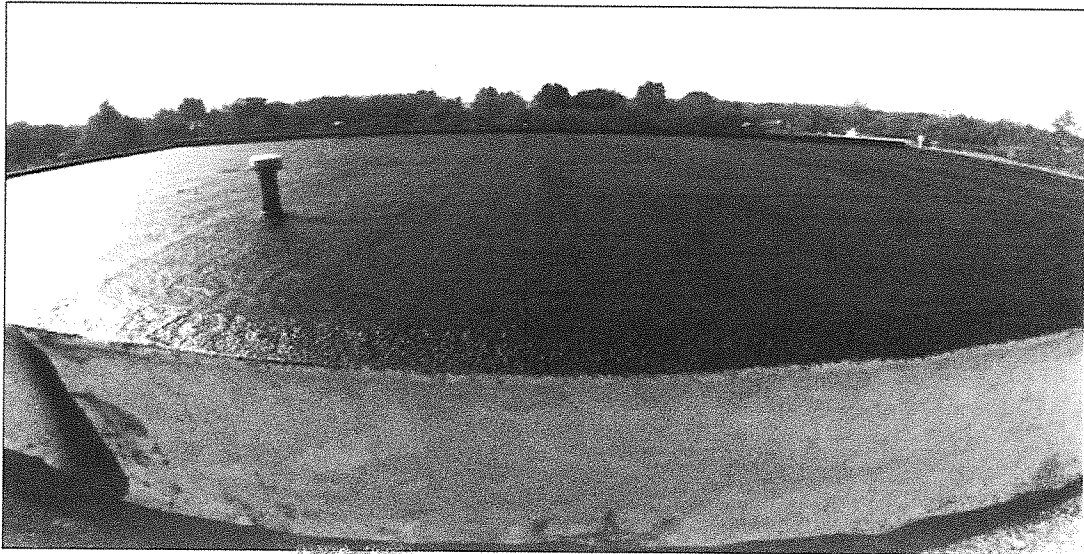


Some of the HVAC units do not have condensation lines with some leaking from the pan. Consequently there is water constantly on the roof which leaches the oils from the roof and can allow the plants to grow and deteriorate the roof. We propose installing the condensation lines and repairing any damage to the roof.

Flat Application



The first layer of Modified Asphalt acts as a leveling compound and totally adheres the new roof



Monolithic- No seams to fail

ADVANCED
COMMERCIAL ROOFING

Available with Several Reflective Surface Options



Roof Preparation

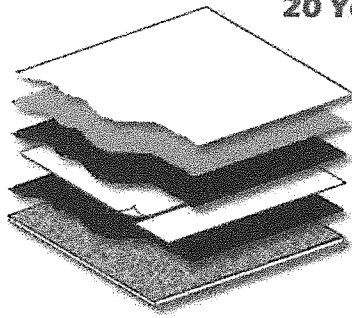
Advanced Roofing knows that the successful installation of a quality roofing system takes careful planning and execution. Our attention to detail begins early in the project, during the preparation stage. Proper preparation of the existing roof surface is crucial to the correct installation of any roofing system. Below you will see the steps Advanced Commercial Roofing will follow before installing your new roof system.

- 1). Remove disused penetrations. Replace any deteriorated substrate materials (see note 3 in "Terms" section).**
- 2). Sweep and clear any remaining debris from roof.**
- 3). Repair breaches in the existing roof membrane and associated flashings.**
- 4). Check roof deck for drainage and install additional roof drains as needed (see note 3 in "Terms" section).**

Special Notes:

Our quotes include installing raised metal drip edge on the North, East, and West sides. We will also install new commercial combination drip-edge gutter on the South side of the building.

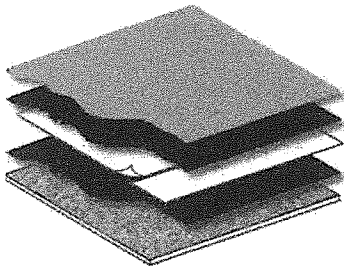
Non-Prorated Warranty Options

<p>Option 1</p> <p>Roof Care Supreme</p>  <p>Warranty 20 Year Material 5 Year Labor</p>	<p>Section: Investment: Lifecycle Cost</p> <hr/> <p>Entire Roof \$26,007 \$1,300</p> <p style="text-align: right; margin-right: 50px;">per Year:</p>
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207 Mil Application Rate

<p>Option 2</p> <p>Roof Care Elite</p>  <p>Warranty 20 Year Material 5 Year Labor</p>	<hr/> <p>Entire Roof \$19,672 \$983</p>
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162 Mil Application Rate

<p>Option 3</p> <p>Roof Care Premier</p>  <p>Warranty 12 Year Material 5 Year Labor</p>	<hr/> <p>Entire Roof \$19,409 \$1,617</p>
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171 Mil Application Rate



Roof Asset Management Program

A new roof or a repaired roof should be maintained.

Maintained roofs last up to twice as long

We offer three options to meet your needs and budget

- The Supreme Program is for maintaining new roofs over extremely leak sensitive environments
- The Premier Program is for extensively repaired roofs and new roofs. This program meets NRCA recommendations
- The Standard Program is for repaired roofs and new roofs when budget restraints dictate the lowest cost option

Supreme		Premier		Standard	
Entire Roof	\$1,645	Entire Roof	\$888	Entire Roof	\$494
1. 4 annual inspections		1. 2 annual inspections		1. Annual inspection	
2. Written evaluation report		2. Written evaluation report		2. Written evaluation report	
3. Clean debris from roof, gutters, and drains		3. Clean debris from roof, gutters, and drains		3. Clean debris from roof, gutters, and drains	
4. 5 year budget report		4. Written budget for repairs		4. Written budget for repairs	
5. Caulk & flashing repair		5. Split & seam repairs		5. 48 hr. response for non-emergency repairs	
6. Split & seam repairs		6. 2 free non-warranty leak responses (No trip charge)		6. Priority scheduling over non R.A.M.P customers (severe weather)	
7. 4 free non-warranty leak responses (No trip charge)		7. 48 hr. response for non-emergency repairs			
8. 48 hr. response for non-emergency repairs		8. Priority scheduling for emergency repairs (severe weather)			
9. Same day(24 hr) response for emergency repairs (severe weather)		9. Maintains the labor warranty to the extent of the material warranty			
10. Maintains the labor warranty to the extent of the material warranty					



References

Advanced Commercial roofing has been serving our customers for over two decades. Here is just a small sample of some of our satisfied customers:

CCX Corporation	Budget Rent-A-Car
United States Can Company	United Van Lines
Continental Paper	Wickes Lumber
Savannah Foods	Iroquois Product
Baier Publishing	Volunteer's of America
Garage Doors of Indy	United Building Centers
Rexnord Corporation	The Florida Day Movers
Franklin Communications	Handy Andy Stores
Trinity Services, Inc.	Mark's Heating and Air
Grand Appliance Company	Foley Cadillac Rolls Royce
Napleton Cadillac	Patrick Cadillac
Craftwood Lumber	Key Plastics
Victory Spud	Midwest Warehouse
Army Corp of Engineers	Peerless Pump

ADVANCED COMMERCIAL ROOFING

Terms

Thirty-five percent deposit due upon execution of contract. Balance is due upon completion of roof system. In the event a reflective coating is to be applied; ten to twenty percent of the contract will be held back by the customer until reflective coating is applied, and then balance is due upon completion.

1. Contractor provided General Liability and Workers Compensation Insurance on all employees
2. Contractor License Numbers: C151460S, 104-00046460, 0004692, CCC057584.
3. Removal and closure of disused penetrations and replacement of any deteriorated substrate to be billed separately at a rate of \$85.00 per man hour plus material. Customer to be consulted in advance.
4. Roofing debris to be placed in customer supplied dumpster.
5. Reflective coating, if selected, to be completed after all other items completed, a minimum cure time of ten to twenty weeks.
6. Prices include all applicable imputed taxes. No additional tax will be charged.
7. Warranty not in effect until balance paid in full; warranty is for leaking and is not a cosmetic warranty.
8. If Aluminum chip surface is selected customer acknowledges likelihood of excess chips being blown from the roof. Customer agrees that ACR is not responsible for aluminum chips after job completion.

Fill out form below, sign, and fax back to our corporate office at 765-288-9551.

Company Name: City of Bunnell-Police Dept- 61

Contact Name: Mick Cuthbertson

Contact Title: Community Development Director

Phone # 386-437-7516

Please select the options you prefer:

800-543-8881
www.acr1.com

Project Number	Roof Section:					
Check Choice	Re-roof option 1	Re-roof option 2	Re-roof option 3	Re-Roof Investment:	\$	
Check Choice	Supreme R.A.M.P.	Premier R.A.M.P.	Standard R.A.M.P.	Annual Budget:	\$	

Signature: _____ Date: _____

Repeat and Referral Customers are Our
Number One Source of New Business!



**City of Bunnell, Florida
Agenda Item No. C-6.**

Document Date:	9/18/2015	Amount: \$
Department:	City Clerk - Sandi Bolser	Account #:
Subject:	Appoint applicant as a regular member of the Planning, Zoning and Appeals Board for a three year term ending October 2018,	
Attachments: <i>Please number items as they will appear on the agenda.</i>	Application – Thea Mathen News Tribune Ad	
	C. Consent Agenda	
Summary/Highlights: The City received one application for the Planning, Zoning and Appeals Board vacancy. Ms. Mathen has served on the PZA Board for the past 10+ years.		
Background: The City advertised the vacancy for the PZA Board on September 9 th , 2015 in the News Tribune and also on the City's website.		
Staff Recommendation: Reappoint Thea Mathen to serve a three-year term as a regular member of the Planning, Zoning and Appeals Board which will end October, 2018.		
City Attorney Review: N/A		
Finance Department Review/Recommendation: N/A		
Approver Name:	Approval Status:	Date:
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/18/2015



VOLUNTEER ADVISORY BOARD AND COMMITTEE APPLICATION
(Please fill out form completely)

Name: THEA HEIN-MATHEN Date: 8/5/15

Physical address: 2060 LAKE DISSTON DRIVE, BUNNELL, FL 32110

Mailing address: PO Box 190, BUNNELL, FL 32110

Home phone: 386-437-1060 Daytime phone: 386-437-3025

Fax: 386-437-7779 E-Mail: nativegator@hotmail.com

Occupation: BOOKKEEPER

Number of years as a City resident or City Business owner: 22 years
Own: Rent:

Are you registered to vote in Flagler County? Yes No

Name of advisory board/committee you're applying for: PLANNING, ZONING + APPEALS

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee:
VOLUNTEERED ON THIS BOARD FOR 10+ years,
VOLUNTEER FOR CITY BLDG. DEPT. FOR 12+ years.

How many City Commission/Board meetings have you attended in the last 2 years? ALL EXCEPT FOR 3

Have you ever served on a City advisory board or committee in the past? YES
If yes, please list board/committee and years served: SAME

I hereby acknowledge in conjunction with Board membership that I understand the responsibilities associated with being a Board member and that I have adequate time to serve the City as a Board member. I will become familiar with and abide by the Florida Sunshine Law and I understand that all my comments as a Board member are a matter of public record. If applying for membership to a Pension Board, Code Enforcement Board, or the Board of Planning, Zoning and Appeals, I understand that I must file a limited financial disclosure each year and that filing late may result in a fine.

Date: 8/5/15 Signature: [Handwritten Signature]

Please return this application to the City Clerk, P.O. Box 756, Bunnell, Florida 32110, Fax 386-437-7503, or email to sbolser@bunnellcity.us.

**Flagler/Palm Coast
NEWS-TRIBUNE**

Published Each Wednesday and Saturday
Flagler County, Florida

**State of Florida,
County of Flagler**

Before the undersigned authority personally appeared

Cynthia Anderson

who, on oath says that she is

LEGAL COORDINATOR

of The Flagler/Palm Coast NEWS-TRIBUNE, a twice weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a

PUBLIC NOTICE

NT 2154978

in the Court,
was published in said newspaper in the issues.....

SEPTEMBER 9, 2015

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida, each Wednesday and Saturday and has been entered as second-class mail matter at the post office in Flagler Beach, in said Flagler County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper

.....*Cynthia Anderson*.....

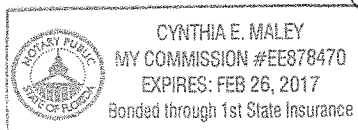
Sworn to and subscribed before me

This **9TH** of **SEPTEMBER**

A.D. 2015

Cynthia E. Maley

49D



CITY OF BUNNELL PLANNING, ZONING AND APPEALS (PZA) BOARD VACANCY
The City of Bunnell has a vacancy on the PZA Board and is seeking a volunteer to fill the position. Applicants shall be a resident or own property in Bunnell. The City prefers the volunteer be a member of one of the following professions: an architect, business person, engineer, general contractor, landscape architect, land use planner, subcontractor, realtor or attorney; however, any City resident is encouraged to apply. The duties of the PZA Board include serving as the local planning agency, reviewing changes in the land development code, making recommendations to the city commission, and hearing administrative appeals. The PZA Board meets once monthly on a Tuesday evening and members serve 3-year terms. To apply, download a volunteer application on the city website <http://www.bunnellcity.us/boards-committees.aspx> or contact the City Clerk, sbolser@bunnellcity.us or (386) 437-7500 ext. 2307. All applications must be received no later than 4:00 PM, Friday, September 18, 2015. Applications can be emailed to the address above, faxed to (386) 437-7503, mailed to PO Box 756, Bunnell, FL 32110 or hand carried to any City office.
NT2154978, Sep. 9, 2015. It



City of Bunnell, Florida
Agenda Item No. C-7.

