

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

JOHN SOWELL

BUNNELL CITY COMMISSION MEETING

Monday, February 26, 2018

7:00 PM

201 West Moody Boulevard,
City Commission Chambers - Building 3
Bunnell, FL 32110

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: American Red Cross Month

B.2. Commendation: Scout Troop 400

C. Consent Agenda:

C.1. Approval of Warrant

a. February 26, 2018 Warrant

C.2. Approval of Minutes

a. February 12, 2018 City Commission Meeting minutes

C.3. Request to approve piggyback contract extension for Ferguson Waterworks

C.4. Request approval for Change Order to the JD Weber Contract for the Grand Reserve Reclaimed Water Main Project

C.5. James Moore & Co. Purchasing Process Improvement Review

C.6. Ameris Remote Business Deposit Agreement

C.7. Request to Approve the Agreement for the Westside Storm and Sanitary Improvements Project

C.8. Request Approval of the Anglin Construction Company Contract for \$41,243 for construction of Commissioner Louis L. Jackson Park

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 2018-02 Amending the Capital Improvements Element of the Comprehensive Plan. - Second Reading.
- E.2.** Ordinance 2018-04 Code of Ordinance Amendment Chapter 10 Animals. - Second Reading.
- E.3.** Ordinance 2018-05 Code of Ordinance Amendment Chapter 14 Prohibiting the Use of Electronic Cigarettes in Certain Locations and Adopting Penalties. - Second Reading.
- E.4.** Ordinance 2018-06 Amending the Code of Ordinance Section 30-1 Development Fees. - First Reading

F. Resolutions: (Legislative):

- F.1.** Budget Resolution 2018-01

G. Old Business: None

H. New Business:

- H.1.** Request to Reduce the Fine/Lien imposed by the Bunnell Code Enforcement Board for Case #07-126 on property located at 106 N. Railroad Street.

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**

Progress Report: Flooding Issues, Culverts, and Ditches
January 2018 City Manager Report

- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and 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) 263-8807.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on February 21, 2018



Proclamation

American Red Cross Month 2018

WHEREAS, the American Red Cross saw a record-breaking year in 2017 of challenging domestic and international response efforts. Through the support of its volunteers, in just 45 days, the Red Cross responded to six of the largest and most complex disasters of 2017 including back-to-back hurricanes, the deadliest week of wildfires in California history, and the horrific mass shooting in Las Vegas. In addition, the Red Cross responded to nearly 50,000 home fires in 2017, providing casework assistance to help 76,000 families recover.

WHEREAS, the Red Cross has a long history of helping our neighbors in need. The Florida's Space Coast Chapter, which serves Bunnell, responded to 152 local disasters, while assisting 198 families, and taught over 1627 children fire safety in the past year alone. They installed 3216 free smoke alarms and provided those residents with fire safety information and created fire escape plans. Also in 2017, provided 2011 case services to members of the Armed Forces, as well as, taught First Aid/CPR/AED & Aquatics classes to 8664 individuals.

WHEREAS, March is American Red Cross Month, a special time to recognize and thank the Red Cross volunteers and donors who give of their time and resources to help members of the community. The Red Cross depends on these local heroes to deliver help and hope during a disaster. We applaud our heroes here in Bunnell who give of themselves to assist their neighbors when they need a helping hand.

WHEREAS, across the country and around the world, the American Red Cross responds to disasters big and small. It collects about 40 percent of the nation's blood supply; provides 24-hour support to military members, veterans and their families; teaches millions lifesaving skills such as lifeguarding and CPR; and through its Restoring Family Links program, connects family members separated by crisis, conflict or migration.

WHEREAS, we dedicate the month of March to all those who support the American Red Cross mission to prevent and alleviate human suffering in the face of emergencies. Our community depends on the American Red Cross, which relies on donations of time, money and blood to fulfill its humanitarian mission.

NOW, THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim March 2018 as American Red Cross Month in the City of Bunnell, and urge all citizens to thank Red Cross volunteers and donors for supporting this organization and its noble humanitarian mission.

Adopted this 26th day of February 2018

Catherine D. Robinson, Mayor

Kristen Bates, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. B.2.

Document Date: 2/16/2018 Amount:
Department: Public Works and Parks/Rec Account #:
Subject: Commendation: Scout Troop 400
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

ATTACHMENTS:

Description	Type
Cert of Appreciation	Exhibit

Summary/Highlights:

Scout Troop 400, volunteered on Sunday, January 28th, to assist in clean up of Edward Johnson (EJ) park.

Background:

Scout Troop 400, as part of community involvement, has volunteered to clean Edward Johnson Park every other month and attend a City Council Meeting to learn more about how our local Government functions. Lisa Mickel, has coordinated this effort with our Public Works Director Perry Mitrano.

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:



Certificate of Appreciation

is hereby granted to

SCOUT TROOP 400

for their time, efforts, and enthusiasm towards enhancing the image of our City. Volunteering to assist in cleaning Edward Johnson Park, and participating in our local Government.

Awarded: Monday, the 26th day of February 2018

Catherine D. Robinson, Mayor





City of Bunnell, Florida

ATTACHMENTS:

Description

Feb 26 2018 Warrant

Type

Exhibit



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 02/26/2018

Post Dates - 02/26/2018

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	382.39
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	528.91
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	743.12
		Colonial Life & Accident Insur	01/2018	001-2185000	513.54
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	290.17
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	360.33
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	562.01
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	580.34
		New Directions	EAP Services - 17661-02/18 -	001-2184000	391.88
		Florida Health Care Plans	FHC HMO T66 RETIREE	001-2184500	563.01
		Florida Health Care Plans	FHC HMO T66	001-2184000	22,419.03
		Florida Health Care Plans	FHC Triple Option	001-2184000	726.74
		Florida Health Care Plans	FHC HMO T23 - FRASER	001-2184500	1,524.84
		Florida Health Care Plans	FHC HMO T23	001-2184000	6,380.10
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	281.65
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	288.03
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	607.46
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	445.95
		Mylia Williamson	Hall Security Deposit Refund	001-2201000	150.00
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	338.53
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	234.32
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	171.57
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	343.15
		Bankcard Center	Unprocessed Invoices & State	001-2021000	902.62
		Bankcard Center	Unprocessed Invoices & State	001-2021000	5,517.42
					<u>45,247.11</u>
Department: 512 - Executive					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
				Department 512 - Executive Total:	<u>-9.29</u>
Department: 513 - Administrative Services					
		Document Technologies	LRM4Y00834 Copier Overage	001-0513-513.4700	14.37
		ACME Trophies & Awards	Name Plate - City Clerk	001-0513-513.3400	13.00
		Crown Shredding LLC	Shredding Service	001-0513-513.3400	47.64
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	89.00
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	57.60
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	25.81
		Bankcard Center	Intrest Charges	001-0513-513.4900	3.42
		Business Information Systems	BIS Software Maintenance	001-0513-513.3400	850.00
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	112.97
				Department 513 - Administrative Services Total:	<u>1,213.81</u>
Department: 514 - Legal Counsel					
		Vose Law Firm, LLP	Legal Fees for January 2018	001-0514-514.3103	7,000.00
				Department 514 - Legal Counsel Total:	<u>7,000.00</u>
Department: 516 - Finance					
		DEX Imaging	Contract & Overage	001-0516-516.4700	39.00
		DEX Imaging	Contract & Overage	001-0516-516.4700	7.11
		Tyler Business Forms	Check Stock	001-0516-516.5100	112.49
		Bankcard Center	Hotel Stay 2/27/18 - 3/2/18	001-0516-516.4000	501.30
				Department 516 - Finance Total:	<u>659.90</u>
Department: 517 - Information Technology					
		Verizon Wireless	Verizon Wireless - FY2016	001-0517-517.4100	-10.87

(None)

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Bunnell Auto Supply, Inc.	Battery, Core Deposits	001-0541-541.4640	130.49
	Staples Advantage	Mop, Swiffer, Wet Pad, Pineso	001-0541-541.5200	32.39
	Staples Advantage	Mop, Swiffer, Wet Pad, Pineso	001-0541-541.5200	62.99
	Staples Advantage	Mop, Swiffer, Wet Pad, Pineso	001-0541-541.5200	80.06
	Staples Advantage	Lysol, Purell, Lysol Wipes	001-0541-541.5200	3.74
	Staples Advantage	Lysol, Purell, Lysol Wipes	001-0541-541.5200	9.00
	Staples Advantage	Lysol, Purell, Lysol Wipes	001-0541-541.5200	5.70
	Staples Advantage	Bleach, Cleaner, Mop Head &	001-0541-541.5200	22.98
	Staples Advantage	Bleach, Cleaner, Mop Head &	001-0541-541.5200	46.19
	Staples Advantage	Bleach, Cleaner, Mop Head &	001-0541-541.5200	4.77
	Staples Advantage	Bleach, Cleaner, Mop Head &	001-0541-541.5200	14.92
	Bunnell Auto Supply, Inc.	2 Cycle, Glass Urethane, Lucas	001-0541-541.4640	29.63
	DG Hardware, Inc.	Lysol Sprays	001-0541-541.5200	18.45
	K & M Mower and Small Engi	Chain Saw Chains & Sharpeni	001-0541-541.4640	288.14
	Bunnell Auto Supply, Inc.	Bulk Battery Cable, Cable Lug,	001-0541-541.4640	119.06
	Fuels Unlimited Inc	WASTE OIL PICK UP	001-0541-541.3400	75.00
	Florida Power & Light	16455-03937 SPLIT - PW/WS	001-0541-541.4300	128.21
	Halifax Paving, Inc.	HOT ASPHALT FOR RESURFACI	001-0541-541.5300	160.37
	Bunnell Auto Supply, Inc.	Spark Plug, Air Filter, Tool Box	001-0541-541.4640	46.58
	Nicholson A/C & Heating, Inc.	ICE MACHINE RENTAL	001-0541-541.4400	130.00
	Florida Power & Light	73276-60176 - GF PW - 212 1/	001-0541-541.4300	10.97
	UniFirst Corporation	UNIFORMS	001-0541-541.5220	41.66
	Florida Power & Light	37390-07957 - GF PW - Street	001-0541-541.4300	3,444.87
	Florida Power & Light	37400-05982 - GF PW - Traffic	001-0541-541.4300	168.79
	Bunnell Auto Supply, Inc.	Cut Off 3 10	001-0541-541.4640	9.99
	Bunnell Auto Supply, Inc.	Hose	001-0541-541.4640	67.49
	Bunnell Auto Supply, Inc.	Blstr Pack Miniature Bulbs, W	001-0541-541.4620	13.18
	O'reilly Automotive Inc	Impact Driver	001-0541-541.5265	59.99
	DG Hardware, Inc.	Marking Paint	001-0541-541.5200	13.66
	O'reilly Automotive Inc	Wiper Blades	001-0541-541.4620	65.94
	AG-PRO Companies	REAR BRAKELIGHT LENS FOR	001-0541-541.4640	63.46
	DG Hardware, Inc.	Yellow & White Paint Markers	001-0541-541.5200	14.54
	Bunnell Auto Supply, Inc.	Napa Heavy Duty 30 QT	001-0541-541.4640	53.88
	Florida Power & Light	56811-06810 - GF PW - 208 S	001-0541-541.4300	200.93
	Florida Power & Light	56821-04848 - GF PW - 202 S	001-0541-541.4300	26.32
	Florida Power & Light	56831-02874 - GF PW - 200 S	001-0541-541.4300	78.92
	Florida Power & Light	66311-06884 - GF PW - 200 S	001-0541-541.4300	52.54
	Florida Power & Light	67468-67586 2540 Hwy US1 I	001-0541-541.4300	10.97
	DG Hardware, Inc.	5 Gallon Cooler	001-0541-541.5200	19.79
	Bankcard Center	Intrest Charges	001-0541-541.4900	20.50
	UniFirst Corporation	UNIFORMS	001-0541-541.5220	37.23
	Bankcard Center	USPS Fuel Audit Mailing	001-0541-541.4200	12.15
	Bunnell Auto Supply, Inc.	30W Oil	001-0541-541.4640	24.00
	Stephen M Rende Roofing Inc	ROOF REPAIR - PW17.0905 H	001-0541-541.4610	890.00
	DG Hardware, Inc.	Fastners	001-0541-541.4640	5.17
	DG Hardware, Inc.	Kay & Key Ring	001-0541-541.4640	14.48
	Department 541 - Road and Street Facilities Total:			14,308.50

Department: 572 - Parks and Recreation

	UniFirst Corporation	UNIFORMS	001-0572-572.5220	17.44
	Sun Country Termite & Pest C	PEST CONTROL	001-0572-572.3400	75.00
	Sun Country Termite & Pest C	PEST CONTROL	001-0572-572.3400	75.00
	DG Hardware, Inc.	Light Bulb	001-0572-572.5200	6.99
	DG Hardware, Inc.	45 Pc Screwdriver Set	001-0572-572.5200	19.99
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	17.44
	DG Hardware, Inc.	Wire Connector	001-0572-572.5200	4.49
	Staples Advantage	Lysol, Purell, Lysol Wipes	001-0572-572.5200	3.75
	Staples Advantage	Lysol, Purell, Lysol Wipes	001-0572-572.5200	9.02
	Staples Advantage	Lysol, Purell, Lysol Wipes	001-0572-572.5200	5.68
	DG Hardware, Inc.	Rake, Glade Plug In	001-0572-572.5200	10.78
	DG Hardware, Inc.	Fastners, Anchor	001-0572-572.5200	2.53

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Bankcard Center

Intrest Charges

001-0517-517.4900

5.47

Department 517 - Information Technology Total:

-5.40

Department: 521 - Law Enforcement

Verizon Wireless

Verizon Wireless - FY2016

001-0521-521.4100

-10.87

Flagler Chrysler Dodge Jeep, I

CREDIT

001-0521-521.4620

-35.51

Bankcard Center

Renewal of 3 Confidential Veh

001-0521-521.4620

25.05

Boulevard Tire Center

Wheel Balance

001-0521-521.4620

96.00

Medi-Quick Urgent Care

Physical Baker & Rodriguez

001-0521-521.3400

230.00

O'reilly Automotive Inc

Battery, Battery Fee

001-0521-521.4620

102.98

Florida Power & Light

01235-95431 - GF PD - 601 E

001-0521-521.4300

9.95

Florida Power & Light

19639-02331 - GF PD - 411 S

001-0521-521.4300

9.95

Florida Power & Light

29732-82177 - GF PD - 201 E

001-0521-521.4300

9.95

Florida Power & Light

60520-97182 - GF PD - 205 S

001-0521-521.4300

9.95

Florida Power & Light

68117-21478 - GF PD - 400 S

001-0521-521.4300

9.95

Florida Power & Light

79034-46115 - GF PD - 410 S S

001-0521-521.4300

9.95

Florida Power & Light

93326-99348 - GF PD - 312 S S

001-0521-521.4300

9.95

Bankcard Center

Intrest Charges

001-0521-521.4900

4.10

O'reilly Automotive Inc

Ceramic Pads

001-0521-521.4620

-39.99

Bankcard Center

Officer Uniform Dry Cleaning

001-0521-521.5220

109.00

Insight Public Sector Inc

Software Maintenance Net M

001-0521-521.3400

1,010.00

Dynamometer

Speedometer Calibration for

001-0521-521.4620

25.00

Dynamometer

Speedometer Calibration for

001-0521-521.4620

100.00

Department 521 - Law Enforcement Total:

1,685.41

Department: 522 - Fire Control

Moore Medical Corp, LLC

CREDIT - Medical Supplies

001-0522-522.5200

-30.00

Sun Country Termite & Pest C

PEST CONTROL

001-0522-522.3400

10.00

Sun Country Termite & Pest C

PEST CONTROL

001-0522-522.3400

40.00

Bunnell Auto Supply, Inc.

Air Valve Relay

001-0522-522.4620

140.99

Florida Power & Light

95189-09859 - GF FD - 1601 O

001-0522-522.4300

130.10

Bankcard Center

Intrest Charges

001-0522-522.4900

4.10

Department 522 - Fire Control Total:

295.19

Department: 524 - Community Development

State of Florida Department o

CORRECTION Quarterly Buildi

001-0524-524.4900

-72.55

Charles J. Cino

Charles Cino PZA & Code Boar

001-0524-524.3102

375.47

Document Technologies

LRM4Y00834 Copier Overage

001-0524-524.4700

14.38

Charles J. Cino

Charles Cino PZA & Code Boar

001-0524-524.3102

375.47

U Name It

2 Polo Shirts - Code Enforcem

001-0524-524.5220

45.96

News Journal

PZA Ad for Variance Request 9

001-0524-524.4800

33.40

News Journal

February PZA Advertisements

001-0524-524.4800

89.00

News Journal

February PZA Advertisements

001-0524-524.4800

89.00

Michael Leo Dove

Building Inspections

001-0524-524.3401

1,525.00

Department 524 - Community Development Total:

2,475.13

Department: 541 - Road and Street Facilities

Grainger

Asphalt Rake

001-0541-541.5200

-83.00

BuildersFirst

Supplies Dr Carter / Lemon St

001-0541-541.5300

-79.20

BuildersFirst

Correction

001-0541-541.5300

158.40

BuildersFirst

CREDIT - Railroad Ties

001-0541-541.4600

-79.20

Alliant Engineering Inc

SJWMD grant application for

001-0541-541.3100

4,670.00

Window Expressions II Inc

Carpet install PD/Irma damag

001-0541-541.4610

1,538.90

Window Expressions II Inc

Carpet install PD/Irma damag

001-0541-541.4610

867.38

UniFirst Corporation

UNIFORMS

001-0541-541.5220

46.41

Bunnell Auto Supply, Inc.

Hold Down Nuts, Charger, Ba

001-0541-541.4640

41.81

Staples Advantage

2018 Deskpads

001-0541-541.5100

5.99

UniFirst Corporation

UNIFORMS

001-0541-541.5220

41.16

Ring Power Corporation

WINDOW SEAL AND LATCH #5

001-0541-541.4640

-71.02

Ring Power Corporation

WINDOW SEAL AND LATCH #5

001-0541-541.4640

80.00

Ring Power Corporation

WINDOW SEAL AND LATCH #5

001-0541-541.4640

92.92

Ring Power Corporation

WINDOW SEAL AND LATCH #5

001-0541-541.4640

46.76

DG Hardware, Inc.

Quikrete Concrete

001-0541-541.5200

201.10

Warrant

Payable Dates: - 02/26/2018 Post Dates: - 02/26/2018

(None)

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	17.44
	The Lake Doctors, Inc	MONTHLY MAINTENANCE - HI	001-0572-572.3400	95.00
	DG Hardware, Inc.	Paint, Paint Brush	001-0572-572.5200	35.98
	Florida Power & Light	14322-90094 - GF PW - 202 S	001-0572-572.4300	1,116.02
	Florida Power & Light	24515-76322 300 Citrus St - P	001-0572-572.4300	98.59
	Florida Power & Light	28635-95142 - GF PR - 400 E	001-0572-572.4300	49.60
	Florida Power & Light	66101-01831 - GF PR / PD - 20	001-0572-572.4300	512.55
	DG Hardware, Inc.	Sash Lift, Wallboard Anchor Ki	001-0572-572.5200	64.43
	Bankcard Center	Intrest Charges	001-0572-572.4900	13.67
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	20.97
	DG Hardware, Inc.	Receptacle Side	001-0572-572.5200	4.49
	DG Hardware, Inc.	Receptacle Side	001-0572-572.5200	4.49
	Bunnell Auto Supply, Inc.	30 W Oil	001-0572-572.4640	24.00
	DG Hardware, Inc.	Drum Liners, Plugins, Batterie	001-0572-572.5200	29.36
	DG Hardware, Inc.	Chain Link & Paint Chief	001-0572-572.5200	12.58

Department 572 - Parks and Recreation Total: 2,347.28

Department: 590 - Proprietary - other Non-Operating Disbursements

Bankcard Center	INV Short Paid	001-0590-590.6400	32.68
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00
Pete Lehnertz	Retrofit Inspection Services	001-0590-590.8300	60.00

Department 590 - Proprietary - other Non-Operating Disbursements Total: 572.68

Fund 001 - GENERAL FUND Total: 75,790.32

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 401 - ENTERPRISE FUND					
Department: 533 - Water Utility Services					
		Verizon Wireless	Verizon Wireless - FY2016	401-0533-533.4100	-12.42
		USA Blue Book	WTP LAB SUPPLIES	401-0533-533.5205	146.73
		USA Blue Book	WTP LAB SUPPLIES	401-0533-533.5205	36.70
		USA Blue Book	WTP LAB SUPPLIES	401-0533-533.5205	85.58
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	27.28
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0533-533.3401	6.34
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0533-533.3401	6.33
		Ferguson Enterprises, Inc.	Water Mark Paint, Wire Flag B	401-0533-533.5205	568.22
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	27.28
		Ferguson Enterprises, Inc.	LF 3/4 CTS Comp Coups	401-0533-533.5205	262.50
		Sunstate Meter & Supply Inc	5/8 x 3/4 Meters, Antenna, Re	401-0533-533.5264	10,250.00
		Sunstate Meter & Supply Inc	5/8 x 3/4 Meters, Antenna, Re	401-0533-533.5264	8,250.00
		Sunstate Meter & Supply Inc	5/8 x 3/4 Meters, Antenna, Re	401-0533-533.5264	1,539.00
		Pitney Bowes Inc	PRINTED ENVELOPES - WITH P	401-0533-533.4700	529.05
		Staples Advantage	Lysol, Purell, Lysol Wipes	401-0533-533.5205	5.68
		Staples Advantage	Lysol, Purell, Lysol Wipes	401-0533-533.5205	9.02
		Staples Advantage	Lysol, Purell, Lysol Wipes	401-0533-533.5205	3.75
		Bunnell Auto Supply, Inc.	Boxed Miniatures	401-0533-533.4620	8.90
		Allen Precision Equipment Inc	Pipe And Cable Locator Kit	401-0533-533.5264	1,872.50
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0533-533.3401	6.34
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0533-533.3401	6.33
		Document Technologies	LRM4Y00834 Copier Overage	401-0533-533.4700	43.11
		Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0533-533.4300	64.10
		Pace Analytical Services, Inc.	WTP LAB TESTING	401-0533-533.3401	210.00
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	27.28
		Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0533-533.5265	59.50
		Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0533-533.5265	199.50
		Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0533-533.5265	69.50
		Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0533-533.5265	149.50
		Bankcard Center	Correction	401-0533-533.5265	199.50
		Bankcard Center	Post-sale markdown discount	401-0533-533.5265	-199.50
		Oceans Fence and Rail Inc	Security Fence Line on East si	401-0533-533.6300	5,825.00
		Bankcard Center	CREDIT - post sale markdown	401-0533-533.5265	-97.76
		Florida Power & Light	08857-07703 - WS - 1605 E M	401-0533-533.4300	2,803.06
		Florida Power & Light	23515-07823 - WS - 37 Briarw	401-0533-533.4300	15.62
		Florida Power & Light	39472-13538 801 Hymon Cir -	401-0533-533.4300	5.48
		Florida Power & Light	59268-64496 - WS - 1605 E M	401-0533-533.4300	90.12
		Bankcard Center	Intrest Charges	401-0533-533.4900	41.01
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	26.60
		Sunstate Meter & Supply Inc	Neptune, R900 Belt Clip Trans	401-0533-533.5264	2,256.42
		Boulevard Tire Center	Tires 25x1200 Turf Trac	401-0533-533.4640	240.34
		Hawkins Inc	WTP CHEMICALS BPO	401-0533-533.5205	600.00
		K & M Mower and Small Engi	Air Filter	401-0533-533.4640	16.55
		Sunstate Meter & Supply Inc	Meters & Meter Parts	401-0533-533.5264	8,250.00
		Sunstate Meter & Supply Inc	Meters & Meter Parts	401-0533-533.5264	1,539.00
		Sunstate Meter & Supply Inc	Meters & Meter Parts	401-0533-533.5264	10,250.00
		Staples Advantage	BATTERY BACKUP / COUNTER	401-0533-533.5102	28.47
		Staples Advantage	BATTERY BACKUP / COUNTER	401-0533-533.5102	8.49
		Staples Advantage	BATTERY BACKUP / COUNTER	401-0533-533.5102	35.00
		DG Hardware, Inc.	Thread Seal Tape, Trowel & BI	401-0533-533.5205	31.46
Department 533 - Water Utility Services Total:					56,422.46
Department: 535 - Sewer / Wastewater Services					
		Miller Pipeline Corp	CREDIT on INV 392533	401-0535-535.6300	-200.00
		Verizon Wireless	Verizon Wireless - FY2016	401-0535-535.4100	-4.30
		USA Blue Book	Shipping Correction	401-0535-535.5200	35.93
		Alliant Engineering Inc	SJWMD grant application for	401-0535-535.3111	3,500.00
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	23.53
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0535-535.3400	6.33

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0535-535.3400	6.34
DG Hardware, Inc.	Mini Roller, Versa Tray	401-0535-535.4620	37.76
UniFirst Corporation	UNIFORMS	401-0535-535.5220	23.53
Sunstate Meter & Supply Inc	5/8 x 3/4 Meters, Antenna, Re	401-0535-535.5264	1,539.00
Sunstate Meter & Supply Inc	5/8 x 3/4 Meters, Antenna, Re	401-0535-535.5264	8,250.00
Sunstate Meter & Supply Inc	5/8 x 3/4 Meters, Antenna, Re	401-0535-535.5264	10,250.00
City Electric Supply	Junction Boxes	401-0535-535.4640	53.13
Pitney Bowes Inc	PRINTED ENVELOPES - WITH P	401-0535-535.4700	529.05
Staples Advantage	Lysol, Purell, Lysol Wipes	401-0535-535.5200	3.75
Staples Advantage	Lysol, Purell, Lysol Wipes	401-0535-535.5200	5.68
Staples Advantage	Lysol, Purell, Lysol Wipes	401-0535-535.5200	9.02
Hawkins Inc	Ultra-Chlor Sodium Hypochlor	401-0535-535.5200	408.00
Allen Precision Equipment Inc	Pipe And Cable Locator Kit	401-0535-535.5264	1,872.50
Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0535-535.3400	6.33
Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0535-535.3400	6.34
Florida Power & Light	06115-08987 - WS - 501 Deen	401-0535-535.4300	41.04
Document Technologies	LRM4Y00834 Copier Overage	401-0535-535.4700	43.10
Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0535-535.4300	64.11
Florida Power & Light	16525-04919 - WS - 305 S Tol	401-0535-535.4300	5,880.06
Florida Power & Light	16885-09957 - WS - 103 Deen	401-0535-535.4300	34.23
Florida Power & Light	27076-01973 - WS - 321 S Bay	401-0535-535.4300	20.41
Florida Power & Light	27516-03917 - WS - 1200 Linc	401-0535-535.4300	72.47
Advanced Enviromental Labor	BPO WWTP LAB TESTING	401-0535-535.3400	952.30
Alliant Engineering Inc	CDBG Grant Engineering Admi	401-0535-535.6300	4,313.75
UniFirst Corporation	UNIFORMS	401-0535-535.5220	23.53
ORMOND SEPTIC SYSTEMS	P/U Dewatering Box, Dumped	401-0535-535.3400	1,100.00
Hawkins Inc	WTP CHEMICALS BPO	401-0535-535.5200	414.00
Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0535-535.5265	199.50
Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0535-535.5265	149.50
Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0535-535.5265	59.50
Bankcard Center	Rigid 3 tools, Batteries, Charg	401-0535-535.5265	69.50
Florida Power & Light	09445-94365 - WS - 2904 E H	401-0535-535.4300	15.72
Bankcard Center	Correction	401-0535-535.5265	199.50
Bankcard Center	Post-sale markdown discount	401-0535-535.5265	-199.50
Bankcard Center	CREDIT - post sale markdown	401-0535-535.5265	-97.75
Florida Power & Light	01408-42220 - WS - 237 Gran	401-0535-535.4300	21.86
Florida Power & Light	05365-06116 - WS - 612 N Or	401-0535-535.4300	20.00
Florida Power & Light	26391-00821 - WS - 1004 S St	401-0535-535.4300	35.18
Florida Power & Light	34080-03816 - WS - 410 N An	401-0535-535.4300	51.63
Florida Power & Light	38244-16469 - WS - 301 S An	401-0535-535.4300	198.71
Florida Power & Light	39472-13538 801 Hymon Cir -	401-0535-535.4300	5.49
Florida Power & Light	76171-09884 - WS - 1200 E M	401-0535-535.4300	97.38
Florida Power & Light	82864-01883 - WS - 2250 Old	401-0535-535.4300	84.05
Florida Power & Light	95527-02467 - WS - 1300 S U	401-0535-535.4300	44.53
Bankcard Center	Intrest Charges	401-0535-535.4900	41.01
UniFirst Corporation	UNIFORMS	401-0535-535.5220	6.51
UniFirst Corporation	UNIFORMS	401-0535-535.5220	19.06
Sunstate Meter & Supply Inc	Neptune, R900 Belt Clip Trans	401-0535-535.5264	2,256.41
Hawkins Inc	WTP CHEMICALS BPO	401-0535-535.5200	408.00
Sunstate Meter & Supply Inc	Meters & Meter Parts	401-0535-535.5264	1,539.00
Sunstate Meter & Supply Inc	Meters & Meter Parts	401-0535-535.5264	8,250.00
Sunstate Meter & Supply Inc	Meters & Meter Parts	401-0535-535.5264	10,250.00
Staples Advantage	BATTERY BACKUP / COUNTER	401-0535-535.5100	8.50
Staples Advantage	BATTERY BACKUP / COUNTER	401-0535-535.5100	28.48
Staples Advantage	BATTERY BACKUP / COUNTER	401-0535-535.5100	34.99
Alliant Engineering Inc	CDBG Grant Engineering Admi	401-0535-535.6300	-8,170.00
Department 535 - Sewer / Wastewater Services Total:			54,947.68

Department: 536 - Engineering - Utilities

City of Flagler Beach	City Eng Services & Travel	401-0536-536.3400	1,618.56
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Warrant
(None)

Payment Date

Vendor Name
City of Flagler Beach

Payable Dates: - 02/26/2018 Post Dates: - 02/26/2018

Description (Payable)	Account Number	Amount
City Eng Services & Travel	401-0536-536.4000	98.10
Department 536 - Engineering - Utilities Total:		1,716.66
Fund 401 - ENTERPRISE FUND	Total:	113,086.80

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		Interstate Billing Service Inc	CREDIT	402-0534-534.4620	-30.95
		Rush Truck Centers of Florida	CREDIT - TAX REF Fan Blad an	402-0534-534.4620	-30.94
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	14.69
		Jamson Labs/Power Kleen	Magic Cleaner	402-0534-534.5200	199.51
		B & G Sales of Grand Rapids I	CART INVENTORY REPLENISH	402-0534-534.5264	56.00
		B & G Sales of Grand Rapids I	CART INVENTORY REPLENISH	402-0534-534.5264	550.99
		B & G Sales of Grand Rapids I	CART INVENTORY REPLENISH	402-0534-534.5264	693.00
		B & G Sales of Grand Rapids I	CART INVENTORY REPLENISH	402-0534-534.5264	784.00
		Bankcard Center	FDEP Tire Collector Registrati	402-0534-534.4900	35.00
		OTTO Environmental Systems	Garbage & Recycle Carts	402-0534-534.5264	514.51
		OTTO Environmental Systems	Garbage & Recycle Carts	402-0534-534.5264	1,263.75
		OTTO Environmental Systems	Garbage & Recycle Carts	402-0534-534.5264	1,411.00
		Bunnell Auto Supply, Inc.	Reman Valve, Adapters, Conn	402-0534-534.4620	57.06
		Bunnell Auto Supply, Inc.	Coupling, Connector	402-0534-534.4620	21.48
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	14.69
		Boulevard Tire Center	Mount/Dismount, Valves	402-0534-534.4620	77.90
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	2,860.58
		Document Technologies	LRM4Y00834 Copier Overage	402-0534-534.4700	28.72
		Rush Truck Centers of Florida	Cylinder, King Pin Qwik Kit, Fr	402-0534-534.4620	85.00
		Rush Truck Centers of Florida	Cylinder, King Pin Qwik Kit, Fr	402-0534-534.4620	450.00
		Rush Truck Centers of Florida	Cylinder, King Pin Qwik Kit, Fr	402-0534-534.4620	1,491.00
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	14.69
		Bunnell Auto Supply, Inc.	Coupling	402-0534-534.4620	11.99
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	3,918.38
		Bunnell Auto Supply, Inc.	Adapters, Relay, Connector	402-0534-534.4620	44.66
		Bankcard Center	12 Volt Pump	402-0534-534.4620	84.99
		DG Hardware, Inc.	Shovel, Mender	402-0534-534.5200	27.52
		DG Hardware, Inc.	Coupling	402-0534-534.5200	6.29
		Bankcard Center	Intrest Charges	402-0534-534.4900	3.42
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	14.24
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	2,862.17
		Bankcard Center	929--hyd PUMP	402-0534-534.4620	1,465.41
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	3,580.88
		Department 534 - Garbage / Solid Waste Control Services Total:			22,581.63
		Fund 402 - SOLID WASTE Total:			22,581.63

Warrant

Payable Dates: - 02/26/2018 Post Dates: - 02/26/2018

(None)

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 502 - Municipal Complex Building Fund				
Department: 519 - Municipal Complex				
	City Electric Supply	BALLAST	502-0519-519.4610	39.94
	Florida Power & Light	02735-15254 - GF 201 W Moo	502-0519-519.4300	45.06
	Florida Power & Light	08456-32520 - GF - 201 W Mo	502-0519-519.4300	31.79
	Florida Power & Light	47802-16398 - GF - 201 W Mo	502-0519-519.4300	1,173.04
	Florida Power & Light	50935-93118 - GF - 201 W Mo	502-0519-519.4300	36.89
	Florida Power & Light	51926-14112 GF - 104 Forsyth	502-0519-519.4300	132.74
	Florida Power & Light	56661-53118 - GF - 201 W Mo	502-0519-519.4300	295.45
		Department 519 - Municipal Complex Total:		1,754.91
		Fund 502 - Municipal Complex Building Fund Total:		1,754.91
		Grand Total:		213,213.66



Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	75,790.32
401 - ENTERPRISE FUND	113,086.80
402 - SOLID WASTE	22,581.63
502 - Municipal Complex Building Fund	1,754.91
Grand Total:	213,213.66

Account Summary

Account Number	Account Name	Expense Amount
001-0512-512.4100	Communications Expens	-9.29
001-0513-513.3400	Other Contract Services	910.64
001-0513-513.4400	Rental / Lease Expense	201.97
001-0513-513.4700	Printing / Binding Expen	97.78
001-0513-513.4900	Other Current Chgs - Ad	3.42
001-0514-514.3103	Legal Services - Administ	7,000.00
001-0516-516.4000	Travel/Per Diem	501.30
001-0516-516.4700	Printing/Binding Expens	46.11
001-0516-516.5100	Office Supplies	112.49
001-0517-517.4100	Communications Expens	-10.87
001-0517-517.4900	Other Charges	5.47
001-0521-521.3400	Other Contract Services	1,240.00
001-0521-521.4100	Communications Expens	-10.87
001-0521-521.4300	Utility - Public Services	69.65
001-0521-521.4620	Repair / Maint - Vehicles	273.53
001-0521-521.4900	Other Current Chgs & O	4.10
001-0521-521.5220	Uniforms Exp	109.00
001-0522-522.3400	Other Contract Services	50.00
001-0522-522.4300	Utility - Public Services	130.10
001-0522-522.4620	Repair / Maint - Vehicles	140.99
001-0522-522.4900	Other Current Chgs / Ob	4.10
001-0522-522.5200	Operating Supplies	-30.00
001-0524-524.3102	Legal Services	750.94
001-0524-524.3401	Bldg / Fire Inspection Ex	1,525.00
001-0524-524.4700	Printing / Binding Expen	14.38
001-0524-524.4800	Advertising / Promo Exp	211.40
001-0524-524.4900	Other Current Chgs & O	-72.55
001-0524-524.5220	Uniforms Exp	45.96
001-0541-541.3100	Professional Services Ex	4,670.00
001-0541-541.3400	Other Contract Services	75.00
001-0541-541.4200	Postage	12.15
001-0541-541.4300	Utility - Public Services	4,122.52
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4610	Repair / Maint - Bldgs	3,296.28
001-0541-541.4620	Repair / Maint - Vehicles	79.12
001-0541-541.4640	Equipment Repair & Mai	1,042.84
001-0541-541.4900	Other Current Chgs & O	20.50
001-0541-541.5100	Office Supplies Expenses	5.99
001-0541-541.5200	Operating Supplies	467.28
001-0541-541.5220	Uniforms Exp	166.46
001-0541-541.5265	Tools	59.99
001-0541-541.5300	Road Repair Local Optio	239.57
001-0572-572.3400	Other Contract Services	245.00
001-0572-572.4300	Utility - Public Services	1,776.76
001-0572-572.4640	Repair/Maint - Equipme	24.00
001-0572-572.4900	Other Current Chgs & O	13.67
001-0572-572.5200	Operating Supplies	214.56
001-0572-572.5220	Uniforms Exp	73.29

Completed by: 
 Approved by: 