Document Date:	9/28/2015	Amount: Monthly Transaction Fees
Department:	IT Department	Account #: 401-0533-533-3400 401-0535-535-3400
Subject:	Internet E-Commerce Site – Online Bill Pay – Monthly Transaction Fees.	
Attachments: <i>Please number items as they will appear on the agenda.</i>	Tyler Technologies Contract Addendum.	
Agenda Section:	C. Consent Agenda	
Summary/Highlights: Contract addendum with Tyler Technologies concerning transaction fees for the Online Bill Pay site.		
Background: At the June 22, 2015 meeting, the Board approved a contract addendum with Tyler Technologies to implement an online bill payment system for utility bills. As was disclosed to the Board at that time there is a fee per transaction charged by Tyler Technologies. Staff’s intention was to absorb this fee as the cost of doing business, and entice utility customers to utilize this system, thereby reducing staff interaction and time per transaction. Some of the discussion during the Board meeting was we were getting a better rate per credit card transaction with the automated clearing house which was selected to process the credit card transactions. This better rate would offset some of the website costs. The online Bill Pay site is ready to go and we have had a “soft opening”. In other words, the site is available if someone knows the web address. Also, staff has placed a kiosk in the front lobby of City Hall for customers to utilize, and some have. Staff noticed in assisting a customer through the process the customers were being charged the transaction fee. Staff contacted Tyler Technologies to have the site configuration changed, and this fee charged to the City. Tyler Technologies made the change to the site, however Tyler Technologies indicated the City needed to execute the attached addendum. Tyler Technologies indicated the existing addendum stated the fees would pass to the customer. This document cleans up the discrepancy.		
Staff Recommendation: Staff recommends approving the Contract Addendum with Tyler Technologies and absorb the web site transaction fees as the cost of doing business.		
City Attorney Review: Ok per email from Wade Vose dated September 14, 2015.		
Finance Department Review/Recommendation: There is sufficient budget to fund the transaction fees.		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Approved	9/18/2015
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/18/2015



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Effective Date"), by and between Tyler Technologies, Inc. ("Tyler"), a Delaware corporation with offices at 5519 53rd Street, Lubbock, TX 79414, and the City of Bunnell ("Client") with offices at 1769 East Moody Blvd., Bunnell, FL 32110.

WHEREAS, Tyler and Client are parties to an agreement effective June 26, 2015 ("Agreement"), under which Client acquired licenses to the software described therein ("Tyler Software") as well as related professional services, and maintenance and support; and

WHEREAS Client desires to amend the Agreement to adjust the services and maintenance and support acquired;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth herein, Tyler and Client agree to modify the Agreement as follows:

The City of Bunnell, FL is responsible for paying the \$1.25 fee per transaction for utility billing payment online.

All terms and conditions of the Agreement not herein amended remain in full force and effect.

IN WITNESS WHEREOF, persons having been duly authorized and empowered to enter into this amendment hereunto executed this Amendment effective as of the date last set forth below.

Tyler Technologies, Inc.
Local Government Division

City of Bunnell, FL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Bunnell, Florida
Agenda Item No. E-1.

Document Date:	8/19/2015	Amount:
Department:	Community Development Department	Account #:
Subject:	Ordinance 2015-08 Amending the Capital Improvements Element of the Comprehensive Plan. – Second Reading.	
Attachments: <i>Please number items as they will appear on the agenda.</i>	<ol style="list-style-type: none"> 1. Proposed Ordinance. 2. Appendix A Capital Improvements Element Goals, Objectives and Policies. 	
Agenda Section:	E. Ordinance	

Summary/Highlights:
This is a request to amend the Capital Improvements Element of the City of Bunnell Comprehensive Plan.

Background:
This Ordinance was advertised in the News Tribune on September 16th for second and final reading, and was approved on first reading on September 14, 2015.
In August, the City submitted two Florida Recreation Development Assistance Program (FRDAP) grant applications for fiscal year 16/17. Each application was to build a new park within the City. One of the parks is being called the Heritage Trail Pocket Park, which will be located at 103 N. State St. The second park is being called the Booe Street Park, which will be located at 300 E. Booe St. When the grant applications were submitted, the City reported it would update the City’s Capital Improvements Element to include the proposed projects.

The proposed ordinance adds these two projects to the City’s Capital Improvements Element Schedule of Capital Improvements for fiscal year 16/17. It also amends the amount awarded to the City for the Municipal Park to be built at the City complex in the upcoming fiscal year. There are no changes to the actual goals, objectives or policies of this element. There are no other changes to the City’s Capital Improvements budget proposed in this amendment.

As required by Florida Statutes, once the City budget has been adopted later this year, the Capital Improvements Element will be amended again for all capital improvements scheduled 2014-2019.

The Planning Board reviewed this ordinance at its August 18, 2015 meeting and recommended approval.

Staff Recommendation:
Approval of Ordinance 2015-08 Amending the Capital Improvements Element of the Comprehensive Plan. – Second Reading.

City Attorney Review: Reviewed and approved by the Attorney.

Finance Department Review/Recommendation: Reviewed and approved by the Finance Director.

Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Approved	8/24/2015
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 14 Agenda	9/15/2015

ORDINANCE 2015-08

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3177 F.S.; PROVIDING FOR FINDINGS OF CONSISTENCY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bunnell is authorized to amend the Capital Improvements Element of the City of Bunnell Comprehensive Plan in the manner set forth herein; and

WHEREAS, the City provided legal notice in accordance with Chapter 166.041(3)(c) F.S. and the City of Bunnell Land Development Code; and

WHEREAS, The Planning, Zoning and Appeals Board recommended approval of the amendment at the August 18, 2015 PZA meeting; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and ~~striketrough~~ shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF BUNNELL:

Section 1: FINDINGS.

Pursuant to 163.3177(3)(b) F.S. the capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Section 2: CITY OF BUNNELL COMPREHENSIVE PLAN AMENDMENT.

The Capital Improvements Element of the City of Bunnell Comprehensive Plan shall be amended as indicated in Appendix A.

Section 3: CONFLICTING PROVISIONS.

All conflicting Ordinances and Resolutions, or parts thereof in conflict with this Ordinance, are hereby superseded by this Ordinance to the extent of such conflicts.

Section 4: SEVERABILITY AND APPLICABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provisions thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

Section 5: EFFECTIVE DATE

That this Ordinance shall become effective upon its final adoption.

First Reading: Approved on this 14th day of September, 2015.

Second Reading: Adopted on this 28th day of September, 2015.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Seal:

Attest:

Sandra Bolser, City Clerk

Appendix A

Capital Improvements Element Goals, Objectives & Policies

Capital Improvements Element

Goals, Objectives, and Policies

163.3177(3)(a)

Overall Goal

The City of Bunnell shall ensure capital facilities are provided to all residents and service areas of the City in a manner which protects the health, safety, and welfare of the public through use of existing facilities and the timely and efficient provision of new and expanded facilities.

CIE Objective 1.1 Capital Facility Planning

To use the Capital Improvements Element as a planning tool to correct existing deficiencies, replace obsolete or worn out facilities, and to accommodate desired future growth.

Monitoring and Evaluation of Objective 1.1.

Whether Bunnell updates its Capital Improvement Element and the corresponding Schedule of Capital Improvements (SCI) on an annual basis.

CIE Policy 1.1.1:

As part of the City's annual budget cycle, the Bunnell Community Development Department shall prepare an inventory of concurrency related facilities for the purposes of establishing a five-year SCI.

CIE Policy 1.1.2:

The Schedule of Capital Improvements (SCI) shall be a five year schedule of capital improvements needed to ensure that Bunnell maintains its adopted level of service standards for all concurrency related facilities.

CIE Policy 1.1.3:

All construction projects in excess of \$10,000 and any study which is expected to result in the determination of capital construction needs shall be included in the Schedule of Capital Improvements.

CIE Policy 1.1.4:

Bunnell may schedule and fund the capital improvements listed in the SCI in the City's Capital Improvement Program and update the Capital Improvement Element annually, by December 1, to ensure that the capital improvements scheduled will maintain or exceed adopted LOS standards over at least the five year planning horizon.

CIE Policy 1.1.5:

After the adoption of the Capital Improvement Program (CIP), Bunnell shall make any changes necessary to update the Capital Improvements Element (CIE) (Adopted by Ordinance 2014-03).

CIE Policy 1.1.6:

Bunnell shall annually adopt a capital budget that includes the projects listed in the first year of the Capital Improvement Program and Schedule of Capital Improvements.

CIE Policy 1.1.7:

Bunnell shall make the necessary amendments to the CIE, CIP, and SCI if the date of construction for a project that is relied upon to satisfy adopted LOS standards is changed.

CIE Policy 1.1.8:

Bunnell shall include externally funded projects in its CIE if the projects are relied upon to satisfy adopted LOS standards.

CIE Policy 1.1.9:

To the extent that it helps facilitate capital facility planning, the City's budgeting office shall continue the practice of distributing and collecting department project request forms.

CIE Policy 1.1.10:

Capital improvements shall be evaluated and prioritized according to the following guidelines:

1. Does the capital improvement eliminate possible hazards or protect the health, safety, and welfare of the public or provide the necessary infrastructure as part of a legal requirement or prior commitment?
2. Will the improvement eliminate or correct existing deficiencies, help achieve full use of existing facility, increase capacity of existing facilities to meet future demand, or reduce the necessity for or cost of future improvements?
3. Will or can funds be available for the project? Can operating and maintenance costs associated with the improvement be provided from the annual operating budget?
4. Does the project contribute to or further the achievement of goals, objectives, and policies contained in the elements of this Plan?
5. Will the project provide services to developed areas lacking services, or be a logical extension or expansion of facilities or services within designated service areas?
6. Will the project provide the necessary supporting infrastructure for existing and proposed school facilities in coordination with the Flagler County School Board and the Interlocal Agreement for Public School Facility Planning?

CIE Policy 1.1.11:

The City of Bunnell hereby adopts by reference the following documents and plans:

1. City of Bunnell Schedule of Capital Improvements as included herein.
2. Saint Johns Water Management District's 2005 Water Supply Plan, adopted by the Saint Johns Water Management District on February 7, 2006 and amended on October 10, 2006.
3. Flagler County School District 2013-2018 Work Plan, adopted by the Flagler County School Board in October, 2013 (Adopted by Ordinance 2014-03).

CIE Policy 1.1.12:

Flagler Central Commerce Parkway shall not be funded from ad valorem taxes, fees, assessments, or other local tax payer funds.

CIE Objective 1.2 Coordination with Land Uses

To better coordinate land use decisions with available and committed funding sources as identified in capital facility budgets and plans.

Monitoring and Evaluation of Objective 1.2.

Whether the policies adopted under this objective were successfully implemented by the City of Bunnell.

CIE Policy 1.2.1:

Bunnell shall maintain an up-to-date Concurrency Management System (CMS) and implementing provisions in its land development regulations in order to evaluate whether sufficient capacity exists to serve new development and redevelopment.

CIE Policy 1.2.2:

Bunnell shall only issue development orders in accordance with the City's Concurrency Management System in order to ensure that the development will not cause the adopted level of service standard of facilities to not be met.

CIE Policy 1.2.3:

The City shall ensure through its concurrency management system established in the Land Development Regulations that any increase in the demand on the infrastructure generated by the proposed development or redevelopment would not reduce the level of service of such facilities below the adopted standards, or that any infrastructure improvements needed to maintain the adopted level of service will be in place in accordance with the following:

For sewer, solid waste, drainage, and potable water facilities, the facilities must be in place no later than the issuance of the certificate of occupancy.

For parks and recreation facilities, the facilities must be in place no later than one year after the issuance of the certificate of occupancy; however, prior to issuance of the certificate of occupancy either a.) the acreage for such facilities shall be dedicated or acquired; or b.) equivalent funds shall be committed for such purpose.

For all transportation facilities, the facilities needed to serve the new development shall be in place or under actual construction within three years after the local government approves a building permit or its functional equivalent that results in traffic generation.

CIE Policy 1.2.4:

The City shall ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

CIE Policy 1.2.5:

Bunnell shall coordinate proposed land use changes and development with projected fiscal resources and planned capital improvements.

CIE Policy 1.2.6:

The City shall aggressively seek all grant opportunities to fund Capital Improvement Program projects tied to desired land use patterns.

CIE Policy 1.2.7:

Bunnell shall coordinate planning for city improvements with the plans of state agencies, the Saint Johns River Water Management District (SJRWMD), Flagler County and adjacent municipalities when applicable.

CIE Policy 1.2.8:

Bunnell shall construct public facility improvements in a manner that supports efficient, compact, and desirable land development patterns.