Account Summary

Account Number	Account Name	Expense Amount
001-0590-590.6400	Machinery/Equipment E	32.68
001-0590-590.8300	RCMP Other grants & ai	540.00
001-1410000	Fuel Inventory	6,157.93
001-2021000	Accts Paybl - Gen	6,420.04
001-2184000	Med/Health Employee Li	29,917.75
001-2184500	Retiree Medical	2,087.85
001-2185000	125 Plans Employee Pay	513.54
001-2201000	Deposits Paybl - CtyHall/	150.00
401-0533-533.3401	Other Contract Services	235.34
401-0533-533.4100	Communications Expens	-12.42
401-0533-533.4300	Utility - Public Services	2,978.38
401-0533-533.4620	Repair / Maint - Vehicles	8.90
401-0533-533.4640	Repair / Maint - Equipm	256.89
401-0533-533.4700	Printing / Binding Expen	572.16
401-0533-533.4900	Other Current Chgs & O	41.01
401-0533-533.5102	Office Supplies - Water	71.96
401-0533-533.5205	Operating Supplies Exp -	1,749.64
401-0533-533.5220	Uniforms Exp	108.44
401-0533-533.5264	Small Equipment Purcha	44,206.92
401-0533-533.5265	Tools	380.24
401-0533-533.6300	Improvements - Other T	5,825.00
401-0535-535.3111	Professional Services Ex	3,500.00
401-0535-535.3400	Other Contract Services	2,077.64
401-0535-535.4100	Communications Expens	-4.30
401-0535-535.4300	Utility - Public Services	6,686.87
401-0535-535.4620	Repair / Maint - Vehicles	37.76
401-0535-535.4640	Repair / Maint - Equipm	53.13
401-0535-535.4700	Printing / Binding Expen	572.15
401-0535-535.4900	Other Current Chgs & O	41.01
401-0535-535.5100	Office Supplies Expenses	71.97
401-0535-535.5200	Operating Supplies	1,284.38
401-0535-535.5220	Uniforms Exp	96.16
401-0535-535.5264	Small Equipment Purcha	44,206.91
401-0535-535.5265	Tools	380.25
401-0535-535.6300	Improvements - Other T	-4,056.25
401-0536-536.3400	Other Contract Services	1,618.56
401-0536-536.4000	Travel/Per Diem	98.10
402-0534-534.3400	Other Contract Services	13,222.01
402-0534-534.4620	Repair/Maint Vehicles -	3,727.60
402-0534-534.4700	Printing & Binding - Soli	28.72
402-0534-534.4900	Other Current Charges -	38.42
402-0534-534.5200	Operating Supplies	233.32
402-0534-534.5220	Uniforms - Solid Waste	58.31
402-0534-534.5264	Small Equipment - Solid	5,273.25
502-0519-519.4300	Utility Public Service	1,714.97
502-0519-519.4610	Repair/Maint/Bldg	39.94
	Grand Total:	213,213.66

Project Account Summary

Project Account Key	Expense Amount
None	213,233.63
3400	890.00
5200	2,406.28
cdbgexp	-3,856.25
HLMP	540.00
	Grand Total:
	213,213.66



City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

**CATHERINE D.
ROBINSON
MAYOR**

**JOHN ROGERS
VICE-MAYOR**

**DAN DAVIS
CITY MANAGER**



COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

JOHN SOWELL

BUNNELL CITY COMMISSION MINUTES

Monday, February 12, 2018

7:00 PM

201 West Moody Boulevard,
City Commission Chambers - Building 3
Bunnell, FL 32110

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

Mayor Robinson called the meeting to order at 7:00 pm and led the Pledge to Allegiance.

Roll Call: Present: Mayor Catherine D. Robinson, Vice Mayor John Rogers, Commissioner Bill Baxley, Commissioner John Sowell, Commissioner Elbert Tucker, City Attorney Wade Vose, City Manager Dan Davis, City Clerk Kristen Bates

Invocation for our Military Troops and National Leaders

Commissioner Baxley led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: 2018 Winter Olympic Games Month

Mayor Robinson read the proclamation into the record.

B.2. Commendation: Gospel Gardens and Coquina Landscaping

Public Works Director Perry Mitrano presented the item and Mayor Robinson presented the certificates to the organizations.

C. Consent Agenda:

C.1. Approval of Warrant

- a. February 12, 2018 Warrant

C.2. Approval of Minutes

- a. January 22, 2018 City Commission Workshop Minutes- Community Development Department Presentation
- b. January 22, 2018 City Commission Meeting minutes

C.3. Elan Financial Services Credit Card Application

C.4. Change Order PO COB-08195-2017

Motion: Approve Consent Agenda items C-2 to C-4.

Motion By: Vice Mayor Rogers
Seconded By: Commissioner Sowell
Board Discussion: None
Public Discussion: None
Vote: Motion carries unanimously.

Note: Item C-1 was pulled from the Consent Agenda by Commissioner Sowell

C.1. Approval of Warrant

a. February 12, 2018 Warrant

Commissioner Sowell expressed concerns about continued payment on interest charges, the Commission having to pay for the use of Office 365 and expenses coming out of the Fire Department budget. commented on interest charges on purchases.

City Manager Dan Davis addressed the interest charges and advised an item on this agenda will help prevent this type of expense for the City. This is also something that is discussed in staff meetings frequently. Donnie Wines Sr IT Analyst provided information on why the Commission pays a fee for Office 365. Chief Bolser and City Manager Dan Davis discussed the Fire Department expenses.

Motion: Approve item C-1.

Motion By: Commissioner Sowell

Seconded By: Vice Mayor Rogers

Board Comments: None

Public Comments: 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.

Representatives from Ameris Bank introduced themselves, and discussed the Elan product and credit card.

E. Ordinances: (Legislative):

E.1. Ordinance 2018-02 Amending the Capital Improvements Element of the Comprehensive Plan. - First Reading: City Attorney Vose read the short title into the record. Acting Community Development Director Bates presented the item to the Board.

Motion: Motion to approve Ordinance 2018-02 Amending the Capital Improvements Element of the Comprehensive Plan First Reading.

Motion By: Commissioner Tucker

Seconded By: Commissioner Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

E.2. Ordinance 2018-03 Repealing Ordinance 1958-A and Amending the Code of Ordinance Creating Article VIII Door-to-Door Sales. - First Reading: City Attorney Vose read the short

title into the record. Acting Community Development Director Bates presented the item to the Board.

Motion: Motion to approve Ordinance 2018-03 Repealing Ordinance 1958-A and Amending the Code of Ordinance Creating Article VIII Door-to-Door Sales First Reading.

Motion By: Commissioner Baxley

Seconded By: Vice Mayor Rogers

Board Discussion: Commissioner Sowell – Section 14-151(b) is the background check the only basis for approval by the PD? Bates indicated other jurisdictions did not go into specifics on the types of offenses to preclude approval. Commissioner Sowell indicated we need an Ordinance that is equitable, and spells out the basis for what they can or cannot approve the application. Police Chief Foster agreed with the Commissioner that it needs to be discussed further. Motion withdrawn.

Motion: Table this item for further research.

Motion By: Commissioner Tucker

Seconded By: Commissioner Sowell

Vote: Motion to table carried unanimously. No public comment held as the item was tabled.

E.3. Ordinance 2018-04 Code of Ordinance Amendment Chapter 10 Animals. - First Reading: City Attorney Vose read the short title into the record. Acting Community Development Director Kristen Bates presented the item.

Motion: Approve Ordinance 2018-04 Code of Ordinance Amendment Chapter 10 Animals First Reading.

Motion By: Commissioner Baxley

Seconded By: Commissioner Rogers

Board Discussion: Commissioner Tucker expressed concerns about exempting agricultural zoned property and agriculture uses from these regulations. The City Attorney and staff pointed out the language in the ordinance which provided the exemptions for these uses. Mayor Robinson asked about big pigs and horses. Staff advised even under current regulations those animals would not be permitted in the downtown area of the City. Commissioner Sowell stated his concerns with the charges from the Humane Society and no checks and balances on the charges. He indicated we need a way to offset those charges. He was concerned about HOA regulations and City codes. Staff advised when there are HOA rules against having chickens, the HOA rules would be enforced, but the HOA would address the violations of its rules, not City code enforcement.

Public Discussion: None

Vote: Motion carried 4-1.

Yes: Mayor Robinson; Vice Mayor Rogers; Commissioner Tucker; Commissioner Baxley

No: Commissioner Sowell

E.4. Ordinance 2018-05 Code of Ordinance Amendment Chapter 14 Prohibiting the Use of Electronic Cigarettes in Certain Locations and Adopting Penalties. - First Reading: City Attorney Vose read the short title into the record. Acting Community Development Director Kristen Bates presented the item to the Board.

Motion: Approve Ordinance 2018-05 Code of Ordinance Amendment Chapter 14 Prohibiting the Use of Electronic Cigarettes in Certain Locations and Adopting Penalties First Reading.

Motion By: Commissioner Sowell

Seconded By: Commissioner Tucker

Board Discussion: Commissioner Tucker asked if this ordinance could be taken a step further to prevent sales of e-cigarettes within the City and specifically to minors. There was discussion by the Board about the State regulations. City Attorney Vose provided information on preemption issues with state legislation and advised that the sale of any tobacco product is already addressed by the State.

Public Discussion: None

Vote: Motion carried unanimously.

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request to Surplus the 1998 Pierce Fire Engine
Fire Chief Ron Bolser presented the item to the Board.

Motion: Approve the surplus of the 1998 Pierce Fire Engine

Motion By: Commissioner Tucker

Seconded By: Commissioner Sowell

Board Discussion: Vice Mayor Rogers wanted to make sure the truck is auctioned on an approved site and on some other kind of deal.

Public Discussion: None

Vote: Motion carried unanimously.

I. Reports:

- **City Clerk** – Reminded the Commission there is a workshop for a department presentation before the next Commission meeting. The workshop starts at 6 PM.
- **City Attorney-** None
- **City Manager-** FPL has been in contact with the City about on LED street lighting. Based on the materials being provided, this may be a very good thing for the City to consider. Per Policy, he notified the Board of the emergency purchase order he approved and noted that while an e-mail was sent out about the need, he wanted to provide notice in the meeting too. The City Manager asked if the Board would like to have a mediator come in for a strategic planning session. He provided an update on the speed studies on Elm and Sherman. The Day of Prayer is coming up and Vice Mayor Rogers indicated he wanted to continue to organize this event with limited City staff support to him for the event. Mr. Davis reported he will not be at the meeting on February 26th, but he will have all Directors attend the meeting to answer any questions. The FOP negotiations continue to go well. He requested a date and time for a shade meeting to bring the Board up to date on the progress of the negotiation. Chief Bolser provided an update on the Fire Department transfer. Public Works Director Mitrano provided the Board with the bi-weekly Flooding Issues, Culverts, and Ditches report.
- **Mayor and City Commissioners**
 - Commissioner Tucker- Asked if staff has been reminded about ordering things before having a PO. City Manager Dan Davis confirmed this has been addressed and is discussed frequently.

- Commissioner Baxley- Thanked the Public Works Department for the work being done with the resurfacing program.
- Commissioner Sowell- looking for input on economic development in the City. Specifically, the SR 100 LLC apartment complex will be a decent tax income. Need to find a better way to market our city. Wants to schedule an Economic Development Workshop prior to the budget cycle.
- Vice Mayor Rogers- None
- Mayor Robinson- None

J. Call for Adjournment.

Motion: Adjourn.

Motion By: Commissioner Baxley

Seconded By: Commissioner Tucker

Vote: Motion carried unanimously.

Meeting adjourned at 8:29 pm.

Catherine D. Robinson, Mayor

Kristen Bates, City Clerk

Date

Date



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 2/5/2018 Amount: \$25,000
Department: Utilities Account #: 401.0535.535.5200 /
401.0533.533.5205
Subject: Request to approve piggyback contract extension for Ferguson Waterworks
Agenda Section: Consent Agenda:
Goal/Priority: Financial Health

ATTACHMENTS:

Description	Type
Piggyback Agreement for Signature	Contract
Collier County Extension Agreement	Contract
Collier County Contract 13-6095	Contract

Summary/Highlights:

The Collier County contract renewal expired January 13, 2018. Collier County has a contract extension through July 12, 2018 or until the new contract is awarded and fully executed, whichever is sooner.

Background:

The Utilities Department has used Ferguson Waterworks to purchase water and sewer underground piping, fittings, and miscellaneous items.

Staff Recommendation:

Approve piggyback extension of Collier County contract 13-6095 for Ferguson Waterworks to purchase water and sewer underground piping, fittings, and miscellaneous items in an amount not to exceed \$25,000.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend Approval.

February 5, 2018

The Honorable Catherine D. Robinson Mayor,
City of Bunnell
Post Office Box 756
Bunnell, Florida 321 10

RE: Piggy-Back Contract **Underground Parts**

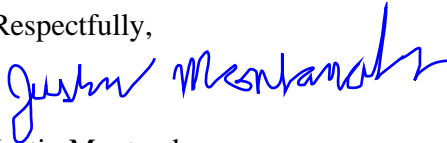
Dear Mayor Robinson:

Ferguson Waterworks is pleased to offer the City of Bunnell (the City) the opportunity utilizing our services for **Underground Parts**. As is common practice and in compliance with Florida laws, I understand the City has requested to "piggy-back" on another municipal contract that **Ferguson** holds for like services.

Ferguson is proposing to utilize our contract with **Collier County**. I have included a copy of the original award notice along with the pricing for the contract.

If the City finds this contract to be a suitable purchasing mechanism, please sign below indicating your acceptance and return a copy to

Respectfully,



Justin Montandon
Ferguson Waterworks

Enclosure: 13-6095

Accepted by the Honorable Mayor Catherine Robinson on behalf of the City of Bunnell

Catherine Robinson, Mayor

Date signed


Administrative Services Department
Procurement Services Division

12/01/2017

Mr. Mark McFalls, General Manager
Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks
3801 Prospect Avenue
Naples, FL 34104
Via Email: joderek.adams@ferguson.com

Re: Extension of Contract #13-6095 "Underground Parts"

Dear Mr. McFalls.:

The above contract will expire 01/13/2018. In order to maintain required service levels in the interim, we request an extension of your contract as provided for in the Collier County Procurement Ordinance until 07/12/2018 or until the new contract is awarded and fully executed, whichever is sooner. The previous contract will be terminated on issuance of the new contract. However, any Purchase Order/Work Order that extends beyond the expiration date of the original contract will survive and remain subject to the terms and conditions of that contract until the completion or termination of the Purchase Order/Work Order.

If you are agreeable to extension of the referenced contract, please indicate your intentions by providing the appropriate information as requested below:

I am agreeable to extending the present contract for the time period indicated under the same terms and conditions as the existing contract.

I am not agreeable to extension of this contract.



Re: Extension of Contract #13-6095 "Underground Parts"

Your prompt attention is urgently requested. Please return this letter to the Procurement Services Division with your response by **12/08/17**. You may email your response to: renewals@colliergov.net. If you have any questions you may contact 239-252-8407.

Regards,

sandraherrera
@colliergov.net

Digitally signed by
sandraherrera@colliergov.net
DN:
c=sandraherrera@colliergov.net
Date: 2017.12.01 10:16:52 -05'00'

Sandra Herrera
Procurement Contract Manager – Procurement Services Division

Acceptance:

Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks

Contractor/Vendor

By:



Signature

MARK MCFALLS GENERAL MANAGER

Name and Title

Date:

12/1/17

Pam Libby, PUD


Collier County
Administrative Services Department
Procurement Services Division

November 3, 2015

Mr. Mark McFalls, General Manager
Ferguson Enterprises, Inc. d/b/a Ferguson Waterworks
3801 Prospect Avenue
Naples, FL 34104
FAX: 239-643-4945
Email: joderek.adams@ferguson.com

RE: Contract Renewal for # 13-6095 "Underground Parts"

Dear Mr. McFalls:

Collier County would like to renew the above agreement under the same terms and conditions for two (2) additional years in accordance with the renewal clause in the agreement. This renewal is contingent upon Project Manager approval.

If you are agreeable please indicate your intentions by providing the information as requested below:

I am agreeable to renewing the above referenced contract under the same terms, conditions, and pricing as the existing contract.

I am not agreeable to renewal of this contract.

By signature this contract will be in effect from January 14, 2016 until January 13, 2018.

Please take a moment to review the Collier County Online Bidding System and refresh your business profile information. Log into the County's site at: <http://bid.colliergov.net/bid/>, select My Profile and My Commodities, and review information and commodities to ensure they accurately reflect your business.




RE: Contract Renewal for # 13-6095 "Underground Parts"

Please return this letter to the Purchasing Department with your response at your earliest convenience. If you have any questions you may contact Lissett De La Rosa at 239-252-6020, email lissettdelarosa@colliergov.net or FAX 239-252-6592.

Respectfully,


Joanne Markiewicz
Director - Procurement Services 11/4/15

Acceptance of Contract Renewal	
Name of Company	FERGUSON ENTERPRISES, INC D/B/A FERGUSON WATERWORKS
Company Signature (Corporate Officer)	
Print Corporate Officer Name	MARK MCFALLS
Signature Date	11/5/15

Updated Contact Information (In order to make sure our contact information is current.)	
Contact Name	MR. MARK MCFALLS, GENERAL MANAGER
Telephone Number	239-643-4970
FAX Number	239-643-4945
Email Address	JDDEREK.ADAMS@FERGUSON.COM
Address	3801 PROSPECT AVE. NAPLES, FL 34104

C: Pam Libby, PUD

A G R E E M E N T 13-6095

for

Underground Parts

THIS AGREEMENT, made and entered into on this 14th day of January 2014, by and between Ferguson Enterprises, Inc., d/b/a Ferguson Waterworks, authorized to do business in the State of Florida, whose business address is 3801 Prospect Avenue, Naples, FL 34104, (the "Contractor") and Collier County, a political subdivision of the State of Florida, (the "County"):

WITNESSETH:

1. **COMMENCEMENT.** The Contractor shall commence the work upon the issuance of a Purchase Order.
2. **CONTRACT TERM.** The contract shall be for a two (2) year period, commencing on Date of Board award and terminating two (2) years from that date.

The County may, at its discretion and with the consent of the Contractor, renew the Agreement under all of the terms and conditions contained in this Agreement for one (1) additional two (2) year period. The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred eighty (180) days. The County shall give the Contractor written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

3. **STATEMENT OF WORK.** The Contractor shall provide Underground Parts in accordance with the terms and conditions of **RFP #13-6095**, Contractor's Proposal and Exhibit A, Scope of Services and Clarifications, referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County Purchasing Policy and Administrative Procedures in effect at the time such services are authorized.
4. **COMPENSATION.** The County shall pay the Contractor for the performance of this Agreement the aggregate of the units actually ordered and furnished at the unit price, according to Exhibit B, Pricing, together with the cost of any other charges/fees submitted in the proposal.

Any County agency may purchase products and services under this contract, provided sufficient funds are included in their budget(s). Payment will be made upon receipt of a proper invoice and upon approval by the Project Manager or his designee, and in

compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services. All invoices must be received within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

5. **SALES TAX.** Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.
6. **NOTICES.** All notices from the County to the Contractor shall be deemed duly served if mailed or faxed to the Contractor at the following Address:

Ferguson Enterprises, Inc., d/b/a Ferguson Waterworks
3801 Prospect Avenue
Naples, FL 34104
Attention: JoDerek Adams
Tel: 239-643-4970
Fax: 239-643-4945
Email: Joderek.adams@ferguson.com

All Notices from the Contractor to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
Purchasing Department
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Purchasing & General Services Director
Tel: 239-252-8407
Fax: 239-252-6480

The Contractor and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Contractor or to constitute the Contractor as an agent of the County.

8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Contractor. Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Contractor. The Contractor shall also be solely responsible for payment of any and all taxes levied on the Contractor. In addition, the Contractor shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Contractor agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Contractor.
9. **NO IMPROPER USE.** The Contractor will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Contractor or if the County or its authorized representative shall deem any conduct on the part of the Contractor to be objectionable or improper, the County shall have the right to suspend the contract of the Contractor. Should the Contractor fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Contractor further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
10. **TERMINATION.** Should the Contractor be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Contractor's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination. The Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Contractor agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
12. **INSURANCE.** The Contractor shall provide insurance as follows:
 - A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.

B. **Business Auto Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.

C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$100,000 for each accident.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy at the following address: Collier County Purchasing, 3327 Tamiami Trail East, Naples, FL 34112.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Contractor during the duration of this Agreement. The Contractor shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Consultant from its insurer, and nothing contained herein shall relieve Contractor of this requirement to provide notice.

Contractor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Contractor, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Collier County Public Utilities Water/Wastewater Department.
15. **CONFLICT OF INTEREST:** Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Contractor further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS CONTRACT.** This Agreement consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Contractor's Proposal, Insurance Certificate, RFP #13-6095 Underground Parts Specifications/Scope of Services, Addendum and Exhibits A and B.
17. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.
18. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any Agreement held by the individual and/or firm for cause.
19. **COMPLIANCE WITH LAWS.** Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety and the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. §

119.0701(2)(a)-(d) and (3))). If Contractor observes that the Agreement Documents are at variance therewith, it shall promptly notify the County in writing. By executing and entering into this agreement, the Contractor is formally acknowledging without exception or stipulation that it is fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the Contractor to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

20. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant Agreement to other governmental entities at the discretion of the successful proposer.
21. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
22. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this Agreement in accordance with Exhibit B, and shall not require a change order or other modification to this Agreement.
23. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Contractor with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
24. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. **CONTRACT STAFFING:** The Contractor's personnel and management to be utilized for this Contract shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that

competent persons will be utilized in the performance of the Agreement. The Contractor shall assign as many people as necessary to complete the services on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service delivery dates.

26. **ORDER OF PRECEDENCE**: In the event of any conflict between or among the terms of any of the Agreement Documents, the terms of the Request for Proposal (RFP) and/or the Contractor's Proposal, the Agreement Documents shall take precedence.
27. **ASSIGNMENT**: Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

* * * * *

IN WITNESS WHEREOF, the Contractor and the County, have each, respectively, by an authorized person or agent, hereunder set their hands and seals on the date and year first above written.

ATTEST:
Dwight E. Brock, Clerk of Courts

By: [Signature]

Dated: 1-27-2014

(SEAL)
Attest as to Chairman's signature only.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: [Signature]
Tom Henning, Chairman

Ferguson Enterprises, Inc.
d/b/a Ferguson Waterworks
Contractor

By: [Signature]
Signature
MARK McFALLS GENERAL MANAGER
↑Type/print signature and title↑

[Signature]
First Witness
Jo Derek Adams

↑Type/print witness name↑

[Signature]
Second Witness
LEE A POWER

↑Type/print witness name↑

Approved as to Form and Legality:

[Signature]
Assistant County Attorney
Colleen M. Greene
Print Name



Exhibit A
Scope of Services and Clarifications
13-6095 Underground Utilities Supplies

This agreement will be to provide commodity based equipment/parts to the Water/Waste Water and other County departments on an as needed basis. This shall include, but not be limited to, the following:

1. Furnish requested utility products generally on a same day or within 2 - 3 business days. This shall also include 24/7 contact and assistance for after hours emergencies, including, responding by providing parts after a natural disaster. For any orders placed by the County for items with long lead times, the Contractor shall inform the County of the estimated delivery date and make every effort to obtain the items in the shortest time possible. The County reserves the right to cancel any long lead time items with no penalty should the lead time extend beyond the original estimated delivery date.
2. Purchase adequate quantities and stock to support the County utility operations. Additionally the supplier shall be able to provide quick delivery to any designated site within the County.
3. Provide an On-line Order system via an internet link. This on-line system must be a complete and comprehensive order system with the capability of providing real-time management reports and invoices into a downloadable Excel format. The County will determine the data requirements with the successful supplier, minimally, the supplier must provide quarterly spend analysis and inventory usage reports by department. This order system must be available for the Public Utilities to view, order and run management reports prior to the start of the Agreement.
4. Provide a customer service representative to serve as a single point of contact to the County to assist with Agreement, order, invoice, and other items relating to the resultant Agreement.
5. Develop a vendor managed inventory plan of the County's physical assets as detailed below. The County at its sole discretion will determine whether to enact the plan in total, or in pieces. Should the County accept the plan, it will be the sole responsibility of the successful supplier to manage and maintain the inventory plan. The County will be responsible for determining the type and quantity of inventory to stock.
6. All invoices shall include payment terms of 1% net 30 days. Invoices shall be submitted to the County with the following information clearly labeled: purchase order number, delivery location, part name and number, unit of measure and quantity, manufacturer, net price and extended price.
7. Conduct Quarterly Business Review Meetings to :
 - 1) Discuss parts usage reports; reports must include, but not limited to: type of parts purchased, volume purchased by plant, manufacturer, fill rate, price, etc.;
 - 2) Review current business processes, and consider "best practices" to help reduce future costs and maximize efficiencies in the procurement and delivery of parts, and to;

- 3) Consider possible pilot program efficiencies particularly around new technology.

Asset Management

Collier County is currently working on a new Asset Management system and will require the contractor to use Collier County part numbers. The contractor shall be available to work with the Asset Management team when needed. The contractor shall also provide the County with Bar Coding system.

Inventory Management Plan

After reviewing the inventory currently on hand at the County warehouse, several opportunities exist to reduce inventory, without sacrificing availability and service. The contractor shall work cooperatively with the County staff to develop an inventory management plan as identified below:

Implementation time 0-90 days after Agreement execution

- Work with County to identify and rank items in order of priority (example A, B, C, etc.). Higher ranked items are industry standards and there is very little need to stock a large quantity, or any quantity, as they are located at Contractor facility less than a mile away from the County warehouse.
- Identify items with long lead times to proactively determine the level of stock required to prevent outages
- Identify emergency and repair items and agree on stocking levels for these items.
- Create minimums for products needed/desired to be kept at the County warehouse.
- Create minimums for products needed/desired to be kept at Ferguson's warehouse.
- Review and create buyback schedule for items needed to be returned to achieve new County stocking minimums.
- Help to review Collier County computer inventory/purchasing system to identify any product demand calculations.
- If no demand system exists, develop a demand system that either Ferguson or the County may maintain (at the County's discretion) to develop better buying history with monthly indicators. In addition incorporate quantities of known upcoming projects with new monthly demands to create better and timelier purchase quantities.
- Schedule weekly or bi-weekly (at County's discretion) warehouse visits with staff to review inventory requirements and run rates, and resolve any issues.

Implementation time 91-120 days after Agreement execution

- Start to review demand data with County staff.
- Review and remedy items stocked, new needs and items that may need to be phased out due to lack of demand or changed specification.



121 Days and throughout Agreement

Review demands and ensure warehouse minimums are maintained monthly.

Online Ordering

Contractor to provide an online system that allows the County to:

- ✓ Access free 24/7.
- ✓ Order material.
- ✓ Utilize Collier County item codes to search items, check history, print on invoices, etc.
- ✓ Review purchasing history.
- ✓ Check local Ferguson inventory.
- ✓ Review product specifications and parts list (great for backflows and hydrants.)
- ✓ Review Individual Invoices.
- ✓ Review Monthly statements.
- ✓ Allow as many County staff access as desired (includes ability of different departments such as warehouse, finance, purchasing to be able to review at same time)
- ✓ Allow for County Supervisor to restrict/enable County staff to access different areas of the website.
- ✓ Work with Collier County to determine which parts should be bar coded and type of equipment necessary to start-up program. Bar coding of incoming parts will be required for the items that Collier County determines will be bar coded.

Currently Collier County has access to the Ferguson on-line ordering system. At no additional cost, Contractor will train County associates in any and all departments that may find it helpful, including the Clerk of Courts Finance Division. County will provide a schedule for training of appropriate personnel. Contractor will also interview County Staff in these training sessions to determine how to modify the site to better assist County Staff in completing their tasks. Through this system Contractor will identify items needing new County product numbers or updated descriptions to help build a more user friendly product file.



Exhibit B
Pricing
13-6095 Underground Utilities Supplies

1. A representative list of items with list price and discount to the County was provided by the Contractor in Section 3 of the RFP response which is incorporated herein by reference. This price list is not inclusive of all parts that will be purchased under this Agreement. The Contractor shall provide the Ferguson Stocked Product Price List, hereinafter "List", which includes the discount off list pricing sorted by manufacturer. This List consists of approximately 5,000 core items which shall be updated as needed, generally on a monthly basis. Pricing under this Agreement not only encompasses the items on the RFP response and the List, but gives the County access to all products from any manufacturer on the List with a published list price at the same discounted rate as the RFP and List items. (Example: Ford Meter Box currently has 250 items on the RFP price proposal, but over 46,000 items would be accessible using this method.) The List shall be provided to the County and Finance in the form of an Excel spreadsheet, however, upon the request of the County, the Contractor will provide the List in CD or other acceptable format, including integration with the SAP financial system.
2. Updates, revisions and/or modifications to the list may include, but not be limited to: addition or deletion of items, and upward or downward changes to the manufacturer discount off list. Should there be any change to the List that results in a net price increase to the County, the Contractor shall provide a letter from the manufacturer substantiating the reason for the increase. Any such price increase shall require written approval by the County and will be effective in the month following the increase. Any such approved changes shall then be reflected in a revised List as provided by the Contractor. No retroactive price increases will be allowed. Requests for consideration of a price adjustment must be made, in writing, to the Agreement Manager and must be based upon increased costs to the Contractor only. Verification of these increases shall be furnished to the County Agreement Manager along with the written request for increase. Any upward price adjustment approved by the County shall impose upon the Contractor the requirement to advise and extend credit to the County when costs similarly decrease.
3. Additionally, any part or Specialty item that is not included in the List, or from any manufacturer on the List, hereinafter "Unlisted Items," shall be available from the Contractor for purchase by the County upon satisfactory negotiation of price between the County Agreement manager and the Contractor. Generally, these Unlisted Items shall be sourced by the Contractor and provided to the County at cost plus an eleven percent (11%) service charge. Any separate freight charges for these Unlisted Items will be paid at cost by the County. Freight shall be FOB Destination. The Contractor may add any Unlisted Parts to the List in order to accommodate future purchases by the County. The Contractor shall also add Unlisted Items to the list upon the request of the County Agreement Manager. Once an Unlisted Item is added to the List, the

pricing shall be fixed at a mutually negotiated quarterly price and reviewed at the end of that quarter for price adjustments if necessary.

4. For commodity type items, such as piping, stainless steel, HDPE and other commodity based items and products that do not have a list price, the Contractor shall provide then-current pricing to the County for ordering purposes. Upon approval of the pricing provided at that time, the County will order the material.
5. For large quantity purchases, the County reserves the right to separately negotiate a more substantial pricing discount with the Contractor, which shall not necessarily affect the pricing on the List.

Direct Material Purchases:

This Agreement may also be used to purchase supplies and parts for capital projects as direct material purchases, after an evaluation of the cost benefit. The County; at its sole option; may choose to purchase some or all of the goods and/or materials directly from suppliers, including manufacturers or distributors in accordance with the County Direct Material Purchase procedure in effect at the time. In that instance the County may require the following information from the Contractor:

1. Specifications relating to goods and/or materials required for job including brand and/or model number or type if applicable
2. Pricing and availability of goods and/or materials provided under Contractor's agreements with material suppliers

The Contractor shall provide a negotiated cost for these purchases to the County, and the County shall issue a Purchase Order directly to the supplier, manufacturer or distributor in order to save sales tax.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Maryland, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A: National Union Fire Ins. Co. of Pittsburg	19445-002	
INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	INSURER B: National Union Fire Ins. Co. of Pittsburg	19445-000	
	INSURER C: National Union Fire Ins. Co. of Pittsburg	19445-001	
	INSURER D: New Hampshire Insurance Company	23841-002	
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 20126867

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y		GL5302600	8/1/2013	8/1/2014	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
B	AUTOMOBILE LIABILITY			AOS CA6403840	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
B	<input checked="" type="checkbox"/> ANY AUTO			MA CA6403841	8/1/2013	8/1/2014	BODILY INJURY (Per person)	\$
C	<input type="checkbox"/> ALL OWNED AUTOS			VA CA6403842	8/1/2013	8/1/2014	BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> Self-Insured							\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
	<input checked="" type="checkbox"/> Physical Damage							\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	EXCESS LIAB							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		AOS WC079331571	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Store 60 - Re: For any and all work performed on behalf of Collier County.

See Attached for Additional Workers' Compensation Policies:

CERTIFICATE HOLDER

CANCELLATION

Collier County Board of County Commissioners
3327 Tamiami Trail, East
Naples, FL 34112

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Maryland, Inc.		NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WC Policy No. WC079331563 - AL, MD, MN, MS, NY, TN, VA
 WC Policy No. WC079331567 - OH, ND, WA, WI, WY
 WC Policy No. WC079331569 - AK, AZ, GA
 WC Policy No. WC079331570 - NJ, PA
 WC Policy No. WC079331571 - IL, KY, NC, NH, UT, VT

Workers' Compensation - AL
 Policy No. WC079331563
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - CA
 Policy No. WC079331564
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - FL
 Policy No. WC079331565
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - OR
 Policy No. WC079331566
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - WI
 Policy No. WC079331567
 Carrier: Illinois National Insurance Company
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - MA
 Policy No. WC079331568
 Carrier: Ins. Co. of the State of PA
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Maryland, Inc.		NAMED INSURED Ferguson Enterprises, Inc. and Subsidiaries (See Attached Named Insured Schedule) 12500 Jefferson Avenue Newport News, VA 23602	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Workers' Compensation - AZ
 Policy No. WC079331569
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - NJ
 Policy No. WC079331570
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Workers' Compensation - IL
 Policy No. WC079331571
 Carrier: New Hampshire Insurance Company
 Policy Period: 08/01/2013 - 08/01/2014
 Statutory
 Limits:
 EL Each Accident \$2,000,000
 EL Disease - Each Employee \$2,000,000
 EL Disease - Policy Limit \$2,000,000

Collier County Board of County Commissioners is included as an Additional Insured under General Liability as required by written contract but only with respect to liability arising out of Named Insured's operations.

**Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds**

Air Cold Supply	Ferguson Heating & Cooling
Air Cold Supply/Webb Distributors	Ferguson Holdings, Inc.
Alamo Pipe & Supply	Ferguson Hospitality Sales
Alaska Pipe & Supply	Ferguson Industrial Plastics and Pump Division
Build.com, Inc.	Ferguson Integrated Systems Division, Inc.
CAL-STEAM, a Wolseley Company	Ferguson Intermountain Piping
Camellia Valley Supply	Ferguson International
Castle Supply Company, Inc.	Ferguson Process Services
CastleNorth	Ferguson Valve & Automation
CFP	Ferguson Waterworks
Chadwick	Ferguson Waterworks - Midwest Pipe
Clayton Group, Inc.	Ferguson Waterworks - Municipal Pipe
Clayton International, LLC	Ferguson Waterworks - Red Hed
Cline Contract Sales	Ferguson Waterworks EPPCO
Colgan Cabinets	Ferguson Waterworks International
Colgan Distributors	Frischkorn, Inc.
Crow Company	Galleria Bath & Kitchen Showplace
D & C Plumbing & Heating Supply	Gilmour Supply Company, Inc.
Davis & Warshow, Inc.	Ferguson Enterprises, Inc. dba Groeniger & Company
Davidson Electric Wholesale Supply	Gulf Refrigeration Supply
The Davidson Corporation, a Delaware Corporation	High Country Plumbing Supply
The Davidson Group Companies, Inc	Home Equipment Company, Inc.
Davidson Group Leasing	Indiana Plumbing Supply Co., Inc.
Davidson Pipe Company Inc., a New York Corporation	Industrial Hub of the Carolinas
Davidson Pipe Supply Company, Inc.	J&G Products
Davies Water	J.D. Daddario Company
Decorative Product Source, Inc.	Kandall Fabricating
E & J Plumbing & Heating Supply Co.	L&H Supply, Inc.
Economy Plumbing and Heating Supply Co.	Lane Piping Co.
Endries International of Canada, Inc.	Lawrence Plumbing Supply Co.
Endries International, Inc.	Lincoln Products
Energy & Process Corporation	Linwood Pipe and Supply
Ferguson Bath Kitchen and Lighting Gallery	Louisiana Utilities Supply Company
Ferguson Enterprises IV, Inc.	Louisiana Chemical Pipe, Valve & Fitting, Inc. dba Wolseley Industrial Group
Ferguson Enterprises of Montana, Inc.	LUSCO
Ferguson Enterprises of Virginia, Inc.	Lyon Conklin & Co., Inc.
Ferguson Enterprises V, Inc.	Mastercraft Cabinets
Ferguson Enterprises, Inc.	Monotube Pile Corporation
Ferguson Enterprises, Inc. of Virginia	Northern Water Works Supply, Inc.
Ferguson Fire & Fabrication, Inc.	Onda-Lay Pipe and Rental, Inc.
Ferguson Fire & Fabrication, Inc. (fka Sierra Craft, Inc.)	Page's Appliances
Ferguson Full Service Supply	Palermo Supply

Ferguson Enterprises, Inc. and Subsidiaries.
List of Named Insureds

Park Supply
Pipe Products
Plumbing Décor
Plumb Source
Power Equipment Direct Inc.
R Supply Company
Record Supply Company
Reese Kitchen, Bath & Lighting Gallery
S.G. Supply Company
S.G. Supply Company dba SG Supply Co., a
Ferguson Enterprise
Sierra Craft, Inc.
SOS Sales
Specialty Pipe & Tube, Inc.
Specialty Pipe & Tube of Texas, Inc.
Summer & Dunbar
Supply North Central Group
Stock Loan Services LLC
Tarpon Wholesale Supplies
T & A Valve Industries, Inc.
The Parnell-Martin Companies LLC
The Plumbers Warehouse
The Stock Market
Tubeco Fabrication, Inc.
United Automatic
Water Works Supplies
Webb Distributors
Western Air Systems and Controls, Inc.
WIA of California, Inc.
Wolseley Industrial Group
Wolseley Industrial Plastics
Wolseley Investments Acquisitions, Inc.
Wolseley Investments, Inc.
Wolseley NA Construction Services, LLC
Wolseley North America, Inc.
Wolseley North American Consulting, LLC
Wolseley North American Services, Inc.
WPCC Forwarding, LLC



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 2/15/2018 Amount: \$26,745.92
Department: Utilities Account #: 401.0535.535.6300
Subject: Request approval for Change Order to the JD Weber Contract for the Grand Reserve Reclaimed Water Main Project
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Contractor Change Order Request	Quote
Change in Work Authorization Agreements	Exhibit
Email from SJRWMD	Exhibit
Purchase Order COB.08560.2018	Contract

Summary/Highlights:

Change orders for this project in the amount of \$26,745.52 for changes in tie-in materials, connections to infrastructure, and coatings to pump station. This change would bring the cost of the project to \$335,568.92, which is still under the \$495,000 project budget.