CIE Objective 1.3 Level of Service Standards

To ensure that all concurrency related facilities are being maintained at the adopted level of service standard.

Monitoring and Evaluation of Objective 1.3.

Whether all concurrency related facilities are being maintained at the adopted level of service standard.

CIE Policy 1.3.1:

Bunnell shall periodically evaluate its adopted level of service standards to determine if the standards are consistent with the desires of the community and make revisions to the standards as necessary.

CIE Policy 1.3.2:

The City adopts the following minimum peak-hour level of service standards for its roadway network:

- Rural Principal Arterial - LOS standard C
- Rural Minor Arterial - LOS standard D
- Rural Minor Collector (Local & County) – LOS standard C
- Emerging SIS Facilities – LOS standard C.

CIE Policy 1.3.3:

The City's central potable water system shall be capable of distributing 120 gallons per capita per day for those connected to the system (Adopted by Ordinance 2013-09).

CIE Policy 1.3.4:

The City's central sanitary sewer system shall be capable of treating 102.3 gallons per capita per day for those connected to the system (Adopted by Ordinance 2013-09).

CIE Policy 1.3.5:

The City's solid waste system shall be capable of collecting and disposing 9.3 pounds per capita per day.

CIE Policy 1.3.6:

The City's parks and recreation system shall provide at least 3.0 acres of park land per 1,000 residents.

CIE Policy 1.3.7:

The City's stormwater management system shall adequately operate under the conditions of a storm with a 24 hour, 25 year frequency.

CIE Policy 1.3.8:

The City of Bunnell shall utilize the following LOS standards in coordination with the School District to implement School concurrency:

1. Elementary: one hundred percent (100%) of permanent Florida Inventory of School Houses (FISH) capacity with State Requirements for Educational Facilities (SREF) utilization factor;
2. Middle: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor;
3. K-8: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor;
4. High: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor; and
5. Special Purpose: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor.

CIE Policy 1.3.9:

The City, in coordination with the School District, shall allow relocatables to be utilized to maintain the LOS standards on a temporary basis when construction to increase capacity is planned and in process. The temporary capacity provided by relocatables shall not exceed twenty (20%) of the permanent FISH capacity and shall be used for a period not to exceed five (5) years. Relocatables may also be used to accommodate capacity utilized for any specific education/development programs as required by law and/or adopted by the School Board.

CIE Objective 1.4 Proportionate Fair Share Payments and Impact Fees

To maintain a fair system where developers/land owners will bear a proportionate cost of facility improvements necessitated by proposed development in order to adequately maintain adopted level of service standards.

Monitoring and Evaluation of Objective 1.4.

1. Whether the City of Bunnell maintains a proportionate fair share system in its Land Development Code which allows developers to proceed under certain conditions, notwithstanding the failure of concurrency, by contributing their proportionate fair-share of the cost of the facility.
2. Whether the City continues to maintain impact fees which are adequate to pay for its existing capital facilities.

CIE Policy 1.4.1:

Bunnell shall use capital facility cost estimates and/or city-adopted or state approved development impact methodologies to determine and assess proportionate fair share payments and dedications.

CIE Policy 1.4.2:

Bunnell shall periodically evaluate its impact fees to determine if collections are adequate to pay for its existing capital facilities.

CIE Policy 1.4.3:

Bunnell shall continue to support the Flagler County Recreation Impact Fee by verifying that the required fee has been paid prior to the issuance of a development order by the City.

CIE Objective 1.5 Financial Controls

To exercise sound fiscal management practices to ensure the long term health of the community and to ensure the necessary capital facility improvements are provided for existing and future development.

Monitoring and Evaluation of Objective 1.5.

Whether the City has adopted a financially feasible five-year Capital Improvements Program (Adopted by Ordinance 2013-09).

CIE Policy 1.5.1:

The City shall issue municipal bonds or borrow funds for municipal purposes only to the extent authorized by and subject to the limitations provided for in Florida Statutes and Municipal Home Rule Law.

CIE Policy 1.5.2:

The Financial Services Director shall review all proposed capital improvement projects and make a recommendation to the City Manager concerning the City's ability to finance such proposals. The recommendation shall include a review of the following:

1. Ability to use an existing revenue stream.
2. Ability to use impact fees or proportionate share payments.
3. Assessment of whether bonding is appropriate and the likelihood of getting a bond approved by voters of the City.
4. Availability of grant funds.

CIE Policy 1.5.3:

The term for repayment of any debt supporting public capital facility improvements shall not exceed the expected and useful life of the facility.

CIE Policy 1.5.4:

Before funding any public capital facility improvement, the City shall assess the impact of maintenance and operations costs anticipated to be generated by that facility.

CIE Policy 1.5.5:

Bunnell shall maximize its use of grant funds as a supplement to local revenue sources.

CIE Policy 1.5.6:

Prior to funding any public capital improvements, the City shall evaluate what opportunities the improvement may create (e.g., the need for sewer or water main extensions shall be considered when roadway improvements are planned in order to minimize the cost and disruption caused by the construction).

CIE Policy 1.5.7:

The City shall replace or renew capital facilities as necessary to protect the public's health, safety, and welfare, and to ensure that the adopted level of service standards are maintained.

CIE Objective 1.6 Public Expenditures in Designated Flood Prone Areas

To discourage public capital facility improvements in the designated flood prone areas.

Monitoring and Evaluation of Objective 1.6

Whether the policies adopted under this objective were successfully implemented by the City of Bunnell.

CIE Policy 1.6.1:

Bunnell shall fund and construct public capital facility improvements in the designated flood prone areas only to the extent that it supports existing development patterns and will not encourage additional or more intensive development.

CIE Policy 1.6.2:

The designated flood prone areas shall mean those areas inundated by water during a 100 year flood as depicted on the City's flood prone area map.

CIE Policy 1.6.3:

Public expenditures in the designated flood prone area shall be limited to the following:

1. Maintenance of existing facilities.
2. Improvements designed to improve the efficiency of existing facilities.
3. Replacement of obsolete or worn out facilities.
4. Limited Recreational Facilities.
5. Water quality and supply improvement facilities.
6. New construction and/or expansion of arterial and collector streets.

CIE Policy 1.6.4:

Construction of all public capital facilities must conform to the floodplain regulations adopted by the City of Bunnell.

Schedule of Capital Improvements, FY2013-2018

	Policy/ Plan Implementation	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	Funded in:
Water System CIP	Infrastructure Element Policy 4.1.4	\$6,015,750	\$515,000	\$296,000	\$265,000	\$250,000	Enterprise Fund
Water Treatment Plant R&R	Infrastructure Element Policy 4.1.4	\$75,000	\$26,000	\$33,000	\$40,000	\$45,000	Enterprise Fund
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$700,750	\$701,500	\$1,125,000	\$200,000	\$200,000	Enterprise Fund
Wastewater Treatment Plant R&R	Infrastructure Element Policy 1.1.8	\$47,500	\$15,000	\$85,000	\$50,000	\$50,000	Enterprise Fund
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$44,000	\$62,000	\$61,000	\$61,000	\$61,000	Enterprise Fund
Subtotal		\$6,883,000	\$1,319,500	\$1,594,000	\$576,000	\$606,000	
Stormwater Master Plan	Infrastructure Element Policy 3.1.1	\$0	\$0	\$0	\$0	\$0	General Fund
Stormwater Culverts Repair & Replacement	Infrastructure Element Policy 3.1.3	\$160,000	\$0	\$0	\$0	\$0	General Fund
Stormwater Ditch & Swale Rework	Infrastructure Element Policy 3.1.3	\$0	\$0	\$0	\$0	\$0	General Fund

City of Bunnell
Capital Improvements Element
Goals, Objectives and Policies Adopted by Ordinance 2011-22 unless Otherwise Indicated

	Policy/ Plan Implementation	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	Funded in:
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$0	\$0	\$650,000	\$0	\$0	CDBG Grant
Railroad Street Project	Infrastructure Element Policy 3.1.3	\$0	\$0	\$0	\$0	\$0	General Fund
<i>Solid Waste No Improvements Scheduled</i>	N/A	\$0	\$0	\$0	\$0	\$0	<i>Not Applicable</i>
Sidewalk Repair & Replacement	Traffic Circulation Element Policy 1.7.8	\$0	\$0	\$0	\$0	\$0	General Fund
Street Paving/Resurfacing	Traffic Circulation Element Policy 1.1.1	\$67,000	\$0	\$250,000	\$0	\$0	CDBG Grant
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$752,500	\$752,500	\$0	\$0	\$0	General Fund ¹

¹ Per Capital Improvements Element Policy 1.1.12, Flagler Central Commerce Parkway shall not be funded from ad valorem taxes, fees, assessments, or other local tax payer funds. Only pass through funds from Federal Earmark SAFETEA-LU #F172 will be spent by the City on this project.

City of Bunnell
Capital Improvements Element
Goals, Objectives and Policies Adopted by Ordinance 2011-22 unless Otherwise Indicated

	Policy/ Plan Implementation	FY13/14	FY14/15	FY15/16	FY16/17	FY17/18	Funded in:
Parks and Recreation							
Municipal Park	Recreation & Open Space Element Policy 1.1.2	\$0	\$0	\$200,000 <u>\$50,000</u>	\$0	\$0	FRDAP Grant
<u>Heritage Trail Pocket Park (Phase I)</u>	<u>Recreation & Open Space Element</u> <u>Policy 1.1.2</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$50,000</u>	<u>\$0</u>	<u>FRDAP Grant</u>
<u>Booe Street Park (Phase I)</u>	<u>Recreation & Open Space Element</u> <u>Policy 1.1.2</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$50,000</u>	<u>\$0</u>	<u>FRDAP Grant</u>
Public Schools							
<i>No Capacity Improvements Scheduled</i>	N/A	\$0	\$0	\$0	\$0	\$0	General Fund
Subtotal		\$982,800	\$752,500	<u>\$950,000</u>	<u>\$100,000</u>	\$0	
Total		\$7,865,800	\$2,072,000	<u>\$2,544,000</u>	<u>\$676,000</u>	\$606,000	



**City of Bunnell, Florida
Agenda Item No. E-2**

Document Date:	9/9/2015	Amount: n/a
Department:	City Clerk	Account #: n/a
Subject:	Ordinance 2015-09 Election Qualifying Period, Petition Due Date, and Qualifying Fee. First Reading	
Attachments: <i>Please number items as they will appear on the agenda.</i>	Proposed Ordinance 2015-09	
Agenda Section:	E. Ordinance	
Summary/Highlights: Ordinance 2015-09 establishes the City Commission 2016 Election qualifying period, petition due date, and qualifying fee amount, for the March 15 th , 2016 General Election.		
Background: In accordance with the City Charter, Section 3.03 "Qualifications," each election year the City Commission must establish the election qualifying period for the upcoming City Election. The Qualification Period is the time period in which City Commission candidates must submit all qualifying documentation to the City Clerk in order to be placed on the ballot. The proposed qualification period for the 2016 election starts Monday, January 4 th , 2016, 8:00 a.m. and ends Friday, January 8 th , 2016, at 12:00 p.m. The qualifying by petition process and qualifying fees are not established in our City Charter; therefore, the City is required to abide by Florida Statutes. Section 99.092 states non-partisan candidates shall pay a qualification fee equal to 3% of the annual salary of the position they are running for (currently \$259.20 for Commissioners and \$324.00 for Mayor). Section 99.095 states candidates choosing the petition process in lieu of paying a qualifying fee shall submit all required petitions no later than noon on the 28 th day preceding the first day of qualifying (or Monday, December 7 th , 2015).		
Staff Recommendation: Approve Ordinance 2015-09, establishing the City Commission 2016 Election qualifying period, Petition Due Date, and Qualifying Fee Amount, for the March 15 th , 2016 General Election, First Reading.		
City Attorney Review: Reviewed and Approved		
Finance Department Review/Recommendation: n/a		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	n/a	
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/9/2015

ORDINANCE 2015-09

**AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA
ESTABLISHING THE CITY COMMISSION ELECTION
QUALIFYING PERIOD; ESTABLISHING A QUALIFYING
PETITION DUE DATE; ESTABLISHING THE QUALIFYING
FEE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, The Bunnell City Commission is required to establish the Qualifying Period for the March 15, 2016 municipal election and;

WHEREAS, said qualifying period shall be established by Ordinance, in accordance with the City Charter, Section 3.03 Qualifications and;

WHEREAS, the qualifying by petition process due date and qualifying fee is established by Florida Statutes Section 99.095.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. That the City Commission hereby establishes Monday, January 4th, 2016, at 8:00 a.m. through Friday, January 8th, 2016, at 12:00 p.m. as the Qualifying Period for candidates seeking Commission seats in the Bunnell General Election of Tuesday, March 15th, 2016.

Section 2. If qualifying by the petition process, the required number of completed candidate petitions (15) shall be submitted to the City of Bunnell City Clerk no later than noon, Monday, December 7th, 2015, for verification.

Section 3. That in lieu of qualifying by the petition process, candidates may pay a qualifying fee of 3% of the annual commission seat salary, before the end of the qualifying period.