Background:

This project is being funded by the St. Johns River Water Management District (SJRWMD) Grant Project #31866.

CO # 1 Wet Tap Design Change - \$2748.21

Change Order #1 is due to a change in original design of pipe size. Upon design the tie-in point at the reclaim pump station was believed to be a 6" PVC Pipe, field explorations found it to be a 10" line and a change in materials is required.

CO # 2 Connect to existing 6" Abandoned pipeline - \$17,037.71

Change Order #2 is due to the added cost of extending the reclaim line an additional length of 125ft to direct connect with a non-active raw water supply line. The benefit of this connection will provide an immediate supply of reclaim water to businesses and median irrigation on the SR100 corridor.

CO # 3 Recondition pump station - \$6960.00

Change Order #3 is due to DEP requirement that all city reclaim infrastructure be clearly marked, and painted to identify that the structure is designated for reclaim water only. The current pump station does not have this protective coating or color, without it the lifetime of the equipment can be compromised. This was not in the

original bid document due to expected project cost to exceed grant funding. With the successful bid award below grant threshold, this allows funding to complete this additional task.

The original contract amount to JD Weber was \$308,823.00. The requested change orders total is \$26,745.52. This request would allow the City to amend the contract total cost to \$335,568.92.

This total is well under the total project allowable cost from SJRWMD of \$495,000 and all the change orders qualify as Construction Cost and are included in the grant funding.

Total of Change Orders # 1, #2, #3 = \$26,745.52.

Staff Recommendation:

Approval of Change Orders #1, #2, and #3 in the total amount of \$26,745.92 to complete the project, and authorize the Mayor to sign.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Grant Budget funds are available for this change order. Recommend approval.



JD WEBER CONSTRUCTION
UNDERGROUND UTILITIES



Change Order Number One
Grand Reserve Reclaimed Watermain Extension
Bunnell

TO: The City Of Bunnell DATE: 2/14/2018
 ATTN: Mike Baldwin mbaldwin@bunnellcity.us PAGE: 1 OF 1

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
I. CREDIT ITEMS FROM ORIGINAL CONTRACT				
A. ITEM NO 6 - CONNECT TO EXISTING	1	EA	\$ (2,078.92)	\$ (2,078.92)
CREDIT ITEMS SUBTOTAL				\$ (2,078.92)
II. ADIDTIONAL ITEMS				
A. CONNECT TO EXISTING - UTILIZING 10" X 8" TAPPING ASSEMBLY	1	EA	\$ 4,827.13	\$ 4,827.13
ADDITIONAL CONTRACT ITEMS SUBTOTAL				\$ 4,827.13
GRAND TOTAL OF THIS CHANGE				\$ 2,748.21
ORIGINAL CONTRACT AMOUNT				\$ 308,823.00
TOTAL FROM PREVIOUSLY APPROVED CHANGES				\$ -
NEW CONTRACT AMOUNT INCLUDING ALL CHANGES				\$ 311,571.21

*****NOTES*****

1. The tie in point was originally believed to have been 6" PVC. Field explorations revealed this to in fact be 10" PVC.
2. Please find Attachment "A", RFI for the tie in area in question.

Date: 2/14/2018
 Signed: Joe Weber JR
 JD Weber Construction

Date: 2-15-18
 Accepted By:



JD WEBER CONSTRUCTION
UNDERGROUND UTILITIES



Change Order Number Three
Grand Reserve Reclaimed Watermain Extension
Bunnell

TO: The City of Bunnell DATE: 2/14/2018
 ATTN: Mike Baldwin mbaldwin@bunnellcity.us PAGE: 1 OF 1

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
I. TIE IN TO EXISTING 6" PVC RAW WATERMAIN				
A. ADDITIONAL 8" PVC DR-18 (RESTRAINED)	55	LF	\$ 29.84	\$ 1,641.20
B. 8" 45 DEGREE BEND	6	EA	\$ 251.59	\$ 1,509.54
C. 8"X6" MJ REDUCER	1	EA	\$ 245.74	\$ 245.74
D. 8" MJ SLEEVE LP	4	EA	\$ 274.39	\$ 1,097.56
E. 8" DR-11 DIRECTIONAL DRILL	75	LF	\$ 71.62	\$ 5,371.50
F. LABOR FOR FOR PREPARATION AND CONNECTION TO HORIZONTAL DIRECTIONAL DRILL	1	LS	\$ 1,527.09	\$ 1,527.09
G ADDITIONAL CERTIFIED AS-BUILTS	1	LS	\$ 775.00	\$ 775.00
H. ADDITIONAL PRESSURE TESTING	1	LS	\$ 600.00	\$ 600.00
I. ADDITIONAL BAHIA SOD RESTORATION	123	SY	\$ 2.52	\$ 309.96
J. CONNECT TO EXIST - UTILIZING 6X6 TAP ASSEMBLY	1	EA	\$ 3,960.12	\$ 3,960.12
GRAND TOTAL OF THIS CHANGE				\$ 17,037.71
ORIGINAL CONTRACT AMOUNT				\$ 308,823.00
TOTAL FROM PREVIOUSLY APPROVED CHANGES				\$ 9,708.21
NEW CONTRACT AMOUNT INCLUDING ALL CHANGES TO DATE				\$ 335,568.92

*****NOTES*****

1. The City has requested pricing for this item, which would allow them to have a functioning reclaimed main along SR100
2. Please see attachment "A", sketch for the proposed tie in connection.
3. Should approval of this change order be delayed past 10 days of the date 02-14-2018, an additional mobilization charge of \$1580.00 shall be required.
4. Labor for preparation and connection to horizontal directional drill includes but is not limited too, excavation of sending and receiving pits, leveling and cutting off excess of HDPE DR-11 pipe, and installation of 8" SS inserts.

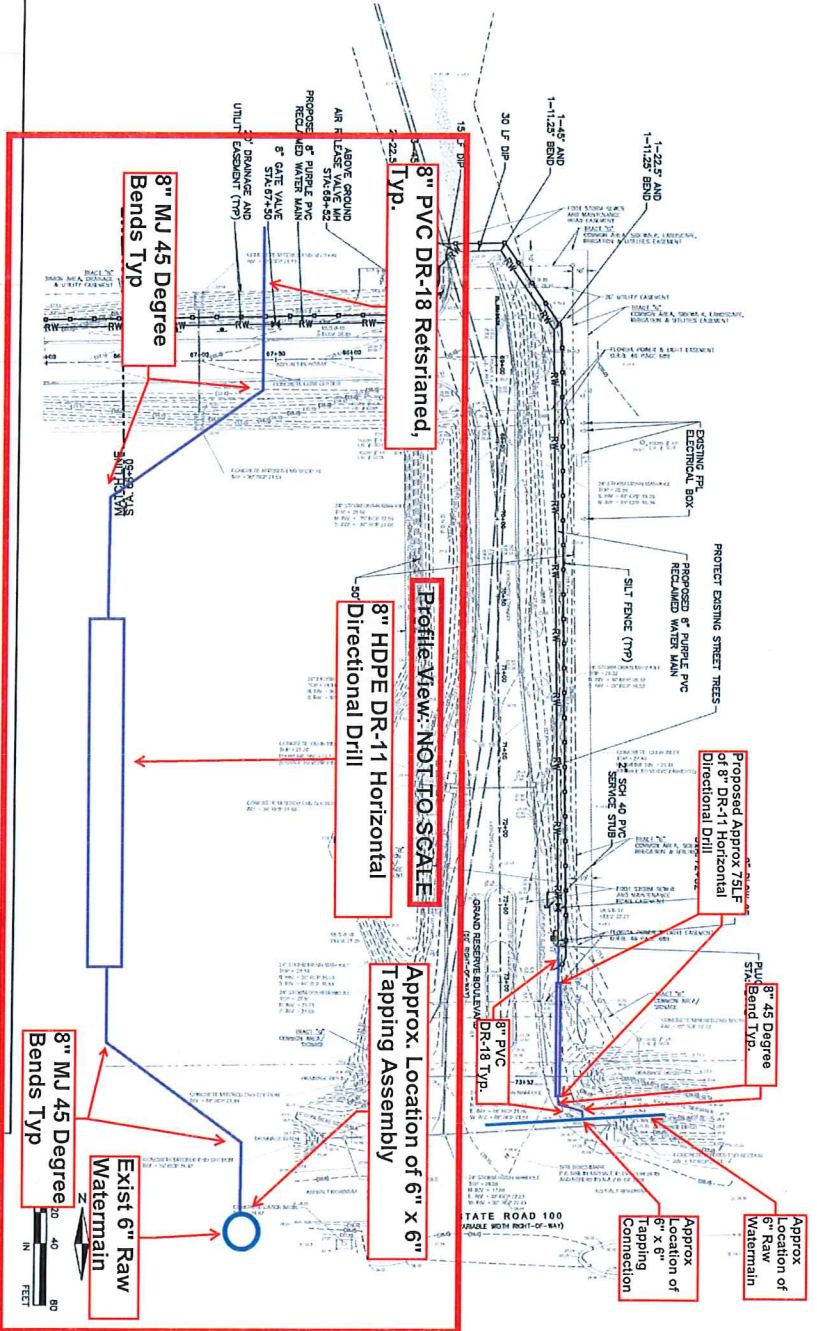
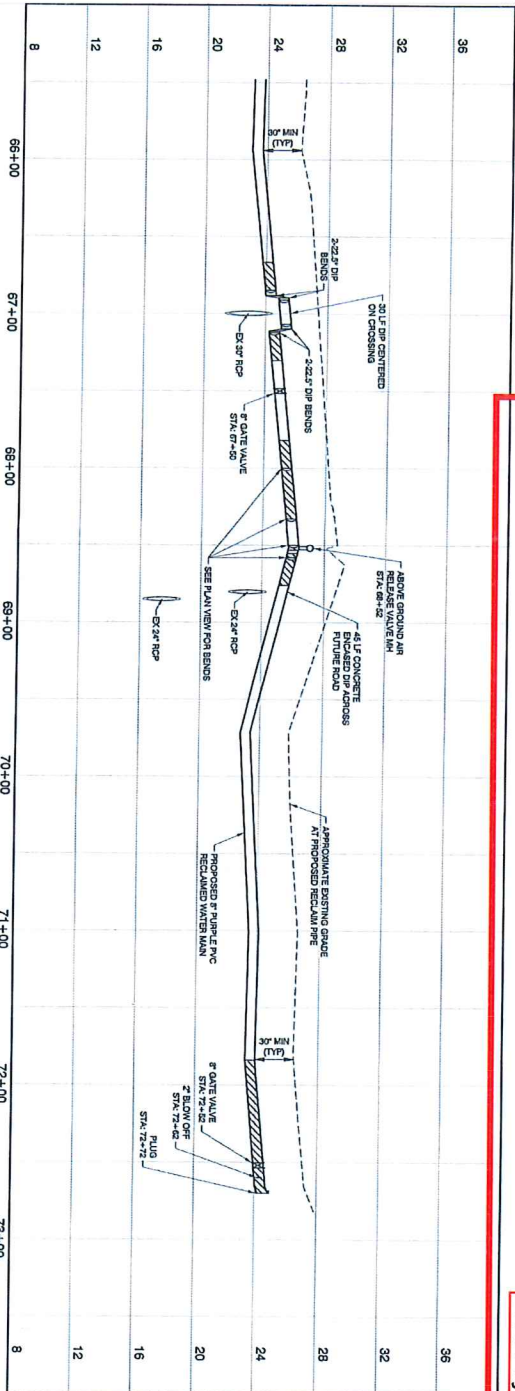
Date: 2/14/2018

Date: 2-15-18

Signed: Joe Weber JR _____

Accepted By:  _____

JD Weber Construction



NO.	DATE	ISSUE
1	7-13-17	PROJECT SET
2	10-26-17	FOR PROGRESS SET
3	10-26-17	FOR PROGRESS SET
4	10-26-17	FOR PROGRESS SET

NO.	DATE	ISSUE
1	7-13-17	PROJECT SET
2	10-26-17	FOR PROGRESS SET
3	10-26-17	FOR PROGRESS SET
4	10-26-17	FOR PROGRESS SET

NO.	DATE	ISSUE
1	7-13-17	PROJECT SET
2	10-26-17	FOR PROGRESS SET
3	10-26-17	FOR PROGRESS SET
4	10-26-17	FOR PROGRESS SET

GRAND RESERVE RECLAIMED WATER MAIN EXTENSION
 CITY PROJECT NO: 2017-04
 CITY OF BUNNELL
GRAND RESERVE DRIVE AND GRAND RESERVE BLVD.
PLAN AND PROFILE

ALLIANT
 7406 Fullerton St, Ste 110
 Jacksonville, FL 32256
 904.547.2583 FAX
 www.alliantinc.com

BUNNELL CITY OF
 1000 N. BUNNELL BLVD.
 BUNNELL, FL 32110
 386.329.2200 FAX
 www.bunnellfl.com



JD WEBER CONSTRUCTION
UNDERGROUND UTILITIES



Proposal
Grand Reserve Reclaimed Watermain Extension
Bunnell

TO: The City Of Bunnell DATE: 2/14/2018
 ATTN: Mike Baldwin mbaldwin@bunnellcity.us PAGE: 1 OF 1

DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
I. ADDITIONALLY REQUESTED ITEMS				
A. PREPARE, PRIME, AND PAINT THE CITY'S RECLAIMED PUMPING STATION AND BFPV ASSEMBLIES, PLANTAIN PURPLE				
	1	LS	\$ 6,960.00	\$ 6,960.00
GRAND TOTAL OF THIS CHANGE				6,960.00
ORIGINAL CONTRACT AMOUNT				308,823.00
TOTAL FROM PREVIOUS CHANGES				2,748.21
NEW CONTRACT AMOUNT INCLUDING ALL CHANGES				318,531.21

*****NOTES*****

1. This proposed change includes pressure washing the areas in question with a chemical solution to remove all loose coatings, dirt, mildew, and surface rust. Power tool cleaning of all rusted surface areas. Spot prime application in bare metal areas with Tnemec series 135 chem-build epoxy primer. Application of one full coat of Tnemec series 135 epoxy primer to all metal surfaces. Application of one finish coat of Tnemec series 73 Endura-shield epoxy urethane, Purple Plantain in color.

Date: 2/14/2018

Signed: Joe Weber JR
 JD Weber Construction

Date: 2-15-18
 Accepted By: 



JD WEBER CONSTRUCTION
UNDERGROUND UTILITIES



REQUEST FOR INFORMATION

PROJECT NAME:	Grand Reserve Reclaimed Extension	DATE SUBMITTED:	2/7/2018
RFI NUMBER:	001	REQUESTED RETURN DATE:	ASAP
ENGINEER:	Alliant Engineering	SUBMITTED BY:	JUNIOR HUNTER
PLAN SHEET NUMBERS:	2 of 14, and 4 of 14		

POTENTIAL PROJECT IMPACTS

NONE/VERIFICATION PURPOSES ONLY	<input type="checkbox"/>
POTENTIAL PRICE DECREASE	<input type="checkbox"/>
POTENTIAL PRICE INCREASE	<input checked="" type="checkbox"/>
POTENTIAL SCHEDULE ACCELERATOR	<input type="checkbox"/>
POTENTIAL SCHEDULE DECELERATOR	<input type="checkbox"/>
POTENTIAL DESIGN MODIFICATIONS	<input checked="" type="checkbox"/>

DESCRIPTION OF REQUEST:


During the construction process, it has been determined that the existing reclaimed watermain at the proposed point of connection, differs in size from the contract documents. As described in pay item number 6, as well as plan sheet numbers 2 and 4 of 14, the contract documents instruct the contractor to connect to an existing 6" PVC reclaimed main. Through our field explorations on site, the existing reclaimed main has been identified and determined to be a 10" PVC main.

PROPOSED SOLUTIONS: (IF APPLICABLE)

JD Weber Construction would like to propose a change order to the original contract documents, utilizing a 10" x 8" tapping sleeve and gate valve, at the proposed point of connection. Due to the larger size of the existing reclaimed watermain, JD Weber Construction feels confident that we can provide the materials and perform the newly required connection with this method far more productively, and in turn, less expensive than cutting in a 10" MJ tee and gate valve.

OFFICIAL RESPONSE:

APPROVED.



RESPONSIBLE AUTHORITY SIGNATURE:

CHANGE IN WORK AUTHORIZATION

CHANGE IN WORK AUTHORIZATION NUMBER: 01

The following change in work is authorized and becomes an addition to the City of Bunnell Purchase Order Number COB-08560-2018 for the SJRWMD Reclaimed Water Expansion Project# 31866:

Owner: City of Bunnell Florida
Utility Department
P.O. Box 756
Bunnell, FL 32110

Contractor: JD Weber Construction
150 Business Center Drive
Ormond Beach, FL 32174

The Change in Work:

- 1. Wet Tap Design Change - \$2748.21
- 2. Change Order #1 is due to a change in original design of pipe size. Upon design the tie-in point at the reclaim pump station was believed to be a 6" PVC Pipe, field explorations found it to be a 10" line and a change in materials is required.
- 3. Requires 10" x 8" Tapping Assembly


Total for Change in Work:

- 1. Credit item from original contract.....-\$2,078.92
 - 2. Utilizing 10"x8" Tapping Assembly.....\$4,827.13
- TOTAL \$2,748.21**

Owner:
CITY OF BUNNELL FLORIDA

Contractor:
JD WEBER CONSTRUCTION

By: _____
Catherine D. Robinson
Mayor, City of Bunnell
Date

BY: 
JD Weber Rep.
Date 2/20/18



CHANGE IN WORK AUTHORIZATION

CHANGE IN WORK AUTHORIZATION NUMBER: 02

The following change in work is authorized and becomes an addition to the City of Bunnell Purchase Order Number COB-08560-2018 for the SJRWMD Reclaimed Water Expansion Project# 31866:

Owner: City of Bunnell Florida
Utility Department
P.O. Box 756
Bunnell, FL 32110

Contractor: JD Weber Construction
150 Business Center Drive
Ormond Beach, FL 32174

The Change in Work:

1. City requested change in work to extend pipeline and connect to existing non-active raw water 6" pipe thus providing a available reclaim main on SR100

Total for Change in Work:

TIE INTO EXISTING 6" PVC RAW WATERMAIN

A. ADDITIONAL 8" PVC DR-18 (RESTRAINED)	55 LF	\$ 29.84	\$ 1,641.20
B. 8" 45 DEGREE BEND	6 EA	\$ 251.59	\$ 1,509.54
C. 8"X6" MJ REDUCER	1 EA	\$ 245.74	\$ 245.74
D. 8" MJ SLEEVE LP	4 EA	\$ 274.39	\$ 1,097.56
E. 8" DR-11 DIRECTIONAL DRILL	75 LF	\$ 71.62	\$ 5,371.50
F. LABOR FOR FOR PREPARATION AND CONNECTION TO HORIZONTAL DIRECTIONAL DRILL	1 LS	\$ 1,527.09	\$ 1,527.09
G. ADDITIONAL CERTIFIED AS-BUILTS	1 LS	\$ 775.00	\$ 775.00
H. ADDITIONAL PRESSURE TESTING	1 LS	\$ 600.00	\$ 600.00
I. ADDITIONAL BAHIA SOD RESTORATION	123 SY	\$ 2.52	\$ 309.96
J. CONNECT TO EXIST - UTILIZING 6X6 TAP ASSEMBLY	1 EA	\$ 3,960.12	\$ 3,960.12

GRAND TOTAL OF THIS CHANGE

\$ 17,037.71

Owner:
CITY OF BUNNELL FLORIDA

Contractor:
JD WEBER CONSTRUCTION

By: _____
Catherine D. Robinson
Mayor, City of Bunnell

Date

BY: 
JD WEBER Rep.

2/20/18
Date

CHANGE IN WORK AUTHORIZATION

CHANGE IN WORK AUTHORIZATION NUMBER: 03

The following change in work is authorized and becomes an addition to the City of Bunnell Purchase Order Number COB-08560-2018 for the SJRWMD Reclaimed Water Expansion Project# 31866:

Owner: City of Bunnell Florida
Utility Department
P.O. Box 756
Bunnell, FL 32110

Contractor: JD Weber Construction
150 Business Center Drive
Ormond Beach, FL 32174

The Change in Work:

- 1. City requested change in work to recondition pump station in accordance with DEP requirements for exposed public access reclaim infrastructure.

Total for Change in Work:

TIE IN TO EXISTING 6" PVC RAW WATERMAIN

A. PREPARE, PRIME, AND PAINT THE CITY'S RECLAIMED PUMPING STATION AND BFPV ASSEMBLIES PLANTAIN PURPLE	1 LS	\$ 6,960.00	\$ 6,960.00
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GRAND TOTAL OF THIS CHANGE \$ 6,960.00

Owner:
CITY OF BUNNELL FLORIDA

Contractor:
JD WEBER CONSTRUCTION

By: _____
Catherine D. Robinson
Mayor, City of Bunnell

Date

BY: 
JD Weber Rep.

2/20/18
Date



From: Derek Busby
To: [Mike Baldwin](#)
Subject: RE: Project # 31866 Update and Change order Request/Update
Date: Monday, February 19, 2018 1:18:40 PM

Hello Mike,

Thank you for this information. It appears that these changes are consistent with the scope agreed to in the cost share agreement and will still allow (in fact, may improve) the city to meet its stated schedule. If you would please revise your spend plan accordingly I can note that within our system. Again, thank you for your complete explanation.

Derek

From: Mike Baldwin [mailto:mbaldwin@bunnellcity.us]
Sent: Friday, February 16, 2018 4:55 PM
To: Derek Busby <DBusby@sjrwmd.com>
Subject: Project # 31866 Update and Change order Request/Update

Good Afternoon Derek,

When the city and engineering firm was completing the design and bid documents, there was a concern that the cost would be too high and put strain on the project budget. To help keep the project within scope and save funding, the decision was made to be flexible with what must be included in the contractors bid. The changes made consisted of:

- Reducing the size of the force main from 10" to 8". An 8" extension main for reclaim would still provide water to the target area and meet demand. This would help reduce material cost with smaller valves, fittings, and pipe sizes.
- Another savings could be made by choosing not to build a booster station or modify the current pump station at the WWTP. This modification would prove quite expensive with either option, since a holding tank would be required for the booster pump station or a complete redesign would be needed at the current WWTP reclaim transmission pumps station. An opportunity presented itself when the Deer Run Community Development District agreed to donate the reclaim pump station to the City at the current reclaim storage pond found at the golf course. This pump station is built to meet the needs of the end users for irrigation. Some maintenance and TLC would be required to the pump station.
- To save father funds, all directional bores near intersections and animal crossings were removed and re-designed with open trench pipe placement around the intersection and over any conflicts.
- Last item left off the bid for construction bid was the actual connection on SR100. The final 100ft of pipe would require a directional bore and the City found that this could be completed with a local contractor and in-house labor instead of including in the Construction bid.

By not bidding out a construction project with excessive materials and overspending on the contractor, this enabled the city more flexibility with the funding. Task that were cut before can now be included thru change orders. With the approved qualified successful bid awarded 35% below approved grant funding, a change order is requested to complete the following task, while construction is mobilized and able to complete timely. This will speed up the project completion by not requiring the city to complete any work in-house.

I have 3 Change orders that have been submitted by the Contractor and City. I will briefly describe each CO and the reasoning.

CO # 1 Wet Tap Design Change - \$2748.21

Change Order #1 is due to a change in pipe size at the pump station connection point. Upon design the tie-in points at the reclaim pump station was believed to be a 6" PVC Pipe, field explorations found it to be a 10" line. This CO is required because the bid documents did not provide the correct pipe size on the tie-in point. The change in material has incurred a higher cost.

CO # 2 Connect to existing 6" Abandoned pipeline - \$17,037.71

Change Order #2 is to direct connect with a non-active 6" raw water supply line. The benefit of this connection will provide an immediate supply of reclaim water to businesses and median irrigation on the SR100 corridor. The original project scope and benefit included connecting the reclaim water to the medians for irrigation.

CO # 3 Recondition pump station - \$6960.00

Change Order #3 is due to DEP requirement that all city reclaim infrastructure be clearly marked, and painted to identify that the structure is designated for reclaim water only. The current pump station does not have this protective coating or color, without it the lifetime of the equipment can be compromised. This Change order will provide the coatings and protection to equipment and ensure all DEP requirements for public access reclaim infrastructure is clearly labeled and marked.

Total of Change Orders # 1, #2, #3 = \$26,745.52.

The original contract amount to JD Weber was \$308,823.00. The requested change orders total is \$26,745.52. This request would allow the City to amend the contract total cost to \$335,568.92.

This total is well under the total project allowable cost from SJRWMD of \$495,000 and all the change orders qualify as Construction Cost and should be included in the grant funding.

An updated spend down plan can be produce if required. Currently we have the following Invoices that are being processed and will soon be submitted to SJRWMD.

Pay app #1 of \$18,698.88

Pay app #2 of \$105,895.36

Pay app #3 of \$95,205.39

Total invoiced so far is \$219,799.63

Construction is past 60% complete and anticipate all groundwork and testing to be completed this month(February).

I have placed the Change Orders on the City Commission Agenda and would like to be ensured from SJRWMD that all items described above are favorable for re-imburement through the project. Please ask if you have any questions. Thanks very much.

Mike Baldwin
Utilities Manager
City of Bunnell
Cell 386-235-3069
Office 386-263-8819
Mbaldwin@bunnellcity.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Bunnell and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure. We value your opinion. Please take a few minutes to share your comments on the service you received from the District by clicking this [link](#)

Notices

- Emails to and from the St. Johns River Water Management District are archived and, unless exempt or confidential by law, are subject to being made available to the public upon request. Users should not have an expectation of confidentiality or privacy.
- Individuals lobbying the District must be registered as lobbyists (§112.3261, Florida Statutes). Details, applicability and the registration form are available at <http://www.sjrwmd.com/lobbyist/>



CITY OF BUNNELL
 PO Box 756
 Bunnell, FL 32110
 (386) 437-7500

PURCHASE ORDER

PO #: COB-08560-2018

DATE: 01/16/2018

REQUEST #: REQ-09955-2018

VENDOR #: 2026

ISSUED TO: JD Weber Construction Co Inc
 150 Business Center Dr
 Ormond Beach, FL 32174-

SHIP TO: City of Bunnell
 Attn:Utility Office
 300 Tolman Street
 Bunnell, FL 32110

ITEM	UNITS DESCRIPTION	PRICE	GL ACCOUNT NUMBER	AMOUNT
1	0 GRAND RESERVE RECLAIMED WATERMAIN EXT	0.00	401-0535-535.6300	308,823.00

SUBTOTAL:	308,823.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	308,823.00

Approved By: Stella I. Shumie

1. Original invoice plus one copy must be sent to: City of Bunnell, PO Box 756, Bunnell, FL 32110.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase order numbers must appear on all shipping containers, packaging slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without written approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state, and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. City is exempt from federal excise and state tax - ID# 59-6000285



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 2/13/2018 Amount: \$3,000
Department: Finance Account #: 001-0516-516.3400, 401-0533-533.3400, 401-0535-535.3400
Subject: James Moore & Co. Purchasing Process Improvement Review
Agenda Section: Consent Agenda:
Goal/Priority: Efficiencies

ATTACHMENTS:

Description	Type
Engagement letter	Contract

Summary/Highlights:

Purchasing Process Improvement Review.

Background:

In Fiscal year 2016 the City's auditors noted that purchase orders were being created and approved after the invoice was received and the service already performed. Per the Procurement policy, a purchase request must be issued prior to making a purchase.

The City continues to have similar activities that do not adhere to the Purchasing Policy. Staff of several departments feel the process to properly follow the purchasing policy is too cumbersome and time consuming.

Staff Recommendation:

The City's auditors offer process improvement review initiatives. Staff recommends the City use services from the City Audit firm, James Moore & Co. to review and make suggested improvements to the Purchasing process.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval of engagement of the City audit firm to review purchasing process.

February 9, 2018

Dan Davis, City Manager
City of Bunnell, Florida
201 W. Moody Blvd.
Bunnell, FL 32110

Mr. Davis –

The purpose of this letter is to set forth the understanding of our engagement to facilitate a process improvement initiative over the purchasing process for the City of Bunnell, Florida (the City) with a designated project team utilizing lean and six sigma methodologies.

Our responsibilities under the terms of the engagement are as follows:

We will:

- For the processes identified above, facilitate the project team in identifying wasteful or inefficient processes and alternatives to eliminating waste and inefficiencies through the use of value stream maps and other methodologies.
- Assist the project team(s) in developing key benchmarks to track improvements.
- Correspond with the City's project team leader to hold project team accountable for timeline and deliverables.

Client Responsibilities:

- Select the project team to include key personnel involved in or impacted by the process(es) identified above. These individuals will participate in the implementation.
- Provide a project team leader who will take on responsibilities of documenting the process (current and future).
- Devote uninterrupted time to working with us during scheduled visits. Visits will be scheduled during mutually convenient times.
- Devote time, as needed, to gather data, complete project homework or other tasks, as determined during process review, when we are not on sight.
- Active participation by the project team.
- Support and embrace the Process Improvement implementation model. Lack of support will result in a negative outcome.
- At key dates following the project, the City will allow us access to the benchmark data to follow the impact of improvements (the accountability portion).

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

- Management is responsible for making all management decisions and performing all management functions; for designating an individual with suitable skill, knowledge, or experience to oversee the lean consulting services we provide; and, for evaluating the adequacy and results of those services and accepting responsibility for them.

The purpose of our engagement is to assist you in improving the purchasing process. It is ultimately your organization's responsibility to determine that the process(es) meet(s) the needs of the City, provide the proper level of internal controls which are sufficiently reliable for your intended use.

In performing our engagement we will be relying on the accuracy and reliability of information provided by City personnel. We will not audit, examine or review the information. Please note our engagement cannot be relied on to disclose errors, fraud or other illegal acts that may exist. Accordingly, false representations could cause inappropriate or inaccurate benchmarking data or insufficient procedures in the lean process improvement model.

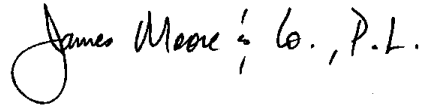
Our charges for this project will be \$3,000. Our invoices for these fees will be billed as work progresses and are payable upon presentation. It is agreed that our fee is not contingent on the results of the process improvement project. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed the project. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

It is the policy of James Moore & Co. P.L., to keep records related to this engagement for three years after the completion of our services (the "retention period"), as specified by the Firm's Record Retention and Destruction Policy. However, the Firm does not keep any original client provided records. Client provided records will be returned to the client at the completion of the engagement. Records prepared by us specifically for you as part of this engagement (for example, process flow documents, financial analysis, etc.) and other supporting records prepared by us will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. At the expiration of the retention period, the related engagement records will be destroyed. However, the related engagement records will not be destroyed regardless of the retention period, if the Firm has knowledge of potential or pending litigation and/or investigation by a regulatory agency beyond the litigation related to this engagement, and it has been determined by the Firm that the records in question are relevant to said litigation and/or investigation. If it is determined that the records in question are relevant to the litigation and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending litigation or investigation may not be public knowledge, we request that you inform us of any such litigation or investigation in a timely manner. Likewise, as it may not be public knowledge when the litigation or an investigation has been concluded, we request that you inform us when all litigation or investigation has been concluded so that the litigation hold may be lifted and the records related to our engagement destroyed in accordance with our Record Retention and Destruction Policy. Your signature below authorizes us, that upon the expiration of the three year period, the Firm is free to destroy all records related to this engagement.

Dan Davis, City Manager
City of Bunnell, Florida
February 9, 2018
Page 3 of 3

Please indicate your agreement with the terms discussed herein by signing and returning the copy of this letter.

Very truly yours,

A handwritten signature in black ink that reads "James Moore & Co., P.L.". The signature is written in a cursive style with a large, looping initial "J".

JAMES MOORE & CO., P.L.

The services described in the foregoing letter are in accordance with our requirements. The terms described in the letter are acceptable to us and are hereby agreed to.

CITY OF BUNNELL, FLORIDA

By _____

Date _____



City of Bunnell, Florida

Agenda Item No. C.6.

Document Date: 2/13/2018 Amount: N/A
Department: Finance Account #: N/A
Subject: Ameris Remote Business Deposit Agreement
Agenda Section: Consent Agenda:
Goal/Priority: Efficiencies

ATTACHMENTS:

Description	Type
Recommend approval of the Ameris Bank Remote Business Deposit Agreement.	Contract

Summary/Highlights:

Ameris, Remote Business Deposit Agreement.

Background:

The City entered into a banking services agreement with Ameris bank in April 2014, with the goal of automating banking services. Over the last several years several automation processes have been added such as positive pay checking. Remote Business Deposit will allow the City to remotely deposit all checks. This allows for expedited processing and immediate access to deposited funds.

Staff Recommendation:

Recommend approval of the Ameris Bank Remote Business Deposit Agreement.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval of the Ameris Bank Remote Business Deposit Agreement.



AGREEMENT FOR REMOTE BUSINESS DEPOSIT TERMS AND CONDITIONS

OVERVIEW

This Agreement establishes the terms and conditions under which the Bank will provide the Service to you. "You," "Your," "User" and other similar terms refer to the account holder named below on the signature page to this Agreement and anyone else authorized by that account holder to exercise control over account holder's deposits through the Service. The words "we," "our," "us" and the "Bank" refer to Ameris Bank and our affiliated companies. The term "Service" refers to the merchant-capture hardware and software and related processing through which you will transmit checks to us for deposit into one or more accounts that you maintain with us. Capitalized and certain additional terms used in this Agreement are defined in the *Glossary* set forth below.

When you use the Service covered by this Agreement, you agree to be bound by the terms, conditions and procedures in this Agreement. We may change these terms, conditions and procedures, including, but not limited to, the Operating Requirements set forth in Attachment A to this Agreement, by giving you prior written notice. You will accept these changes by using the Service after the effective date in the notice. To the extent we provide other services to you, those are controlled by other agreements.

The Service allows you to prepare deposits for electronic transmission to us. To use the Service, you will transport checks received at your business locations to your processing site. You will process deposits in conformance with the Operating Requirements.

Upon receipt of the transmission from you, we will verify receipt of the transmission and exchange images in the transmission with selected banks or create substitute checks for clearing for non-exchange banks. We will then deposit funds into your account. You agree to take all steps necessary to protect all of the items processed from being re-deposited at the Bank or any other financial institution, either electronically or as paper checks.

TERMS AND CONDITIONS

AUTHORIZATION TO ACT

By subscribing to the Service, you authorize us to take any and all actions necessary to provide the Service, including, but not limited to, making transfers to and from accounts as described in this Agreement.

To use the Service, you must have (i) at least one checking account at the Bank, (ii) the computer hardware and software required to access the Service, (iii) internet access via a secure connection, (iv) an internet browser that supports a minimum 128-bit encryption standard, (v) anti-virus software and (vi) a valid e-mail address. The Service can be used to send check images for deposit to only the Bank accounts designated for access by the Service in your Remote Business Deposit Enrollment Form. You can add, change or delete any of your Bank accounts or user access from this Agreement by completing a new Remote Business Deposit Enrollment Form or Maintenance Form and providing the same to us. Remote deposit access to your accounts through the Service will be based upon the identification of users and authority levels specified by you in your Remote Business Deposit Enrollment Form. We undertake no obligation to monitor transactions through the Service to determine that they are made on behalf of the accountholder.

SERVICE FEATURES

You can use the Service to perform the following:

1. Scan checks and make deposits into your accounts designated on the Remote Business Deposit Enrollment Form;
2. View deposit history and check images for up to 30 days; and

3. Run reports.

Some of the foregoing features may appear on your access screen even though they have not been approved for you and, therefore, will not be available to you. Also, the Bank may, from time to time, introduce new features. We shall update this Agreement to notify you of the existence of these new offerings. By using these services when they become available, you agree to be bound by the terms and conditions in this Agreement with respect thereto.