Section 4. That this Ordinance shall become effective upon its final adoption.

First Reading: approved on this 28th day of September 2015.

Second Reading: adopted on this _____ day of _____.

CITY COMMISSION, City Of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

_____ Date _____
Wade Vose, City Attorney

Attest:

_____ Date _____
Sandra Bolser, City Clerk

Seal:



**City of Bunnell, Florida
Agenda Item No. F-1.**

Document Date:	9/18/2015	Amount:	
Department:	City Attorney	Account #:	
Subject:	Resolution 2015-32 Setting City Commission and Mayor Monthly Salaries		
Attachments: <i>Please number items as they will appear on the agenda.</i>	1. Proposed Resolution 2015-32		
Agenda Section:	F. Resolution		
Summary/Highlights: Resolution specifies present salaries and salaries effective after next city election.			
Background: In August 2014, the Commission voted to take a 10% reduction in pay. As part of FY16 budget proposal Commissioners and Mayor are to receive a 3.8% pay increase from their present pay as previously reduced. Pursuant to the City Charter, any Commission salary increase shall not become effective until after the first regular election after adoption. The next regular election of the city is scheduled for March 15, 2016. In summary, the resolution documents the previously decreased and present salary effective August 1, 2014, and provides for an increase in salary that will take effect March 16, 2016.			
Staff Recommendation: Adopt Resolution 2015-32 setting City Commission and Mayor Salary			
City Attorney Review: Reviewed and approved.			
Finance Department Review/Recommendation: The proposed FY2015/2016 budget contains sufficient funds for this request.			
Approver Name:	Approval Status:	Date:	
Stella Gurnee, Finance Director	Approved	9/18/2015	
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/18/2015	

RESOLUTION NO. 2015-32

A RESOLUTION SETTING MONTHLY SALARY TO THE CITY COMMISSIONERS AND MAYOR PURSUANT TO CITY CHARTER SECTION 3.05; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in August 2014, the City Commission voted to take a 10% reduction in pay, as a part of City government-wide austerity measures; and

WHEREAS, as part of the proposed Fiscal Year 2016 budget, the Commissioners and Mayor are to receive a 3.8% pay increase from their present pay as previously reduced; and

WHEREAS, pursuant to Section 3.05 of the Bunnell City Charter, any Commission salary increase shall not become effective until after the first regular election after adoption thereof; and

WHEREAS, the first regular election of the City after the adoption hereof is scheduled for March 15, 2016.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AS FOLLOWS:

SECTION 1. Effective August 1, 2014, Commission salaries were reduced to, and remain set at, the following monthly amounts:

- a. Each City Commissioner of the City of Bunnell shall be entitled to the sum of \$720.00 per month to defray the costs and expenses of that office.
- b. The Mayor of the City of Bunnell shall be entitled to the sum of \$900.00 per month to defray the costs and expenses of that office.

SECTION 2. Effective March 16, 2016, Commission salaries will be increased to the following monthly amounts:

- a. Each City Commissioner of the City of Bunnell shall be entitled to the sum of \$748.00 per month to defray the costs and expenses of that office.
- b. The Mayor of the City of Bunnell shall be entitled to the sum of \$935.00 per month to defray the costs and expenses of that office.

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 portion of a section 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. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption by the City Commission, except that Section 2 hereto shall become effective on March 16, 2016.

DULY PASSED AND ADOPTED by the City Commission of the City of Bunnell, Florida at a regular meeting on this 28th day of September, 2015.

Catherine D. Robinson, Mayor

ATTESTED:

Approved for form and content by:

Sandra Bolser, CMC, City Clerk

Wade Vose, City Attorney



**City of Bunnell, Florida
Agenda Item No. H-1.**

Document Date:	9/18/2015	Amount: N/A
Department:	City Attorney	Account #:
Subject:	Settlement of Open Door Re-Entry and Recovery Ministry, Inc. v. City of Bunnell	
Attachments: <i>Please number items as they will appear on the agenda.</i>	Mediated Settlement Agreement, including Exhibit "B" containing program restrictions, requirements and prohibitions.	
Agenda Section:	H. New Business	
Summary/Highlights: Settlement of Open Door Re-Entry and Recovery Ministry, Inc. v. City of Bunnell		
Background: Open Door filed suit against the City in April, 2014 relating to its operations at 309 E. Booe St., the City's Prison Diversion Program ordinance, and allegations of violations of the ADA and FHA. After meetings with area pastors and community leaders, mediation between representatives of the parties, and subsequent negotiation, Open Door has agreed to a settlement of the pending litigation that includes an extensive list of program restrictions, requirements and prohibitions that will govern the activities of Open Door and 309 E. Booe St. Many of the program restrictions, requirements and prohibitions imposed came directly from meetings with area pastors and community leaders to gather and address community concerns.		
Staff Recommendation: Staff recommends approval of the Mediated Settlement Agreement, including Exhibit "B" containing program restrictions, requirements and prohibitions.		
City Attorney Review: City Attorney recommends approval.		
Approver Name:	Approval Status:	Date:
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/18/2015

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates noted opposite their names.

DATED: 9/11/15

**OPEN DOOR RE-ENTRY AND
RECOVERY MINISTRY, INC.**

By: Charles R. Selens

Print: Charles R. Selens

DATED: 9/11/15

**CITY OF BUNNELL
REPRESENTATIVE**

By: Lawrence Williams

Print: Lawrence Williams

DATED: _____

CITY OF BUNNELL

By: _____
Catherine Robinson, Mayor

ATTEST:

City Clerk

MEDIATED SETTLEMENT AGREEMENT

THIS MEDIATED SETTLEMENT AGREEMENT (the “Agreement”) is entered into between Open Door Re-Entry and Recovery Ministry, Inc., (“Open Door”) and the City of Bunnell (“City”).

WHEREAS, Open Door filed a civil action against the City styled: *Open Door Re-Entry and Recovery Ministry, Inc. v. City of Bunnell*, Case Number: 3:14-cv-424-J-25-MCR (the “Action”) which is now pending in the United States District Court for the Middle District of Florida, Jacksonville Division; and

WHEREAS, the Action arose out of Open Door’s claims of discrimination by the City under the Americans with Disability Act (ADA) and the Fair Housing Act (FHA) (the “Claims”), related to that property located at 309 E. Booe Street, Bunnell, Florida (the “Property”); and

WHEREAS, the parties have agreed to a settlement and compromise of the claims brought in the action and desire to resolve the dispute between them in accordance with this Agreement.

NOW THEREFORE the parties agree as follows:

I. Effective Date

This Agreement will become effective when at least one identical counterpart of this Agreement is executed by each of the parties and delivered to the other party or, alternatively, when this Agreement has been fully executed by both of the Parties and one executed copy has been delivered to each of the parties. Such date is called the “Effective Date”.

II. Consideration

A. Obligations of City of Bunnell.

The City shall permit use of the Property under those conditions set forth in **Exhibit “B”** attached hereto. The **Exhibit “B”** conditions shall run with the land and shall be binding on Open Door and/or any future entity which operates a sober living home at the Property. In the event that Open Door sells or in any way transfers its interest in the Property or its right to operate a sober living home on the Property, it shall disclose the requirements of this provision and the binding nature of the conditions set forth in **Exhibit “B”**, to any such subsequent owner or sober living home operator. This provision shall remain fully enforceable and survive the dismissal of the above styled cause of action.

B. Obligations of and Release by Open Door.

No later than three (3) business days after payment of the Settlement Amount as set forth in Section IV (B) hereof, and receipt of same, Open Door shall cause the original of the Joint Agreement for Dismissal attached hereto as **Exhibit “A”** to be filed in the United States District Court for the Middle District of Florida, Jacksonville Division. In addition, no later than three (3) business days after payment of the Settlement Amount and receipt of same, Open Door shall execute and deliver the Release attached hereto as **Exhibit “C”** to counsel for the City.

III. Authority.

A. Open Door Authority

Open Door represents and warrants that it has the full right, and legal capacity and authority to enter into this Agreement and carry out the obligations noted herein and that the person executing this Agreement on its behalf has full authority and capacity to execute this Agreement.

B. City Authority

The City is a government entity which must obtain final authority for this Agreement from the City Commission in accordance with its charter. The undersigned City representative is fully supportive of this Agreement and will represent said support to the City Commission in an effort to gain final approval. Open Door acknowledges that this Agreement shall not be effective until and unless approved by the City Commission of the City of Bunnell. The City Commission has the authority to approve this Agreement.

IV. General Provisions

A. No Admission of Liability.

This Agreement represents an accord and satisfaction of contested claims and affects the settlement of such claims, all of which are denied and contested, and nothing contained in this Agreement will be construed as an admission by either of the parties of any liability or wrongdoing in connection with the Claims.

B. Settlement Amount.

The City, through its Insurer, shall pay Three Hundred Twelve Thousand Five Hundred Dollars and 0/100's (\$312,500.00) to the law firm of Smolker, Bartlett, Loeb, Hinds & Sheppard, P.A., 100 N. Tampa Street, Suite 2050, Tampa, Florida 33602, within thirty (30) days of the Effective Date in order to settle the Claims (the "Settlement Amount").

C. Entire Agreement.

This Agreement contains the entire agreement and understanding between the parties concerning the subject matter. No provision of this Agreement may be waived unless in writing and signed by the party or parties against whom the same is offered. This Agreement may not be altered, amended, or otherwise changed or modified, except in writing and signed by the party or parties against whom the same is offered. The requirements of this section may not be modified except by a writing that complies with the requirements hereof.

D. Choice of Law and Jurisdiction.

The Agreement shall be governed by the laws of the State of Florida without regard to choice of law rules.

E. Legal Advice.

Each Party has had the opportunity to consult with independent legal counsel with respect to the advisability of making this Agreement. Each Party has read and fully understands all of the provisions of this Agreement, and is voluntarily entering into this Agreement.

F. Severability.

If any part of this Agreement is void or otherwise invalid, such invalid or void portion will be deemed to be separate and severable from the balance of this Agreement, and will be given full force and effect as though the void or invalid provisions had never been a part of the Agreement.

G. Construction.

Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. This Agreement shall be deemed to have been drafted jointly by the parties; accordingly, any rule pertaining to the construction of contracts to the effect that ambiguities are to be resolved against

the drafting party shall not apply to the interpretation of this Agreement or of any modification of or amendment to this Agreement.

H. Execution in Counterparts.

This Agreement may be executed in counterparts and, if so executed, all counterparts collectively will constitute one agreement binding on all Parties.

I. Electronic Signatures.

Faxed and emailed signatures shall be deemed originals.

J. Notices.

Any notice or notices required or permitted by this Agreement or that shall be given by reason of this Agreement shall be in writing and shall be delivered to the last attorney of record for each of the parties in the manner and at the address required for service of pleadings and papers, except that electronic mail notices shall be effective only if separately acknowledged by the person to whom the notice is given.

(Signatures on following page)

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates noted opposite their names.

DATED: _____

OPEN DOOR RE-ENTRY AND RECOVERY MINISTRY, INC.

By: _____

Print: _____

DATED: _____

CITY OF BUNNELL REPRESENTATIVE

By: _____

Print: _____

DATED: _____

CITY OF BUNNELL

By: _____

Catherine Robinson, Mayor

ATTEST:

City Clerk

EXHIBIT "A"

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

OPEN DOOR RE-ENTRY AND
RECOVERY MINISTRY,
INCORPORATED, a Florida
not-for-profit corporation,

Case No. 3:14-cv-424-J-25-MCR

Plaintiff

v.

CITY OF BUNNELL, a Florida
municipal corporation,

Defendant.

JOINT AGREEMENT FOR DISMISSAL WITH PREJUDICE

The Parties hereto, by and through their undersigned counsel, represent to the Court that this matter has been amicably settled and would jointly request entry of a Final Order of Dismissal with Prejudice in this matter.

DATED this ____ day of August, 2015.