YOUR OPERATIONAL RESPONSIBILITIES

In connection with your use of the Service, you are responsible for the following:

1. Maintaining at least one or more checking accounts at the Bank eligible for the receipt of deposits of digitized images of checks;
2. Performing initial installation procedures in accordance with the Bank's Remote Deposit Services User Guide;
3. Using the Service only for your internal business purposes;
4. Exercising due care in preserving the confidentiality of any Code, password, test key or other code or authentication method provided by the Bank and to prevent the use of the Service by unauthorized persons, in addition assuming full responsibility for the consequences of any missing or unauthorized use of or access to the Service or disclosure of any confidential information or instructions by you or your employees or agents;
5. Using only equipment authorized and approved by the Bank as outlined in Attachment B to this Agreement;
6. Ensuring equipment is clean and operating properly at all times;
7. Inspecting and verifying the quality of images, thus ensuring that the digitized images of the front and back of original checks are legible for all posting and clearing purposes by the Bank. Specifically, you are representing and warranting that:
 - (a) The check image is an accurate representation of all information on the front and back of the original check at the time the original check was converted to a check image and the check image contains all endorsements from the original check;
 - (b) Each check image (or related electronic data file) contains a record of all MICR line information required for a substitute check and otherwise satisfies all of the requirements of Check 21 and Regulation CC for the creation and/or transferring of a substitute check created from that check image;
 - (c) The original check, a duplicate check image or any copy of the original check or check image will not be deposited by you with the Bank (unless the Bank instructs you to do so) or under any circumstances with any other bank; and
 - (d) The original check, a duplicate check image or any copy of the original check or check image will not be presented, transferred or returned such that the Bank or any other person (such as the drawer of the check) will be asked to make payment based on a check or check image that the Bank or the other person already paid.

In addition, your account(s) will be charged for any deposited check that is later returned to the Bank owing to an actual or alleged breach of any such representation or warranty;

8. Using the Service and equipment to enter, process, and transmit original checks in accordance with procedures and transmission deadlines outlined in this Agreement and the Bank's Remote Business Deposit User Guide. You will create a check image of an original check using scanning equipment to scan the front and back of each original check, including the responsibility for entering the correct dollar amount of each check image. In addition, you are responsible for ensuring the MICR line information from the original check is accurately scanned, entered or repaired for each check image;

NOTE: A check image is considered received by the Bank at a licensed location of the Bank, and the Bank is not responsible for any losses arising directly or indirectly from damage or alteration to the check image prior to its receipt by the Bank. In the event the Bank receives a check image from you on a day that is not a business day or after the applicable processing cutoff hour for a business day, the check image is deemed to have been received by the Bank at the opening of the next business day.

9. Any loss or failure to collect a check image that results from an inaccurate or illegible check image or failure to provide full and correct MICR data or dollar amount for a check image;
10. Complying with all security procedures outlined in the Bank's Remote Business Deposit User Guide and agreeing not to bypass, override or disable any security mechanisms in the software or processing equipment;
11. Training your employees in the overall use of the Remote Business Deposit User Guide, including the supervision and auditing of your employees' use of the service;
12. Verifying the Bank's receipt of your transmission(s) by verifying that deposits have been posted to the appropriate accounts, in addition to cooperating in any investigation and resolving any unsuccessful or lost transmission with the Bank;
13. On a daily basis, reviewing all input and output, controls, reports and documentation to ensure the integrity of data processed by the Bank and checking exception reports to verify that all file maintenance entries and non-dollar transactions were correctly entered and, where inaccuracies are identified, promptly initiating remedial action;
14. Retaining each check for at least 60 days after the check has been digitized and processed and promptly providing any retained check (or, if the check is no longer in existence, a sufficient copy of the front and back of the check) to the Bank as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check;
15. Using one or more commercially reasonable method to destroy checks after the required retention period has expired;
16. Cooperating with the Bank in providing information in the event of lost, mistaken, incomplete or unusable electronic Items or in the event of claims of fraud, alteration, counterfeit or otherwise, including access to such records;
17. Agreeing that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg. CC"). You agree that the image of the check that is transmitted to us (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not remotely deposit any checks or other items that:
 - (a) are payable to any person or entity other than you,
 - (b) are drawn, or otherwise issued, by you or any affiliate of yours on any account of yours or of such affiliate,
 - (c) are prohibited by Bank's then current procedures pertaining to the Remote Business Deposit or are in violation of any law, rule or regulation,
 - (d) you know or suspect, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn,
 - (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg. CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent,
 - (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States,

- (g) is a Remotely Created Check, or
 - (h) which are not acceptable to Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "Prohibited Check" and, collectively, "Prohibited Checks"); and
18. Ensuring that no information has been deleted or degraded from a substitute check returned by the Bank in the event you capture for processing a digital image of a previously truncated and reconverted substitute check returned to you by the Bank. If you capture for processing a digital image of any other previously truncated and reconverted substitute check, you are to ensure that the substitute check meets the requirements for legal equivalency under Regulation CC and the identifications of previous truncating and reconvert bank(s) (as such terms are defined in Regulation CC) are preserved.
19. We may contract with an outside vendor in providing any of these services. You are responsible for maintaining the security of your data and ensuring that it is adequately backed up. Neither Ameris Bank nor its vendors are responsible for any loss of data or damage to any associated hardware used for the purposes of implementing and using this application and scanner.

BANK OPERATIONAL RESPONSIBILITIES

In connection with the Service, we are responsible for the following:

1. Delivering the following items to you, in addition to providing access to the Service in accordance with this Agreement:
 - (a) Remote Business Deposit User Guide;
 - (b) User IDs, Codes, temporary passwords and other related authentication methods; and
 - (c) Equipment necessary to perform the Service, as you and we agree; and
2. Providing initial installation and training support regarding the implementation and use of the Service;
3. Providing maintenance and support for the Service, including, but not limited to:
 - (a) Corrections, contingent or alternate work methods and fixes to any known system program bugs or errors;
 - (b) Modifications, enhancements and updates in the event the Bank elects to make them available to you; and;
 - (c) Telephone and e-mail support during the Bank's normal business hours;
4. Accepting for deposit to the applicable account digitized images of checks that are transmitted to the Bank by you. Digitized images are deemed received upon confirmation by the Bank of successful receipt of the transmission of the images that are complete, usable and adhere to the data specifications set forth in the Bank's Remote Business Deposit User Guide. If the digitized images are not complete, are not useable or do not adhere to data specifications, the images may not be processed by the Bank, in which event your deposit will be adjusted and notification will be provided to you;
5. Processing digitized images after the Bank has received your transmission of the digitized images. The Bank uses commercially reasonable efforts to present image exchange items and substitute checks for collection. Unless the Bank notifies you otherwise, the Bank provides same day credit to the applicable account for all items transmitted by you and received by the Bank within the timelines established by the Bank;

NOTE: Your deposit of a check image is subject to the Bank's verification and final inspection process. The Bank may at any time deposit a check image or return all or part of a deposit of multiple check images to you without prior notice. The Bank is under no obligation to inspect or verify a check image to determine accuracy, legibility or quality of the check image or MICR line information associated with the check image

or for any other purpose. However, the Bank may correct or amend MICR line information associated with a check image to facilitate processing of the check image or a substitute check created from that check image.

The Bank may process and collect a check image or a substitute check through one or more check clearing houses, Federal Reserve Banks or other private clearing agreements with another bank. The check images or substitute checks are subject to the rules of that clearing house, Federal Reserve Bank or private clearing bank agreement.

6. Providing daily Service reports, detailing items processed, return items, deposit adjustments and other related information;
7. If a payor financial institution returns an item to the Bank for any reason, charging your applicable account for the returned item, whether or not the return is timely and proper, and may either:
 - (a) Returning the item to you; or
 - (b) Re-presenting it to the payor financial institution before returning it to you.

Items may be returned as image exchange items, rather than substitute checks, as agreed by the parties. If a payor financial institution or other third party makes a claim against the Bank or seeks a recredit with respect to any check processed, the Bank may provisionally freeze or hold aside a like amount in the applicable account pending investigation and resolution of the claim;

8. Immediately suspending the Service or the processing of any check or corresponding electronic item if the Bank has reason to believe that there has been a breach in the security of the Service, fraud involving your account(s) or check(s) or any uncertainty as to the authorization or accuracy of electronic items, including the right to process electronic items on a collection basis at any time; and
9. Refusing to process any non-conforming items, including, without limitation, any items that do not meet the definition of a "check."
10. We may contract with an outside vendor in providing any of these services. You are responsible for maintaining the security of your data and ensuring that it is adequately backed up. Neither Ameris Bank nor its vendors are responsible for any loss of data or damage to any associated hardware used for the purposes of implementing and using this application and scanner.

FUNDS AVAILABILITY

When using the Service, deposits are considered made when the electronic deposit is received by 6:00 pm EST at our Operations Center located in Moultrie, Georgia. Checks you deposit using the Service will generally be available the next business day unless you are notified by the Bank of any holds or delays in processing. For purposes of this Agreement, a business day is defined as Monday through Friday, excluding banking holidays. The Funds Availability Policy provided to you at account opening details the types of holds that may be placed.

FEES

You agree to pay us fees for the Service based on our fee schedule in effect and provided to you from time-to-time. A current fee schedule containing the scanner fees and a reference to the maintenance fee is attached to this Agreement as Attachment C. You are also solely responsible for telephone and/or internet service fees you incur in connection with your use of the Service.

CODES; UNAUTHORIZED ACCESS

In your electronic communications with us, you must use your Codes to initiate a secure session with us. You may then use the tools provided by us within the Service. You agree that you will not under any circumstances disclose your Codes to anyone, including anyone claiming to represent the Bank.

It is your responsibility to notify the Administrator for maintaining and deleting Codes for each individual user, and we are not liable for any losses caused by improper or negligent maintenance. You agree that we are not responsible for any actions of a third party as a result of unauthorized use of the Codes. YOU UNDERSTAND THAT

STATE AND FEDERAL STATUTES MAKE IT A CRIME TO GAIN UNAUTHORIZED ACCESS INTO OUR COMPUTER NETWORK AND THAT VIOLATORS WILL BE PROSECUTED.

Your password included in your Codes must be at least eight (8) characters in length and consist of symbols, alpha and numeric characters for purposes of security. We recommend that you create a password that utilizes both upper and lower case characters. Your password should not be associated with any commonly known personal identification, such as social security number, address, date of birth or names of children, and should be memorized rather than written down.

We are entitled to act upon instructions we receive with respect to the Service under your Codes, and you are liable for all transactions made or authorized with the use of your Codes. We have no responsibility for establishing the identity of any person who uses your Codes. You agree that if you give your Codes to anyone or fail to safeguard their secrecy, you do so at your own risk since anyone with your Codes will have access to the Service.

You agree to take appropriate steps to ensure that all Codes and any other applicable security procedure issued to you or your agents, representatives, employees or officers are protected and kept confidential. In your review of the Service, including those aspects of the Service pertaining to the issuance, use and protection of Codes and security procedures, you agree to notify the Bank in the event you conclude that your use of the Service would necessitate or be better served by a level of security that exceeds that offered by the Service. If you fail to notify the Bank, you acknowledge and agree that the security aspects of the Service are appropriate for your needs and will provide you with a commercially reasonable degree of security against unauthorized use.

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE BANK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND AFFILIATES FROM AND AGAINST ANY AND ALL LIABILITY, AND AGREE NOT TO MAKE ANY CLAIM AGAINST THE BANK OR BRING ANY ACTION AGAINST THE BANK, RELATING TO ITS HONORING OR ALLOWING ANY ACTIONS OR TRANSACTIONS THAT WERE CONDUCTED UNDER YOUR CODES OR ACTING UPON MESSAGES OR AUTHORIZATIONS PROVIDED TO US USING YOUR CODES. THE FOREGOING SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

You agree that we shall not be responsible for any loss, property damage or bodily injury arising out of or resulting from the failure of any person to provide you with access to the Service, whether caused by the equipment, software, the Bank, internet service providers, internet browsers or the parties providing communication services to or from us to you.

By directing us, through the use of the Service in conjunction with your Codes, you authorize the Bank to complete the transaction. Any requests or instructions we receive from you through the Service using your Codes shall constitute writings with your signature as provided under all applicable law and shall have the same force and effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, items deposited, check images, changes to accounts or Service or any other communication you provide us through the Service using your Codes.

Your access to the Service will be blocked in the event your Codes are entered incorrectly on three (3) consecutive attempts. If this happens, please call us at 800.529.6015.

SYSTEM REQUIREMENTS

You agree to maintain the system requirements set forth in Attachment B to this Agreement to ensure optimal performance of the Service. We may change these system requirements by giving you prior written notice. You will accept these changes by using the Service after the effective date in the notice. We are not liable for any decrease in system capabilities or loss of service due to your failure to maintain system requirements.

PERFORMANCE

We will perform the Service in a commercially reasonable manner, which is similar to the services provided to our other customers, and no other or higher degree of care. You are expressly assuming all other risks of error. WE WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, COMPENSATORY, SPECIAL OR PUNITIVE DAMAGES INCURRED BY YOU, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPERATION LOSS, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

WE WILL PROCESS ITEMS, TRANSACTIONS AND DATA AND PERFORM THE SERVICE ON THE BASIS OF INFORMATION FURNISHED BY YOU. IF ANY ERROR RESULTS FROM INCORRECT INPUT SUPPLIED BY YOU, YOU WILL USE COMMERCIALY REASONABLE EFFORTS TO DISCOVER AND REPORT SUCH ERROR TO US. WE WILL USE COMMERCIALY REASONABLE EFFORTS TO REPROCESS ANY TRANSACTIONS BASED UPON DATA SUPPLIED BY YOU WHICH IS NECESSARY TO CORRECT SUCH ERROR. YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS THE BANK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS AND AFFILIATES FROM AND AGAINST ANY CLAIM, LOSS, LIABILITY, ACTION, CAUSE OF ACTION, COST, EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, AND PAYMENTS PURSUANT TO SETTLEMENTS, ARISING OUT OF, RESULTING FROM OR RELATING TO (I) SUCH DATA, INFORMATION OR INSTRUCTIONS OR ANY INACCURACY OR INADEQUACY IN THE DATA PROVIDED AT ANY TIME BY YOU, (II) ANY BREACH OF THIS AGREEMENT BY YOU OR YOUR FAILURE TO COMPLY WITH ITS TERMS, AND (III) ANY ACT OR OMISSION TO ACT BY YOU OR ANY OF YOUR EMPLOYEES OR AGENTS THAT RESULTS, DIRECTLY OR INDIRECTLY, IN THE PAYMENT OR DISTRIBUTION OF FUNDS TO ANY PERSON, REAL OR FICTITIOUS, NOT ENTITLED TO ALL OR ANY PART OF SUCH FUNDS OR THAT RESULTS IN AN INACCURATE, INCORRECT, UNTIMELY, IMPROPER OR FAILED AUTOMATIC CLEARINGHOUSE FUND TRANSFER IN CONNECTION WITH SUCH FUNDS OR THE REDEPOSIT OF ANY ITEM PROCESSED FOR DEPOSIT THROUGH THE SERVICE. THE FOREGOING SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF THIS AGREEMENT.

SECURITY LIMITS

The Bank may establish per batch or daily deposit amount limits and may otherwise impose such limits on the use of the Service as the Bank may determine. These limits are set forth in Attachment D to this Agreement.

REJECTION OF BATCHES

You agree to cooperate with the Bank in the event the Bank needs assistance in the balancing of batches. If any batch is out of balance (i.e., the aggregate amount of the EICs included in the batch does not match the dollar amount of the purported deposit as shown when the batch is transmitted to the Bank), or is otherwise not in compliance with this Agreement, the EICs therein will not be submitted for collection but will instead be held by the Bank pending resolution. The Bank may also reject any batch if the quality of any image contained therein is inadequate, in the discretion of the Bank, for accurate and prompt processing.

The Bank shall have an absolute right to refuse to process any batch without any liability to you whatsoever if:

1. The Bank receives actual notice or has reason to believe that you have filed or commenced a petition or proceeding for relief under any bankruptcy or similar law;
2. The Bank has reasonable doubt as to the ownership of funds involving any EIC or your right to deposit the check represented by the EIC;
3. The Bank believes that a breach of the security procedures it establishes for implementation of the Service may have occurred;
4. The Bank believes that your account may have been used for illegal or fraudulent purposes or that any EIC contained in a batch is derived from or relates to criminal activity;
5. The Bank believes that any transaction that you seek to process using the Service is prohibited by federal law or regulation or by this Agreement; or
6. For any other reason deemed appropriate by the Bank.

NO DUPLICATE CHECKS

The Service equipment will stamp on each paper check a statement that the check has been electronically deposited, in such form and containing such text as the Bank may require. You must notify the Bank immediately if any check is not so stamped for any reason and shall follow the Bank's directions with respect to that check. No check transmitted to the Bank as an EIC shall be deposited into any depository, either in paper form, in scanned form or as converted into an ACH debit, other than the single deposit of such check in the Bank pursuant to this Agreement, except with the Bank's prior consent in the event necessary to remedy a problem with the initial processing of that EIC.

You will not take any action which would cause the funds represented by an EIC submitted to the Bank for processing pursuant to this Agreement to be debited twice from the account of the maker of the check. You shall be responsible for all direct, indirect, consequential and other damages resulting from lack of proper controls over paper checks that have been or are to be processed under this Agreement.

RETENTION OF ORIGINAL PAPER CHECKS

You shall securely store all original Checks for a period of sixty (60) days after you have received notice from us that the File containing the images of such Checks has been accepted (such period the "Retention Period"). During the Retention Period, you shall take appropriate security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. You shall implement proper security procedures and internal controls to ensure the confidentiality of any information that is considered to be non-public personal information that is retained by you. You shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. You shall destroy Checks upon expiration of the Retention Period by shredding or other means designed to insure that the information from these checks cannot be accessed by others. You will promptly (but in all events within 5 business days) provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to us as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check.

DATA PROTECTION

You understand the importance of your role in preventing misuse of your accounts through the Service and you agree to promptly examine your paper statement for each of your Bank accounts as soon as you receive it. You agree to protect the confidentiality of your account and account number and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information by itself, or together with information related to your account, may allow unauthorized access to your account. Your Codes are intended to provide security against unauthorized entry and access to your accounts. Data transferred via the Service is encrypted in an effort to provide transmission security and the Service utilizes identification technology to verify that the sender and receiver of transmissions can be appropriately identified by each other. Notwithstanding our efforts to insure that the Service is secure, you acknowledge that the internet is inherently insecure and that all data transfers, including, but not limited to, electronic mail, occur openly on the internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the Service, or e-mail transmitted to and from us, will not be monitored or read by others.

OWNERSHIP OF DATA

You are the owner of all of your data that is supplied to us for processing in connection with the Service. You acknowledge that you have no rights in any of the Service software, systems documentation, guidelines, procedures and similar related materials or any modifications of them, except with respect to your use of the same during the term of this Agreement to process data.