EXHIBIT "A"

Ethan J. Loeb
Florida Bar No.: 0668338
Smolker, Bartlett, Loeb,
Hinds & Sheppard, P.A.
100 N. Tampa St., Suite 2050
Tampa, Florida 33602
Telephone (813) 223-3888
Email: ethanl@smolkerbartlett.com
Attorney for Plaintiff

EXHIBIT "A"

Sherry G. Sutphen
Florida Bar No.: 399681
Bell & Roper, P.A.
2707 E. Jefferson Street
Orlando, Florida 32803
Telephone: (407) 897-5150
Email: ssutphen@bellroperlaw.com
Secondary: kreed@bellroperlaw.com
Attorney for Defendant

EXHIBIT “B”
Conditions of Approval

1. By virtue of and subject to the Mediated Settlement Agreement, in accordance with the R-1 zoning permitted use: Special Care Housing, City of Bunnell Land Development Code, Section 34-111(b)(5), 309 E. Booe Street may be operated as a sober living home, with no more than 6 (six) residents plus a house supervisor living in the home at any one time. In the event of a future code change or zoning change which alters the permitted uses for 309 E. Booe Street, the sober living home use will be grandfathered so long as the structure does not cease to be used as a sober living home for a period of six (6) consecutive months. Use of the Open Door sober living home in a manner consistent with the terms and conditions set forth herein shall not constitute a prison diversion program as defined within the City of Bunnell Code of Ordinances.
2. The Booe Street sober living home may only accept residents who suffer from the disability of addiction to alcohol or controlled substances. Each resident must have either been assigned by the Flagler County Drug Court, have been individually determined through the judicial process to suffer from the disability of addiction to alcohol or controlled substances before beginning their residency at the Booe Street location or who are voluntarily seeking drug or alcohol treatment, unrelated to any criminal activity. The entity which operates the Booe Street sober living home will not accept individuals who are (i) already incarcerated in prison and seek to obtain early release via participation in the program, (ii) have committed a sexual related offense, and/or (iii) have committed any kind of violent crime.
3. The entity which operates the Booe Street sober living home shall maintain current records to show that no resident or supervisor has been convicted of a sexual related crime, in any state, or a crime which would require their registration on a sexual offender registry of any sort in any state. Upon reasonable written notice, all such records shall be available to the City for inspection at the City’s expense.
4. All residents of the Booe Street sober living home, including the house supervisor shall be drug and/or alcohol tested, as applicable, no less frequently than once per week. The entity which operates the Booe Street sober living home shall maintain records of all such drug/alcohol tests for no less than one (1) year after an individual leaves the home. Upon reasonable written notice, all such records shall be available to the City for inspection,

at the City's expense, subject to any Federal or State laws which prohibit such disclosure.

5. The entity which operates the Booe Street sober living home represents and warrants that it imposes curfew and program restrictions on its residents pursuant to its program. Residents shall adhere to the curfew and program restrictions imposed by the entity which operates the Booe Street sober living home. Upon request, the entity which operates the Booe Street sober living home shall provide such current curfew and program restrictions to the City, at the City's expense.
6. The entity which operates the Booe Street sober living home must, at all times, maintain certification for faith based organizations for recovery through the Florida Association of Recovery Residences (FARR) or such future equivalent regulatory organization in the event that FARR ceases to exist. In addition, the entity which operates the Booe Street sober living home shall obtain and maintain certification through any State of Florida statutory recovery residence program once implemented. Proof of certification shall be made available to the City upon request.
7. The structure located on the Booe Street property will be maintained as a residential structure, taking on the characteristics of a home rather than having the appearance of a commercial structure. Residential type landscaping and shrubbery will be planted and maintained to the extent possible. The entity which operates the Booe Street sober living home shall be entitled to maintain the sign which has already been approved and permitted by the City .
8. The entity which operates the Booe Street sober living home shall maintain properly functioning surveillance cameras on the inside of the structure which record and save footage of, for a period of no less than thirty (30) days, the activities occurring on the inside of the structure. All such footage shall be made available to the City upon request pursuant to a criminal investigation.
9. Except for children who are participating in specially-planned, family events which are part of the program for the residents, no person under eighteen (18) years of age shall be on the Booe Street property or in the structure located on the Booe Street property at any time. Children of staff are exempted from this provision.

10. The entity which operates the Booe Street sober living home, and any other individual or organization acting on behalf of the Booe Street sober living home, shall only advertise the home as a program for individuals who are recovering from drug or alcohol addiction and shall only seek funding, donations or contributions on behalf of the home by claiming that the home houses individuals who are recovering from drug or alcohol addiction.
11. During regular business hours, not more frequently than one (1) time per month, the City shall have the right to randomly conduct inspections of the property, including the interior, with a drug sniffing canine, accompanied by no more than two (2) officers.
12. There shall be no alcohol, illegal drugs or drug paraphernalia on premises at any time. In the event that any alcohol, illegal drugs or drug paraphernalia are found on the premises, the City shall be empowered to take any legal action which it deems appropriate.
13. There shall be no drug related crimes occurring on the premises. In the event that any drug related crimes occur on the premises, the City shall be empowered to take any legal action which it deems appropriate.
14. An egregious accumulation of minor violations of the terms of this agreement, that would not singly cause the City to take legal action, shall be cause for the City to seek judicial intervention for any and all available legal and equitable remedies.

EXHIBIT “C”

GENERAL RELEASE

DEFINITIONS

A. As used in this General Release and Settlement of Claim the term “Open Door” shall mean Open Door Re-entry and Recovery Ministries, Inc., as well as their respective heirs, executors, administrators, personal representatives, successors and assigns, singular or plural, where ever the context so admits or requires.

B. As used in this General Release and Settlement of Claim the term “City” shall mean the City of Bunnell, a municipal corporation of the State of Florida, as well as its past, present and future agents, agencies, officials, commissioners, employees, boards, representatives, attorneys, successors and assigns in both their individual and official capacities and any entity or person in privity with them jointly or severally, singular or plural, where ever the context so admits or requires.

C. As used in this General Release and Settlement of Claim the term “Insurer” shall mean Preferred Government Claims Solutions and/or Munich Re and any other subsidiary or division of said entities, as well as their agents, employees, representatives, attorneys, successors or assigns.

RECITALS

WHEREAS, on April 14, 2014, Open Door filed a Complaint in the United States District Court for the Middle District of Florida, Jacksonville Division, styled *Open Door Re-entry and Recovery Ministries, Inc., v. City of Bunnell*, Case Number: 3:14-cv-424-J-25-MCR, hereafter “Lawsuit”, alleging violations of the Americans with Disabilities Act and the Fair Housing Act; and

WHEREAS, at the time of the aforesaid project there was in force and effect a policy of liability insurance between the Insurer and the City which provided coverage for this type of claim; and

WHEREAS, the City and the Insurer have denied any wrongdoing and any liability for the allegations which were the subject matter of the Lawsuit; however, are desirous of compromising in order to settle this claim, in good faith, and to avoid further litigation and attendant costs; and

WHEREAS, Open Door has agreed to accept payment in the amount Three Hundred Twelve Thousand Five Hundred Dollars and 0/100's (\$312,500.00) and other good and valuable consideration, as full compromise and settlement of any and all claims that Open Door may have, whether now not known or contemplated, against the City and Insurer, arising out of or resulting from the above described Lawsuit. Open Door further agrees that, upon execution of this General Release, it will dismiss the Lawsuit with prejudice and agree to execute all documents and take all other necessary steps to bring about dismissal of the Lawsuit with prejudice.

NOW THEREFORE know all men by these presents, that Open Door hereby declares the above recitals as true and correct and that for and in consideration of payment in the amount Three Hundred Twelve Thousand Five Hundred Dollars and 0/100's (\$312,500.00), to them in hand paid, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, they do hereby remise, release and forever discharge the City and the Insurer, of and from all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, which Open Door ever had, now have or which any personal representative, successor, heir or assign of Open Door, hereafter can, shall or may have, against the City and/or the Insurer, by that certain Lawsuit referenced above, and the facts arising from or related to the Lawsuit, and including, but not limited to, any and all tort claims, claims for compensatory damages, injunctive relief, declaratory relief, punitive damages, interest, costs, attorneys' fees, civil rights violations, federal claims, state, statutory or common law claims and loss of enjoyment of property. Open Door further acknowledges, warrants and agrees that:

1. This General Release shall not be construed as an admission of liability or responsibility by the City or the Insurer, but is rather a compromise settlement of a disputed claim, designed to avoid further litigation and attendant costs. The City and the Insurer specifically deny liability for the claims brought by Open Door and deny any wrongdoing whatsoever.

2. That this is a General Release of all Claims and Open Door expressly waives and assume the risks of any and all claims for damages which exist as of this date, which Open Door does not know or suspect to exist, whether through ignorance, oversight, error, negligence or otherwise and which if known, would materially affect Open Door's decision to enter into a settlement and provide this

General Release. Open Door has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Open Door assumes the risk that the facts or law may be other than Open Door currently believes or understands.

3. Open Door warrants that no promise or inducement not herein expressed have been made, that payment of the above mentioned sum is in full compromise and settlement and full satisfaction of the aforesaid actions, claims and demands, whatsoever, that this Release is given in good faith and discharges the City and the Insurer from all liability for contribution to any other alleged tortfeasor or any entity with condemnation authority, that the undersigned is of legal age and legally competent to execute this Release, has read the contents of this Release and has been adequately represented by counsel, of their own choice, and sign this General Release with full knowledge and appreciation of its meaning.

4. In the event that the City or the Insurer should be required to defend any suit, claim, action, or proceeding filed by or on behalf of Open Door in violation of this General Release, Open Door shall be liable to the City for all fees of attorneys, paralegals and legal assistants and costs and expenses incurred in defending same, up to and including any and all appeals.

5. This General Release is to be construed and governed under the laws of the State of Florida and shall bind Open Door and its respective heirs, estates, successors and assigns. If any one or more provisions of this General Release shall be held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6. This General Release may be pleaded as a full and complete defense against any action, suit or proceeding that may be prosecuted, instituted or attempted by Open Door which Open Door has waived or released herein.

(Signatures on following page)

Executed this ____ day of August, 2015.

**OPEN DOOR RE-ENTRY AND
RECOVERY MINISTRY, INC.**

EXHIBIT“C”

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing General Release was acknowledged before me this ____ day of August, 2015, by _____, as _____ of Open Door Re-entry and Recovery Ministry, Inc., who personally swore or affirmed that he/she is authorized to execute this Release and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

(Notary Seal)

Notary Public

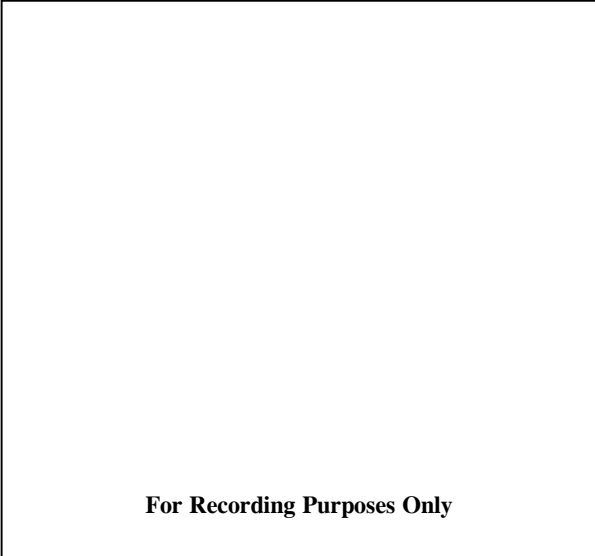


City of Bunnell, Florida
Agenda Item No. H-2.

Document Date:	9/18/2014	Amount:	
Department:	Community Development Department	Account #:	
Subject:	Memorandum of Understanding with Oare Associates, LLC, concerning Right of Way dedication for Flagler Central Commerce Parkway.		
Attachments: <i>Please number items as they will appear on the agenda.</i>	<ol style="list-style-type: none"> 1. Memorandum of Understanding. 2. Exhibits A and B (legal description). 3. Location Map 		
Agenda Section:	H. New Business		
Summary/Highlights: Memorandum of Understanding with Oare Associates, LLC, concerning Right of Way dedication for Flagler Central Commerce Parkway			
Background: This project has been planned for over ten years. The City received a two million dollar Federal earmark for the project. One of the required studies (PD &E) was completed in 2014. Currently the project is in the design phase. After completion of the design phase, the project will be ready to move into the construction phase. The MOU lays out the terms under which Oare is dedicating the right of way, utility easements and drainage easements necessary for the initial construction of the Commerce Parkway project. It specifies that the City only has the obligation to construct Commerce Parkway if it receives all necessary funding for construction from FDOT or some other funds acquired for that purpose (not out of City general funds). It further provides that by virtue of Oare's right of way and easement dedication, Oare will not be required to make any further payment or contribution of lands for the Initial Development of the Roadway. Finally, the MOU acknowledges that responsibility for payment for the construction of utility services in the utility easements will be as specified in the Bunnell Code of Ordinances (generally, by the developer of the serviced property, i.e. Oare and its assignees).			
Staff Recommendation: Staff recommends approval of the Memorandum of Understanding.			
City Attorney Review: City Attorney negotiated agreement and recommends approval.			
Approver Name:	Approval Status:	Date:	
Sandra Bolser, CMC. City Clerk	Approved for the 2015 09 28 Agenda	9/18/2014	

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Dana Crosby-Collier, Esq.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 Legion Place, Suite 1700
Orlando, FL 32801
(407) 581-9800



**MEMORANDUM OF UNDERSTANDING
regarding
FLAGLER CENTRAL COMMERCE PARK
COMMERCE PARKWAY**

This Memorandum of Understanding (the “Agreement”), effective as of the latest date of execution (the “Effective Date”), is made and entered into by and between by **OARE ASSOCIATES, LLC**, a Florida limited liability company, whose address is c/o Shuffield, Lowman & Wilson, P.A., 203 E. Rich Avenue, Deland, Florida 32724, attention Janet Martinez (hereinafter referred to as “Owner”), and the **CITY OF BUNNELL, FLORIDA**, a municipal corporation duly created and existing under the laws of the State of Florida, whose address is 201 W. Moody Boulevard, Bunnell, Florida 32110, attention City Manager (hereinafter referred to as the “City”).

WITNESSETH:

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described in Exhibit “A”, which is attached hereto and incorporated herein by this reference (the “Roadway Property”); and

WHEREAS, in the event the City obtains all necessary funding for the construction of roadway improvements from the Florida Department of Transportation or other non-general fund sources acquired by the City for the Initial Development of the Roadway (as hereinafter defined), City wishes to construct roadway improvements using the Roadway Property; and

WHEREAS, Owner is willing to convey to City by Deed the Roadway Property for construction of such roadway improvements; and

WHEREAS, City has or intends to obtain funds from sources other than Owner for the initial construction of the roadway improvements within the Roadway Property which is conveyed to City by Owner; and

WHEREAS, Owner is the owner of fee simple title to certain real property, as more particularly described in Exhibit “B”, which is attached hereto and incorporated herein by this reference (the “Easement Property”); and

WHEREAS, City wishes that certain utility improvements, including but not limited to, electric, streetlights, water and wastewater improvements on, through, over, across, or under the Easement Property will be constructed; and

WHEREAS, Owner is willing to grant to City a non-exclusive easement over Easement Property for utility improvements; and

WHEREAS, Owner intends to coordinate with the roadway design engineers and identify stormwater pond sites to benefit the improvements in the area, including the Roadway Property; and

WHEREAS, Owner is willing to grant to City a non-exclusive drainage easement over the stormwater pond sites for purposes of drainage, stormwater retention, construction and maintenance at such time as the sites are identified; and

WHEREAS, City and Owner desire to set forth certain terms, conditions, and agreements between the parties as to the conveyance of such land or grant of the use of such land to City by Owner.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration exchanged between the Owner and City (the “Parties”) hereto, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Conveyance of Land and Easements to City by Owner.

(a) *Conveyance of Lands for Roadway Purposes.*

1. Within thirty (30) days after the Effective Date of this Agreement, Owner shall convey to City by Quit Claim Deed fee title to the Roadway Property, described in Exhibit “A” hereto.

2. *Procedure.* The conveyance of the Roadway Property shall be by Quit Claim Deed. Owner shall pay all costs associated with the conveyance of the Roadway Property, including all recording fees and documentary stamps related to such conveyance. Ad valorem taxes in connection with the conveyance of the Roadway Property shall be prorated as of the date of transfer of title and said prorated amount shall be paid by Owner to the Flagler County Tax Collector, in escrow, pursuant to Section 196.295, Florida Statutes, unless the conveyance occurs between

November 1 and December 31 of the year of conveyance, in which case ad valorem taxes shall be paid in full by Owner for the year of conveyance.

3. *Compliance with Section 286.23, Florida Statutes.* Owner shall deliver to City a "Disclosure of Beneficial Interests" required pursuant to section 286.23, Florida Statutes.

(b) *Conveyance of Utility Easements.* Within sixty (60) days after the Effective Date of this Agreement, Owner shall grant to City by Utility Easement a non-exclusive easement for utility improvements over the Easement Property, which is generally described as an area comprising fifteen (15) feet on either side of the Roadway Property.

(c) *Conveyance of Drainage Easement.* Within sixty (60) days after the City provides to the Owner identification of the stormwater pond sites to benefit the improvements in the area, including the Roadway Property, Owner shall grant to City a non-exclusive drainage easement over the stormwater pond sites for purposes of drainage, stormwater retention, construction, and maintenance.

Section 3. *Development of the Roadway and Easement Property.* (a) *Roadway Property.* In the event the City obtains all necessary funding for the Initial Development of the Roadway Property for Roadway Purposes (Initial Development of the Roadway) from the Florida Department of Transportation or other non-general fund sources acquired by the City for such purposes, City hereby agrees to develop the Roadway Property for Roadway Purposes. Initial Development of the Roadway includes constructing and installing traffic lanes, median, if any, and appurtenant drainage structures, inside, under, or outside the traffic lanes, necessary to accommodate the drainage of the traffic lanes. By acceptance of the Deed described in Section 2, above, City acknowledges and agrees that Owner, and the successor owners of the properties adjacent to the Roadway Property conveyed by the Deed, shall have no obligation to contribute additional land or construct, pay for, or reimburse City or any other party for the construction of such Initial Development of the Roadway, or make any payment or improvement in lieu of contributing construction or payment to such roadway improvements. Owner agrees to use its best efforts to assist the City in obtaining funding for the proposed Initial Development of the Roadway. The parties acknowledge that fees and costs encountered by the City, Owner, or Developer beyond the Initial Development of the Roadway are outside the scope of this Agreement.

(b) *Easement Property.*

1. City hereby agrees that the Easement Property is intended to be used for the purposes of providing, conveying, distributing, or carrying utility services, including constructing, locating, laying, maintaining, operating, inspecting, altering, improving, augmenting, repairing, removing, replacing, relocating, and rebuilding pipes, mains, conduits, equipment, and all other improvements or accessories necessary or desirable in connection with the construction and maintenance of utility services on, through, over, across, or under the Easement Property described in the non-exclusive Utility Easement described in Section 2, above, including extending the water and wastewater lines to the adjacent property line. Responsibility for payment for the construction and maintenance of utility services, including all the functions set forth above, shall be in accordance with the requirements of the Bunnell Code of Ordinances, Bunnell Land Development

Code, and applicable law; provided, however, that City will use its best efforts to assist the Owner in obtaining funding from other sources for proposed utility services as described herein.

2. For property located adjacent to the Roadway Property, setbacks shall be measured from the Roadway Property and shall include the area within the Easement Property that run parallel to the Roadway Property. The parties intend that the area within the Easement Property will be included within the City's required landscape buffer. Signage that is compliant with City Code and does not interfere with the utility improvements will be permitted within the Easement Property.

(c) *Sidewalks.* Any sidewalk that is constructed as part of the roadway improvements shall satisfy the City's sidewalk requirement for the property located adjacent to the Roadway Property

(d) *Utility Improvements.* All utility improvements shall be installed in either the Roadway Property or Easement Property.

(e) *Stormwater Ponds.* The Parties agree that the stormwater pond sites established to benefit the roadway improvements shall be initially permitted, constructed, and maintained in conjunction with other roadway improvements. City and Owner also agree that the stormwater ponds may be expanded or relocated in conjunction with the development of adjacent lands at no cost to the City.

(f) *Uniform Mitigation Assessment Method (UMAM).* Owner agrees to use Owner's approved UMAM wetland mitigation credits, not to exceed 5.842 UMAM credits, to mitigate adverse impacts that are a direct result of the roadway improvements.

(g) *Compliance with Code.* Unless otherwise provided herein, Owner's property, which is located adjacent to the Roadway Property, shall be developed in a manner that complies with the zoning and land development regulations of the City as set forth in the Bunnell Land Development Code, as it may from time to time be amended. In the event of any conflict between the provisions of the Bunnell Land Development Code and this Agreement, the Parties agree that the provisions of this Agreement shall control.

Section 4. Notice. Any notice delivered with respect to this Agreement shall be in writing and shall be deemed to be delivered (whether or not actually received) (i) when hand delivered to the person(s) herein designated, or (ii) upon deposit of such notice in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the person and to the address set forth on page 1 of this Agreement.

Section 5. Covenants Running with the Land. This Agreement shall run with the Roadway and Easement Property and shall be binding upon and shall inure to the benefit and burden of the heirs, legal representatives, successors, and assigns of City and Owner and any person, firm, corporation, or other entity that may become a successor in interest to the Roadway and Easement Property.

Section 6. Applicable Law/Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any actions initiated under or in connection with this Agreement shall be in the Circuit Court of the Seventh Judicial Circuit in and for Flagler County, Florida.

Section 7. Time is of the Essence. Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement.

Section 8. Further Documentation. The Parties agree that at any time following a request therefor by the other party, each shall execute and deliver to the other party such further documents and instruments reasonably necessary to confirm and/or effectuate the obligations of either party hereunder.

Section 9. Amendment. This Agreement may be amended only in writing, formally executed in the same manner as this Agreement.

Section 10. Counterparts. This Agreement and any amendment(s) may be executed in up to two (2) counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their respective duly authorized representatives on the dates set forth below.

CITY OF BUNNELL

By: _____
Catherine D. Robinson, Mayor

Date: _____

Attest: _____
Clerk

Approved as to form and legality:

Wade C. Vose, Esq. City Attorney

Signed, sealed and delivered
in the presence of:

OARE ASSOCIATES, LLC,
A Florida Limited Liability Company

WITNESS
Print Name _____

By: ROBERT LENN OARE, III
Its: Manager

WITNESS
Print Name _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by
_____ as _____ of _____.

Personally Known ___ OR Produced Identification _____

WITNESS my hand and official seal in the County and State aforesaid this ____ day of _____, 2015.

Notary Public

Print Name

My Commission Expires: _____

Exhibit "A"
Description of Roadway Property Conveyed

EXHIBIT A

LEGAL DESCRIPTION FOR PROPOSED 80 FOOT WIDE COMMERCE PARKWAY
RIGHT OF WAY:

COMMENCING AT EAST 1/4 CORNER SECTION 11, TOWNSHIP 12 SOUTH,
RANGE 30 EAST; THENCE N00°31'40"W, A DISTANCE OF 23.41 FEET TO THE
SOUTHERLY RIGHT OF WAY OF STATE ROAD 100; THENCE S88°55'20"W
ALONG SAID RIGHT OF WAY, A DISTANCE OF 6.89 FEET; THENCE
S01°04'40"E, A DISTANCE OF 9.00 FEET; THENCE S88°55'17"W, A DISTANCE OF
345.03 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S01°40'14"E, A DISTANCE OF 981.52 FEET; THENCE S88°19'46"W, A
DISTANCE OF 25.67 FEET TO A POINT; THENCE S12°49'51"W, A DISTANCE OF
56.05 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE
LEFT, HAVING A RADIAL DISTANCE OF 236.00 FEET; A CHORD BEARING OF
S05°51'13"W, AND A CHORD DISTANCE OF 57.77 FEET, THENCE SOUTHERLY
ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 14°03'34", A DISTANCE
OF 57.91 FEET; THENCE S01°10'34"E, A DISTANCE OF 257.44 FEET; THENCE
S00°01'26"E, A DISTANCE OF 100.24 FEET; THENCE S00°50'45"E, A DISTANCE
OF 293.07 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO
THE RIGHT, HAVING A RADIAL DISTANCE OF 558.71 FEET; A CHORD
BEARING OF S18°35'03"W, AND A CHORD DISTANCE OF 372.14 FEET, THENCE
SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 38°54'22",
A DISTANCE OF 379.39 FEET; THENCE S38°49'45"W, A DISTANCE OF 16.00
FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT,
HAVING A RADIAL DISTANCE OF 938.12 FEET; A CHORD BEARING OF
S46°09'45"W, AND A CHORD DISTANCE OF 111.97 FEET, THENCE
SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF
06°50'33", A DISTANCE OF 112.04 FEET TO THE POINT OF CURVE OF A NON
TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 2,088.39
FEET; A CHORD BEARING OF S47°31'59"W, AND A CHORD DISTANCE OF
151.40 FEET, THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A
CENTRAL ANGLE OF 04°09'17", A DISTANCE OF 151.43 FEET; THENCE
S45°25'39"W, A DISTANCE OF 385.67 FEET TO A POINT OF CURVE TO THE
LEFT HAVING A RADIUS OF 1,090.00 FEET, A CHORD BEARING OF
S22°38'13"W, CHORD DISTANCE OF 844.45 FEET, AND A CENTRAL ANGLE OF
45°34'51"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF
867.13 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A
RADIUS OF 10.00 FEET; A CHORD BEARING OF S23°00'13"E, AND A CHORD
DISTANCE OF 7.77 FEET, THENCE SOUTHEASTERLY ALONG THE ARC,
THROUGH A CENTRAL ANGLE OF 45°42'01", A DISTANCE OF 7.98 FEET TO A
POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET;
A CHORD BEARING OF S02°41'40"E, AND A CHORD DISTANCE OF 82.08'
FEET, THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL
ANGLE OF 86°19'06", A DISTANCE OF 90.39 FEET TO A POINT OF REVERSE

EXHIBIT A

CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF S17°36'53"W, A CHORD DISTANCE OF 7.77 FEET, AND A CENTRAL ANGLE OF 45°42'01"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 7.98 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,090.00 FEET A CHORD BEARING OF S16°00'24"E, A CHORD DISTANCE OF 407.41 FEET, AND A CENTRAL ANGLE OF 21°32'32"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 409.82 FEET; THENCE S26°46'39"E, A DISTANCE OF 525.29 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CHORD BEARING OF S18°45'03"E, CHORD DISTANCE OF 142.42 FEET, AND A CENTRAL ANGLE OF 16°03'11"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 142.89 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF S31°32'53"E, A CHORD DISTANCE OF 7.11 FEET AND A CENTRAL ANGLE OF 41°38'49"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 7.27 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF S05°02'40"E, A CHORD DISTANCE OF 88.23 FEET AND A CENTRAL ANGLE OF 94°39'15"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 99.12 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF S21°27'33"W, A CHORD DISTANCE OF 7.11 FEET, AND A CENTRAL ANGLE OF 41°38'49"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 7.27 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CHORD BEARING OF S29°41'24"W, A CHORD DISTANCE OF 495.35, FEET AND A CENTRAL ANGLE OF 58°06'31"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 517.23 FEET; THENCE S58°44'41"W, A DISTANCE OF 404.17 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 678.50 FEET; A CHORD BEARING OF S20°54'49"W, AND A CHORD DISTANCE OF 821.67 FEET, THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 74°31'50", A DISTANCE OF 882.60 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 758.51 FEET, A CHORD BEARING OF S03°02'28"E, A CHORD DISTANCE OF 349.26 FEET, AND A CENTRAL ANGLE OF 26°37'17"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 352.43 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S09°26'52"E, A CHORD DISTANCE OF 16.87 FEET, AND A CENTRAL ANGLE OF 39°26'05"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 17.21 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF S14°34'23"E, A CHORD DISTANCE OF 82.96 FEET, AND A CENTRAL ANGLE OF 87°28'35"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 91.61 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF S38°35'32"W, A CHORD DISTANCE OF 16.87 FEET, AND A CENTRAL ANGLE OF 39°26'17"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 17.21 FEET TO

EXHIBIT A

THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 758.51 FEET; A CHORD BEARING OF S24°56'52"W, AND A CHORD DISTANCE OF 160.55 FEET, THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°09'02", A DISTANCE OF 160.85 FEET; THENCE S31°01'22"W, A DISTANCE OF 230.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 3,960.00 FEET, A CHORD BEARING OF S29°39'31"W, CHORD DISTANCE OF 188.55 FEET, AND A CENTRAL ANGLE OF 02°43'42"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 188.56 FEET; THENCE S28°14'42"W, A DISTANCE OF 412.22 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 360.00 FEET; A CHORD BEARING OF S19°03'43"W, AND A CHORD DISTANCE OF 114.90 FEET, THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 18°21'57", A DISTANCE OF 115.40 FEET; THENCE S09°52'44"W, A DISTANCE OF 100.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET, A CHORD BEARING OF S32°41'24"W, CHORD DISTANCE OF 341.17 FEET, AND A CENTRAL ANGLE OF 45°37'19"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 350.35 FEET; THENCE S55°29'58"W, A DISTANCE OF 101.14 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY #1; THENCE N34°29'42"W ALONG THE SAID RIGHT OF WAY, A DISTANCE OF 80.00 FEET TO A POINT; THENCE LEAVING SAID RIGHT OF WAY N55°30'04"E, A DISTANCE OF 101.14 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, A CHORD BEARING OF N32°41'24"E, CHORD DISTANCE OF 279.14 FEET, AND A CENTRAL ANGLE OF 45°37'19"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 286.65 FEET; THENCE N09°52'44"E, A DISTANCE OF 100.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET, A CHORD BEARING OF N19°03'42"E, CHORD DISTANCE OF 140.44 FEET, AND A CENTRAL ANGLE OF 18°21'57"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 141.04 FEET; THENCE N28°14'42"E, A DISTANCE OF 412.25 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 4,040.00 FEET; A CHORD BEARING OF N29°39'31"E, AND A CHORD DISTANCE OF 192.39 FEET, THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°43'44", A DISTANCE OF 192.41 FEET; THENCE N31°01'22"E, A DISTANCE OF 230.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 678.51 FEET, A CHORD BEARING OF N25°00'53"E, CHORD DISTANCE OF 142.04 FEET, AND A CENTRAL ANGLE OF 12°00'58"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 142.30 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 25.00 FEET; A CHORD BEARING OF N01°27'19"W, AND A CHORD DISTANCE OF 17.48 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 40°55'31", A DISTANCE OF 17.86 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF N14°34'21"E, A CHORD

EXHIBIT A

DISTANCE OF 71.36 FEET, AND A CENTRAL ANGLE OF 72°58'51"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 76.43 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N30°35'55"E, A CHORD DISTANCE OF 17.48 FEET, AND A CENTRAL ANGLE OF 40°55'43"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 17.86 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 678.57 FEET; A CHORD BEARING OF N03°06'33"W, AND A CHORD DISTANCE OF 310.87 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 26°29'02", A DISTANCE OF 313.66 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 758.50 FEET; A CHORD BEARING OF N20°54'58"E, AND A CHORD DISTANCE OF 918.61 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 74°32'09", A DISTANCE OF 986.73 FEET; THENCE N58°44'39"E, A DISTANCE OF 404.89 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF N30°00'37"E, CHORD DISTANCE OF 413.44 FEET, AND A CENTRAL ANGLE OF 57°28'04"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 431.29 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N22°33'21"W, A CHORD DISTANCE OF 8.08 FEET, AND A CENTRAL ANGLE OF 47°39'53"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 8.32 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF N05°02'40"W, A CHORD DISTANCE OF 79.27 FEET, AND A CENTRAL ANGLE OF 82°41'15"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 86.59 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N12°28'01"E, A CHORD DISTANCE OF 8.08 FEET, AND A CENTRAL ANGLE OF 47°39'53"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 8.32 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF N19°04'17"W, A CHORD DISTANCE OF 115.32 FEET, AND A CENTRAL ANGLE OF 15°24'44"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 115.67 FEET; THENCE N26°46'39"W, A DISTANCE OF 525.29 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,170.00 FEET, A CHORD BEARING OF N15°57'05"W, CHORD DISTANCE OF 439.52 FEET, AND A CENTRAL ANGLE OF 21°39'08"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 442.15 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N26°43'55"W, A CHORD DISTANCE OF 7.36 FEET, AND A CENTRAL ANGLE OF 43°12'47"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 7.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF N02°41'40"W, A CHORD DISTANCE OF 85.80 FEET, AND A CENTRAL ANGLE OF 91°17'16"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 95.60 FEET TO A POINT OF REVERSE CURVE TO

EXHIBIT A

THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N21°20'35"E, A CHORD DISTANCE OF 7.36 FEET, AND A CENTRAL ANGLE OF 43°12'47"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 7.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,170.00 FEET, A CHORD BEARING OF N22°34'55"E, A CHORD DISTANCE OF 908.50 FEET, AND A CENTRAL ANGLE OF 45°41'27"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 933.03 FEET; THENCE N45°25'39"E, A DISTANCE OF 384.51 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 2,168.39 FEET; A CHORD BEARING OF N47°31'01"E, AND A CHORD DISTANCE OF 158.38 FEET, THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°11'09", A DISTANCE OF 158.41 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 858.12 FEET; A CHORD BEARING OF N46°15'05"E, AND A CHORD DISTANCE OF 99.74 FEET, THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°39'47", A DISTANCE OF 99.79 FEET; THENCE N38°49'45"E, A DISTANCE OF 12.63 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 478.71 FEET; A CHORD BEARING OF N18°33'04"E, AND A CHORD DISTANCE OF 318.37 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 38°50'40", A DISTANCE OF 324.55 FEET; THENCE N00°50'45"W, A DISTANCE OF 293.66 FEET TO A POINT ON THE SOUTH LINE OF THE FIRST BAPTIST CHURCH OF BUNNELL; THENCE N00°01'26"W, A DISTANCE OF 100.01 FEET; THENCE N01°10'34"W, A DISTANCE OF 256.64 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 316.00 FEET, A CHORD BEARING OF N05°51'13"E, CHORD DISTANCE OF 77.35 FEET, AND A CENTRAL ANGLE OF 14°03'34"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 77.54 FEET; THENCE N12°53'00"E, A DISTANCE OF 92.02 FEET; THENCE N01°41'08"W, A DISTANCE OF 286.41 FEET; THENCE N88°20'07"E, A DISTANCE OF 8.09 FEET; THENCE N01°40'14"W, A DISTANCE OF 650.10 FEET; THENCE N88°55'20"E, A DISTANCE OF 27.33 FEET; THENCE S01°04'40"E, A DISTANCE OF 9.00 FEET; THENCE N88°55'20"E, A DISTANCE OF 58.76 FEET TO THE POINT OF BEGINNING.

Exhibit "B"
Description of Easement Property

EXHIBIT B

LEGAL DESCRIPTION FOR PROPOSED 80 FOOT WIDE COMMERCE PARKWAY
RIGHT OF WAY **AND ASSOCIATED NON-EXCLUSIVE EASEMENTS:**

COMMENCING AT EAST 1/4 CORNER SECTION 11, TOWNSHIP 12 SOUTH,
RANGE 30 EAST; THENCE N00°31'40"W, A DISTANCE OF 23.41 FEET TO THE
SOUTHERLY RIGHT OF WAY OF STATE ROAD 100; THENCE S88°55'20"W
ALONG SAID RIGHT OF WAY, A DISTANCE OF 6.89 FEET; THENCE
S01°04'40"E, A DISTANCE OF 9.00 FEET; THENCE S88°55'17"W, A DISTANCE OF
345.03 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S01°40'14"E, A DISTANCE OF 981.52 FEET; THENCE S88°19'46"W, A
DISTANCE OF 25.67 FEET TO A POINT, **SAID POINT IS THE BEGINNING OF A
15 FOOT NON-EXCLUSIVE EASEMENT LYING ADJACENT SOUTHERLY AND
EASTERLY AND ATTACHED TO THIS DESCRIPTION;** THENCE S12°49'51"W, A
DISTANCE OF 56.05 FEET TO THE POINT OF CURVE OF A NON TANGENT
CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 236.00 FEET; A
CHORD BEARING OF S05°51'13"W, AND A CHORD DISTANCE OF 57.77 FEET,
THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF
14°03'34", A DISTANCE OF 57.91 FEET; THENCE S01°10'34"E, A DISTANCE OF
257.44 FEET; THENCE S00°01'26"E, A DISTANCE OF 100.24 FEET; THENCE
S00°50'45"E, A DISTANCE OF 293.07 FEET TO THE POINT OF CURVE OF A NON
TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 558.71
FEET; A CHORD BEARING OF S18°35'03"W, AND A CHORD DISTANCE OF
372.14 FEET, THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL
ANGLE OF 38°54'22", A DISTANCE OF 379.39 FEET; THENCE S38°49'45"W, A
DISTANCE OF 16.00 FEET TO THE POINT OF CURVE OF A NON TANGENT
CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 938.12 FEET; A
CHORD BEARING OF S46°09'45"W, AND A CHORD DISTANCE OF 111.97 FEET,
THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE
OF 06°50'33", A DISTANCE OF 112.04 FEET TO THE POINT OF CURVE OF A
NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF
2,088.39 FEET; A CHORD BEARING OF S47°31'59"W, AND A CHORD DISTANCE
OF 151.40 FEET, THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A
CENTRAL ANGLE OF 04°09'17", A DISTANCE OF 151.43 FEET; THENCE
S45°25'39"W, A DISTANCE OF 385.67 FEET TO A POINT OF CURVE TO THE
LEFT HAVING A RADIUS OF 1,090.00 FEET, A CHORD BEARING OF
S22°38'13"W, CHORD DISTANCE OF 844.45 FEET, AND A CENTRAL ANGLE OF
45°34'51"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF
867.13 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A
RADIUS OF 10.00 FEET; A CHORD BEARING OF S23°00'13"E , AND A CHORD
DISTANCE OF 7.77 FEET, THENCE SOUTHEASTERLY ALONG THE ARC,
THROUGH A CENTRAL ANGLE OF 45°42'01", A DISTANCE OF 7.98 FEET TO A
POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET;
A CHORD BEARING OF S02°41'40"E , AND A CHORD DISTANCE OF 82.08'

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FEET, THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $86^{\circ}19'06''$, A DISTANCE OF 90.39 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF $S17^{\circ}36'53''W$, A CHORD DISTANCE OF 7.77 FEET, AND A CENTRAL ANGLE OF $45^{\circ}42'01''$; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 7.98 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 1,090.00 FEET A CHORD BEARING OF $S16^{\circ}00'24''E$, A CHORD DISTANCE OF 407.41 FEET, AND A CENTRAL ANGLE OF $21^{\circ}32'32''$; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 409.82 FEET; THENCE $S26^{\circ}46'39''E$, A DISTANCE OF 525.29 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CHORD BEARING OF $S18^{\circ}45'03''E$, CHORD DISTANCE OF 142.42 FEET, AND A CENTRAL ANGLE OF $16^{\circ}03'11''$; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 142.89 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF $S31^{\circ}32'53''E$, A CHORD DISTANCE OF 7.11 FEET AND A CENTRAL ANGLE OF $41^{\circ}38'49''$; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 7.27 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF $S05^{\circ}02'40''E$, A CHORD DISTANCE OF 88.23 FEET AND A CENTRAL ANGLE OF $94^{\circ}39'15''$; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 99.12 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF $S21^{\circ}27'33''W$, A CHORD DISTANCE OF 7.11 FEET, AND A CENTRAL ANGLE OF $41^{\circ}38'49''$; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 7.27 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 510.00 FEET, A CHORD BEARING OF $S29^{\circ}41'24''W$, A CHORD DISTANCE OF 495.35, FEET AND A CENTRAL ANGLE OF $58^{\circ}06'31''$; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 517.23 FEET; THENCE $S58^{\circ}44'41''W$, A DISTANCE OF 404.17 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 678.50 FEET; A CHORD BEARING OF $S20^{\circ}54'49''W$, AND A CHORD DISTANCE OF 821.67 FEET, THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF $74^{\circ}31'50''$, A DISTANCE OF 882.60 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 758.51 FEET, A CHORD BEARING OF $S03^{\circ}02'28''E$, A CHORD DISTANCE OF 349.26 FEET, AND A CENTRAL ANGLE OF $26^{\circ}37'17''$; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 352.43 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF $S09^{\circ}26'52''E$, A CHORD DISTANCE OF 16.87 FEET, AND A CENTRAL ANGLE OF $39^{\circ}26'05''$; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 17.21 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF $S14^{\circ}34'23''E$, A CHORD DISTANCE OF 82.96 FEET, AND A CENTRAL ANGLE OF $87^{\circ}28'35''$; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 91.61 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF $S38^{\circ}35'32''W$, A

EXHIBIT B

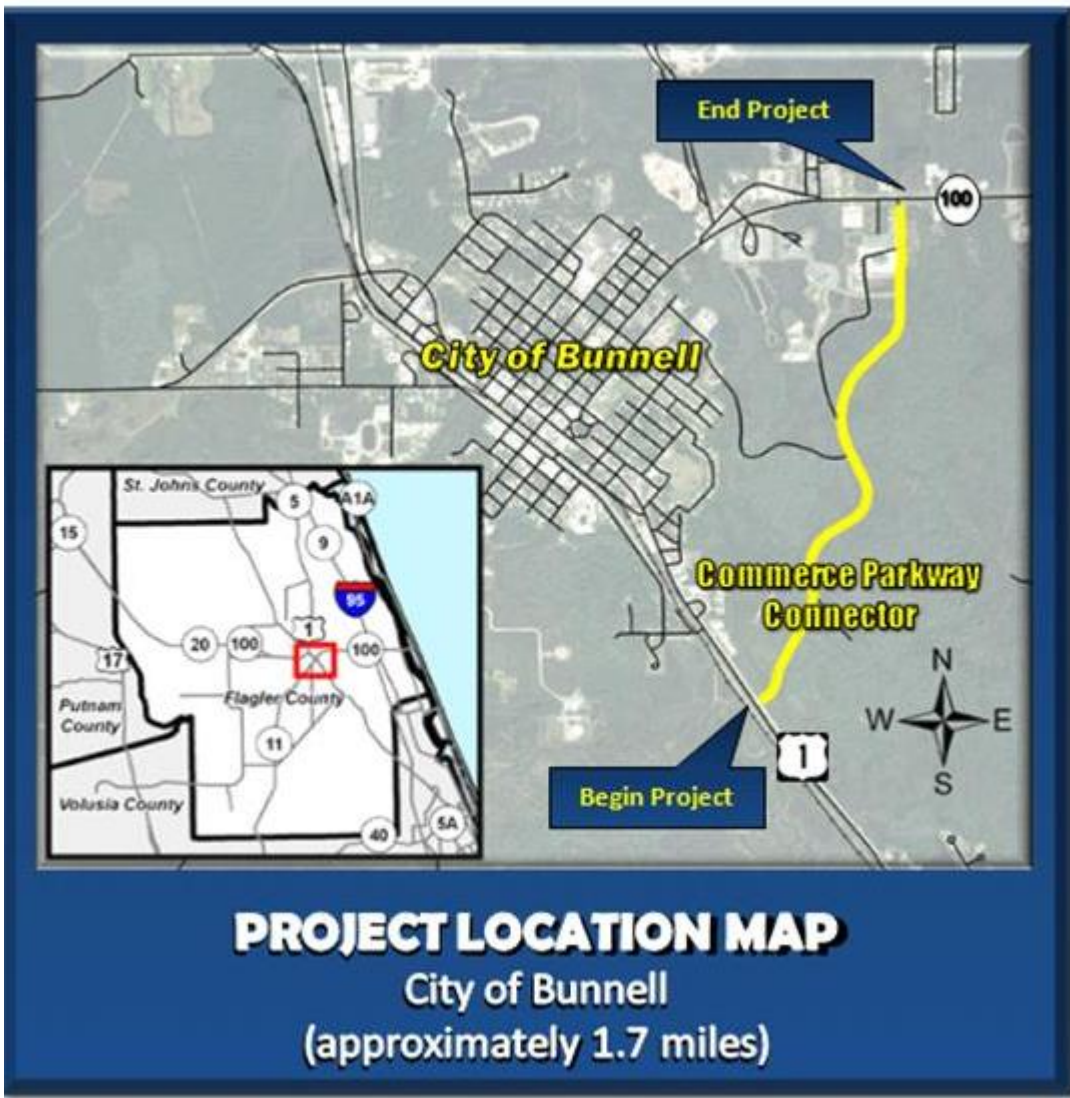
CHORD DISTANCE OF 16.87 FEET, AND A CENTRAL ANGLE OF 39°26'17"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 17.21 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 758.51 FEET; A CHORD BEARING OF S24°56'52"W, AND A CHORD DISTANCE OF 160.55 FEET, THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 12°09'02", A DISTANCE OF 160.85 FEET; THENCE S31°01'22"W, A DISTANCE OF 230.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 3,960.00 FEET, A CHORD BEARING OF S29°39'31"W, CHORD DISTANCE OF 188.55 FEET, AND A CENTRAL ANGLE OF 02°43'42"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 188.56 FEET; THENCE S28°14'42"W, A DISTANCE OF 412.22 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 360.00 FEET; A CHORD BEARING OF S19°03'43"W, AND A CHORD DISTANCE OF 114.90 FEET, THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 18°21'57", A DISTANCE OF 115.40 FEET; THENCE S09°52'44"W, A DISTANCE OF 100.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET, A CHORD BEARING OF S32°41'24"W, CHORD DISTANCE OF 341.17 FEET, AND A CENTRAL ANGLE OF 45°37'19"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 350.35 FEET; THENCE S55°29'58"W, A DISTANCE OF 101.14 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF U.S. HIGHWAY #1, SAID POINT BEING THE TERMINOUS OF FORESAID 15 EASEMENT; THENCE N34°29'42"W ALONG THE SAID RIGHT OF WAY, A DISTANCE OF 80.00 FEET TO A POINT, SAID POINT IS THE BEGINNING OF A 15 FOOT NON-EXCLUSIVE EASEMENT LYING ADJACENT NORTHERLY AND WESTERLY AND ATTACHED TO THIS DESCRIPTION; THENCE LEAVING SAID RIGHT OF WAY N55°30'04"E, A DISTANCE OF 101.14 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 360.00 FEET, A CHORD BEARING OF N32°41'24"E, CHORD DISTANCE OF 279.14 FEET, AND A CENTRAL ANGLE OF 45°37'19"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 286.65 FEET; THENCE N09°52'44"E, A DISTANCE OF 100.00 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET, A CHORD BEARING OF N19°03'42"E, CHORD DISTANCE OF 140.44 FEET, AND A CENTRAL ANGLE OF 18°21'57"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 141.04 FEET; THENCE N28°14'42"E, A DISTANCE OF 412.25 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 4,040.00 FEET; A CHORD BEARING OF N29°39'31"E, AND A CHORD DISTANCE OF 192.39 FEET, THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 02°43'44", A DISTANCE OF 192.41 FEET; THENCE N31°01'22"E, A DISTANCE OF 230.54 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 678.51 FEET, A CHORD BEARING OF N25°00'53"E, CHORD DISTANCE OF 142.04 FEET, AND A CENTRAL ANGLE OF 12°00'58"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 142.30 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE

EXHIBIT B

LEFT, HAVING A RADIAL DISTANCE OF 25.00 FEET; A CHORD BEARING OF N01°27'19"W, AND A CHORD DISTANCE OF 17.48 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 40°55'31", A DISTANCE OF 17.86 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF N14°34'21"E, A CHORD DISTANCE OF 71.36 FEET, AND A CENTRAL ANGLE OF 72°58'51"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 76.43 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING OF N30°35'55"E, A CHORD DISTANCE OF 17.48 FEET, AND A CENTRAL ANGLE OF 40°55'43"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 17.86 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 678.57 FEET; A CHORD BEARING OF N03°06'33"W, AND A CHORD DISTANCE OF 310.87 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 26°29'02", A DISTANCE OF 313.66 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 758.50 FEET; A CHORD BEARING OF N20°54'58"E, AND A CHORD DISTANCE OF 918.61 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 74°32'09", A DISTANCE OF 986.73 FEET; THENCE N58°44'39"E, A DISTANCE OF 404.89 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF N30°00'37"E, CHORD DISTANCE OF 413.44 FEET, AND A CENTRAL ANGLE OF 57°28'04"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 431.29 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N22°33'21"W, A CHORD DISTANCE OF 8.08 FEET, AND A CENTRAL ANGLE OF 47°39'53"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 8.32 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF N05°02'40"W, A CHORD DISTANCE OF 79.27 FEET, AND A CENTRAL ANGLE OF 82°41'15"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 86.59 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N12°28'01"E, A CHORD DISTANCE OF 8.08 FEET, AND A CENTRAL ANGLE OF 47°39'53"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 8.32 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING OF N19°04'17"W, A CHORD DISTANCE OF 115.32 FEET, AND A CENTRAL ANGLE OF 15°24'44"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 115.67 FEET; THENCE N26°46'39"W, A DISTANCE OF 525.29 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,170.00 FEET, A CHORD BEARING OF N15°57'05"W, CHORD DISTANCE OF 439.52 FEET, AND A CENTRAL ANGLE OF 21°39'08"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 442.15 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N26°43'55"W, A CHORD DISTANCE OF 7.36 FEET, AND A CENTRAL ANGLE OF 43°12'47";

EXHIBIT B

THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 7.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CHORD BEARING OF N02°41'40"W, A CHORD DISTANCE OF 85.80 FEET, AND A CENTRAL ANGLE OF 91°17'16"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 95.60 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 10.00 FEET, A CHORD BEARING OF N21°20'35"E, A CHORD DISTANCE OF 7.36 FEET, AND A CENTRAL ANGLE OF 43°12'47"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 7.54 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,170.00 FEET, A CHORD BEARING OF N22°34'55"E, A CHORD DISTANCE OF 908.50 FEET, AND A CENTRAL ANGLE OF 45°41'27"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 933.03 FEET; THENCE N45°25'39"E, A DISTANCE OF 384.51 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIAL DISTANCE OF 2,168.39 FEET; A CHORD BEARING OF N47°31'01"E, AND A CHORD DISTANCE OF 158.38 FEET, THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°11'09", A DISTANCE OF 158.41 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 858.12 FEET; A CHORD BEARING OF N46°15'05"E, AND A CHORD DISTANCE OF 99.74 FEET, THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°39'47", A DISTANCE OF 99.79 FEET; THENCE N38°49'45"E, A DISTANCE OF 12.63 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIAL DISTANCE OF 478.71 FEET; A CHORD BEARING OF N18°33'04"E, AND A CHORD DISTANCE OF 318.37 FEET, THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 38°50'40", A DISTANCE OF 324.55 FEET; THENCE N00°50'45"W, A DISTANCE OF 293.66 FEET TO A POINT ON THE SOUTH LINE OF THE FIRST BAPTIST CHURCH OF BUNNELL, SAID POINT BEING THE TERMINOUS OF FORESAID 15 EASEMENT ; THENCE N00°01'26"W, A DISTANCE OF 100.01 FEET; THENCE N01°10'34"W, A DISTANCE OF 256.64 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 316.00 FEET, A CHORD BEARING OF N05°51'13"E, CHORD DISTANCE OF 77.35 FEET, AND A CENTRAL ANGLE OF 14°03'34"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 77.54 FEET; THENCE N12°53'00"E, A DISTANCE OF 92.02 FEET; THENCE N01°41'08"W, A DISTANCE OF 286.41 FEET; THENCE N88°20'07"E, A DISTANCE OF 8.09 FEET; THENCE N01°40'14"W, A DISTANCE OF 650.10 FEET; THENCE N88°55'20"E, A DISTANCE OF 27.33 FEET; THENCE S01°04'40"E, A DISTANCE OF 9.00 FEET; THENCE N88°55'20"E, A DISTANCE OF 58.76 FEET TO THE POINT OF BEGINNING.





City of Bunnell, Florida
Agenda Item No. H-3.

Document Date:	9/18/2015	Amount: \$
Department:	Commissioner Robinson	Account #:
Subject:	Discussion of Martin Luther King Day Parade.	
Attachments: <i>Please number items as they will appear on the agenda.</i>	None	
Agenda Section:	H. New Business	
Summary/Highlights: Commissioner Robinson request discussion of the Martin Luther King Day Parade		
Background: N/A		
Staff Recommendation: This item is for discussion only.		
City Attorney Review: N/A		
Finance Department Review/Recommendation: N/A		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	N/A	
Sandra Bolser, CMC, City Clerk	Approved for the 2015 09 28 Agenda	9/18/2015