PERIODIC STATEMENTS

You agree that to the extent permitted by law, receipts, notices and disclosures associated with the Service may be provided to you by e-mail, facsimile or over the internet, either as part of a Service session or otherwise. You will not receive a separate Service statement; however, your transactions will be reflected on your monthly account statement. You may use the Service to view deposit activity as indicated on the Remote Business Deposit Enrollment Form. You agree to notify us of any changes to your mailing or e-mail address. If you do not notify us, you will hold us harmless from any consequences or liability, including, but not limited to, financial loss, resulting from your failure to notify us of the change in your mailing or e-mail address.

SECURITY INTEREST IN ACCOUNTS AND SETTLEMENT RESERVE

You grant us a security interest in all accounts or other deposits (whether general or special) of yours at the Bank, and in all funds in such accounts or other deposits, to secure your obligations to us under this Agreement. This

security interest will survive the termination of this Agreement. We may hold any funds on deposit with us by you after termination of this Agreement for up to 30 days following the expiration of any return or chargeback rights regarding any request or ACH entry processed by you using the Service or, if later, until any other claims to such funds have expired.

You may be required to maintain a reserve ("Settlement Reserve") of an amount to be solely determined by the Bank. You acknowledge and agree that any Settlement Reserve will be deposited in a Bank account for exclusive use by the Bank for purposes of offsetting any of your obligations under this Agreement. You authorized the Bank to immediately replenish the Settlement Reserve to an amount to be determined by the Bank via an ACH debit to your account or by a direct deposit to the Settlement Reserve if your Settlement Reserve falls below the required amount. You grant the Bank a security interest in any Settlement Reserve to enable the Bank to enforce any obligation owed by you under this Agreement without notice or demand to you. Your obligation to maintain a Settlement Reserve shall survive the termination of this Agreement, with such obligation lasting until all of your obligations under this Agreement have been fully offset. The Bank's security interest shall continue until all of your obligations under this Agreement have been fully offset.

FINANCIAL INFORMATION AND AUDIT

We may from time to time request information from you in order to evaluate a continuation of the Remote Business Deposit Service to be provided by Bank hereunder and/or adjustment of any limits set by this Agreement. You agree to provide the requested financial information immediately upon our request, in the form required by us. You authorize us to investigate or reinvestigate at any time any information provided by you in connection with this Agreement or the Remote Business Deposit Service and to request reports from credit bureaus and reporting agencies for such purpose. Upon our request, you hereby authorize Bank to enter your business premises for the purpose of ensuring that you are in compliance with this Agreement and you specifically authorize us to perform an audit of your operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. You hereby acknowledge and agree that we shall have the right to mandate specific internal controls at your location(s) and you shall comply with any such mandate. In addition, you hereby agree to allow us to review available reports of independent audits performed at your location related to information technology, the Remote Business Deposit Service and any associated operational processes. You agree that if requested by us, you will complete a self-assessment of your operations, management, staff, systems, internal controls, training and risk management practices that would otherwise be reviewed by us in an audit of you. If you refuse to provide the requested financial information, or if we conclude, in our sole discretion, that your risk is unacceptable, or if you refuse to give us access to your premises, we may terminate the Remote Business Deposit Service according to the provisions hereof.

TERMINATION

We reserve the right to terminate this Agreement or limit your use of the Service at any time and for any or no reason at our discretion, with or without cause and without prior notice. Examples of when we may terminate this Agreement and the use of the Service without prior notice include, but are not limited to, the following events:

1. If you breach this or any other agreement we may have with you;
2. If we have reason to believe that there has been or may be an unauthorized use of your Codes or account(s);
3. If there are conflicting claims as to the funds in any of your account(s);
4. If you request us to do so;
5. If you have insufficient funds in any one of your Bank accounts; or
6. If you do not designate a new primary account immediately after you or we close your account that was previously designated as your primary account.

You may terminate your use of the Service at any time by calling us at (229) 985-4500 or by contacting your local Ameris Bank office. Your access to the Service will be suspended within 24 hours of our receipt of your instructions to cancel the Service. Termination will not affect your liability or obligations under this Agreement for transactions

that have been processed on your behalf. You will remain responsible for all outstanding fees and charges incurred prior to the date of termination. Termination will apply only to the Service and does not terminate your other relationships with us.

Any termination will not affect obligations arising prior to termination, such as the obligation to process any checks and electronic items (including returned electronic items) that were in the process of being transmitted or collected prior to the termination date. In addition, you will keep your account(s) at the Bank open until the later of:

1. 30 days after the date of termination; or
2. Final payment with respect to all processing fees and will maintain funds in such account(s) in amounts and for a period of time determined by the Bank in its reasonable discretion to cover any outstanding checks and your obligations for returns of checks, warranty claims, fees and other obligations.

If any such liabilities exceed the amount in the applicable account, the Bank may charge such excess against any of your other accounts at the Bank, and you will pay immediately upon demand to the Bank any amount remaining unpaid. You will also continue to retain checks and forward checks to the Bank.

CONTACT IN THE EVENT OF UNAUTHORIZED ACCESS

If you believe that your Codes have been lost or stolen, or that someone has accessed the Service without your permission, call us at 800.529.6015.

REGULATORY ASSURANCES

You specifically acknowledge that you will only originate transactions that comply with the laws of the United States. This includes, but is not limited to, compliance with the Office of Foreign Assets Control laws and regulations.

YOUR REPRESENTATIONS AND WARRANTIES

In addition to any other representations or warranties made by you to us in this Agreement, you represent and warrant to the Bank, which representations and warranties are deemed restated automatically each time you transmit a batch to the Bank for processing, that:

1. You are engaged solely in lawful activities and that you will not use the Service in furtherance of any unlawful activity;
2. The submission of each EIC by you to the Bank is not prohibited by any applicable law, regulation, rule, order or judgment;
3. Neither you nor any of your employees are a national of a designated blocked country or a "Specially Designated National," "Blocked Entity," "Specially Designated Terrorist," "Specially Designated Narcotics Trafficker," or "Foreign Terrorist Organization," as defined by the United States Office of Foreign Assets Control; and
4. All EICs included in all batches submitted by you to the Bank are payable to your order; all signatures on those EICs are authentic and authorized; each such EIC accurately reflects the original check represented thereby according to its original tenor, without alteration; and the check represented by such EIC has not been previously submitted, either in paper form or electronically, to the drawee bank for payment.

You shall also be deemed to give all warranties provided in the Uniform Commercial Code with respect to all EICs that you submit to the Bank to the same extent as if the EICs were deposited by you at the Bank in their original paper form.

INDEMNIFICATION AND LIABILITY; THIRD PARTY CLAIMS

In addition to any other indemnification provision contained in another provision of this Agreement or any other agreement between you and us, you hereby indemnify us and each of our parents, subsidiaries and affiliates and their respective officers, directors, employees, members, partners, agents, insurers and attorneys (each and "Indemnified Party" and, collectively, the "Indemnified Parties") for, and holds each of the Indemnified Parties harmless from and against, all actions, causes of action, claims, damages, liabilities and expenses (including

reasonable attorneys' fees) of any nature or kind (including those by third parties) arising out of, or related to, this Agreement, including all actions, causes of action, claims, damages, liabilities and expenses arising out of, related to or resulting from:

- (a) Your (i) failure to report required changes, (ii) transmission of incorrect data to us or (iii) failure to maintain compliance with the Rules, (iv) destruction of original Checks, (v) deposit of an electronic representation of a substitute check into an Account instead of an original Check, (vi) deposit of a prohibited check;
- (b) Our (i) provision of the Remote Business Deposit Service, (ii) action or inaction in accordance with, or in reliance upon, any instructions or information received from any person reasonably believed by us to be your authorized representative,
- (c) Your breach of any of your warranties, representations and/or obligations under this Agreement or any other agreement between you and us, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement. and/or
- (d) Your breach or violation of any Rules; provided, however, You are not obligated to indemnify us for any damages solely and proximately caused by our gross negligence or willful misconduct.

BANK'S REPRESENTATIONS AND WARRANTIES

We represent and warrant only that we have the right to provide the Service, using the computer software we provide to you or to which we give you access for the purpose of using the Service. We make no warranty as to the performance or operation of any computer hardware, equipment or software which we have not provided to you.

EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RISKS OF USING THE INTERNET

You understand that, while we and our service providers have established certain security procedures, such as firewalls, Codes and data encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You also understand that access to the Service will not be free from delays, malfunctions or other inconveniences generally associated with this electronic medium. You agree that we are not responsible for any such unauthorized access, delays or malfunctions, and we are not responsible for the acts of third parties.

CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement and any future disclosures required by law, including, but not limited to, electronic fund transfer disclosures, may be made electronically by posting the notice on the Bank's website for the Service or by e-mail. You agree to notify us immediately of any change in your e-mail address.

GOVERNING LAW AND RULES

Applicable federal law and the laws of the state in which our branch that holds the applicable account is located will govern the Service (except to the extent this Agreement can and do vary such laws). The Service is also subject to rules established by federal and state bank regulatory authorities, the NCHA Rules, the Clearinghouse Rules and the ECCHO Rules.

FORCE MAJEURE

We will not be liable to you if our delivery or performance of the Service or any portion thereof is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; electrical equipment or availability failure; labor disputes; fires; floods; acts of God; federal, state or municipal action, statute, ordinance or regulation;

or, without limiting the foregoing, any other causes not within our reasonable control and which by the exercise of reasonable diligence we are unable to prevent, whether of the class of causes listed here or not.

RESOLUTION OF DISPUTES THROUGH ARBITRATION

Any claim, dispute or controversy arising from or relating to either (i) your use of the Service or (ii) the terms and conditions of this Agreement, will be resolved, upon the election of you or us, by binding arbitration under this arbitration provision and the Arbitration Rules. A party who has asserted a claim in a lawsuit in court may elect arbitration with respect to any claim(s) subsequently asserted in that lawsuit by any other party or parties. Any participatory arbitration hearing (other than telephonic hearings) will be held in Moultrie, Georgia, unless both parties agree otherwise. The Arbitration Rules and filing forms also can be obtained from the AAA website at www.adr.org. All claims shall be filed at an AAA office. If the applicable Arbitration Rules are modified, superseded or replaced, an equivalent set of rules of the AAA will govern the arbitration. If for any reason AAA is unable or unwilling or ceases to serve as arbitration administrator, we will substitute an equivalent national arbitration organization utilizing a similar code or procedure.

There shall be no authority for any claims to be arbitrated on a class action basis. Further, arbitration can only decide our or your claim and may not consolidate or join the claims of other persons who may have similar claims.

The arbitrator will decide whether you or we will ultimately be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration.

Both parties fully understand and agree that they will not have a right to litigate any claim under this Agreement in any court if either party chooses to have the claim resolved by binding arbitration. Further, in agreeing to arbitrate all claims you are waiving your right to a jury trial.

This arbitration provision and the exercise of any of the rights you and we have under it do not prohibit you or us from exercising any lawful rights either of us has to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including, but not limited to, any setoff rights which we may have.

This arbitration provision relates to a transaction involving interstate commerce and is governed by the FAA. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims or privileges recognized at law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. This arbitration provision will survive termination of your use of the Service or of this Agreement. Either of us may bring an action to compel arbitration of any claim and/or stay the litigation in any court having jurisdiction; such motion may be brought at any time in a lawsuit in court, until the entry of a final judgment. If any portion of this arbitration provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this arbitration provision.

[Signature page follows.]

* WITNESS, the undersigned have executed this Agreement as of _____.

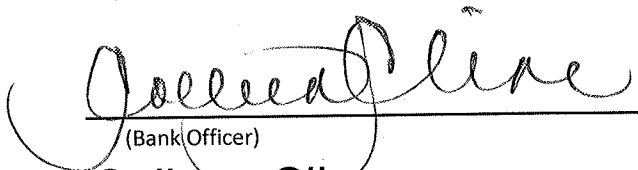
BUSINESS NAME: City of Bunnell

* SIGNATURE: _____

* NAME: _____

* TITLE: _____

AMERIS BANK

SIGNATURE: 
(Bank Officer)

NAME: Colleen Cline

TITLE: VP, Branch Manager

[Signature page to Agreement for Remote Business Deposit Services]

GLOSSARY

AAA means the American Arbitration Association.

Administrator means the user of your Codes.

Arbitration Rules means the "Commercial Arbitration Rules," administered by the AAA, and any amendment of them, in the form in effect at the time the claim is filed.

Automated Clearing House or ACH means a facility that processes debit and credit transfers under rules established by a Federal Reserve Bank operating circular on automated clearing house items or under rules of an automated clearing house association.

Batch means an aggregate of checks comprising the electronic deposit.

Check means:

1. A negotiable demand draft drawn on or payable through or at an office of a bank;
2. A negotiable demand draft drawn on a Federal Reserve Bank or a Federal Home Loan Bank;
3. A negotiable demand draft drawn on the Treasury of the United States;
4. A demand draft drawn on a state government or unit of general local government that is not payable through or at a bank;
5. A United States Postal Service money order; or
6. A traveler's check drawn on or payable through or at a bank.

The term check includes an original check and a substitute check. The term check does not include a noncash item or an item payable in a medium other than United States money. A draft may be a check even though it is described on its face by another term, such as money order. The term check also includes a demand draft of the type described above that is nonnegotiable.

Check 21 means the Check Clearing for the 21ST Century Act, as may be amended from time to time.

Clearinghouse Rules means the rules for check clearing promulgated by any clearinghouse association, check clearing consortium or any other arrangements we may participate in to collect checks, including the Clearing House Payment Company.

Codes means password, user ID, personal identification numbers, authentication methods and other security devices used by you to access the Service.

ECCHO Rules means the rules for check electronification promulgated by the Electronic Check Clearing House Organization.

EIC means Electronically Imaged Check.

Electronic Item means a digitized image of a check, an image exchange item or any other electronic version of a check or other electronic item (such as items process able through the Automated Clearing House system) approved by the Bank for processing through the Service.

FAA means the Federal Arbitration Act.

Forward Collection means the process by which the Bank sends a check on a cash basis to a collecting bank for settlement to the paying bank for payment.

Image Exchange Item means a digitized image of a check cleared and settled directly with a payor financial institution without conversion to a substitute check.

Magnetic Ink Character Recognition Line and MICR Line. The numbers, which may include the routing number, account number, check number, check amount and other information, that are printed near the bottom of a check in magnetic ink in accordance with American National Standard Specifications for Placement and Location of MICR Printing for an original check and American National Standard Specifications for an Image Replacement Document for a substitute check (unless the Federal Reserve Board, by rule or order, determines that different standards apply).

NACHA Rules means the rules for check clearing promulgated by the National Clearing House Association.

Noncash Item means an item that would otherwise be a check, except that:

1. a passbook, certificate or other document is attached;
2. it is accompanied by special instructions, such as a request for special advice of payment or dishonor;
3. it consists of more than a single thickness of paper, except a check that qualifies for handling by automated check processing equipment; or
4. it has not been preprinted or post-encoded in magnetic ink with the routing number of the paying bank.

Operating Requirements means the operating requirements for the use of the Service as set out in Attachment A to this Agreement.

Original Check means the first paper check issued with respect to a particular payment transaction, for any amount in U.S. dollars, drawn on or payable through a U.S. financial institution and that has not been previously presented and paid.

Paper or Electronic Representation of a Substitute Check means any copy of or information related to a substitute check that a bank handles for forward collection or return, charges to a customer's account or provides to a person as a record of a check payment made by the person.

Paying Bank means

1. the bank by which a check is payable, unless the check is payable at another bank and is sent to that bank for payment or collection;
2. the bank at which a check is payable and to which it is sent for payment or collection;
3. the Federal Reserve Bank or Federal Home Loan Bank by which a check is payable; or
4. the bank through which a check is payable and to which it is sent for payment or collection, if the check is not payable by a bank; or the state or unit of general local government on which a check is drawn and to which it is sent for payment or collection.

Paying bank includes the bank through which a check is payable and to which the check is sent for payment or collection, regardless of whether the check is payable by another bank, and the bank whose routing number appears on a check in fractional or magnetic form and to which the check is sent for payment or collection. A paying bank also includes the Treasury of the United States or the United States Postal Service for a check that is payable by that entity and that is sent to that entity for payment or collection.

Regulation CC means Federal Reserve Board Regulation CC: Availability of Funds and Collection of Checks, as may be amended from time to time.

Routing Number means

1. the number printed on the face of a check in fractional form or in nine-digit form; or
2. the number in a bank's endorsement in fractional or nine-digit form.

Substitute Check means a paper reproduction of an original check that meets the technical requirements set out in Check 21 and which:

1. contains an image of the front and back of the original check;
2. bears a MICR line that contains all the information appearing on the MICR line of the original check at the time that the original check was issued and any additional information that was encoded on the original check's MICR line before an image of the original check was captured;
3. conforms in paper stock, dimension and otherwise; and
4. is suitable for automated processing in the same manner as the original check.

Sufficient Copy and Copy mean

1. a sufficient copy is a copy of an original check that accurately represents all of the information on the front and back of the original check as of the time the original check was truncated or is otherwise sufficient to determine whether or not a claim is valid; and
2. a copy of an original check means any paper reproduction of an original check, including a paper printout of an electronic image of the original check, a photocopy of the original check or a substitute check.

Transfer and Consideration have the meanings set forth in the Uniform Commercial Code and in addition:

1. the term transfer with respect to a substitute check or a paper or electronic representation of a substitute check means delivery of the substitute check or other representation of the substitute check by a bank to a person other than a bank; and
2. a bank that transfers a substitute check or a paper or electronic representation of a substitute check directly to a person other than a bank has received consideration for the item if it has charged, or has the right to charge, the person's account or otherwise has received value for the original check, a substitute check or a representation of the original check or substitute check.

Uniform Commercial Code, Code or U.C.C. The Uniform Commercial Code as adopted in a state.

ATTACHMENT A

OPERATING REQUIREMENTS

To process a deposit you will:

1. Log into our secure distributed capture system using the Codes.
2. Endorse all checks as specified by us, whether manually, with an approved stamp or mechanically using the scanner.
3. Scan each check to capture the image and MICR Line information and attempt to read the dollar amount of the check (the software performs a check to validate that the image and MICR Line information captured meets quality guidelines).
4. Key in the dollar amount of the check and/or other fields if prompted by the software.
5. Validate the balance of the deposit.
6. Transmit images to our archive.
7. Receive a message confirming successful transmission of the images.
8. Close the batch (a deposit record is created).
9. Print or save the audit log.
10. Retain processed checks in a secure location in accordance with your compliance and audit requirements and then destroy them.

ATTACHMENT B

SYSTEM REQUIREMENTS

Hardware Requirements:

- Supported Operating System with updated security patches
- CPU 2.8 GHz or higher
- 1 Gig of Memory
- USB 2.0 port
- 40 Gig Hard Drive
- Display with resolution 1024 X 768 or higher
- High Speed Internet Access
- Supported Internet Explorer with updated security patches
- Anti-Virus Software with firewall maintained at all times with updated version
- The computer used for Remote Business Deposit may not have any hardware attached other than hardware required by Bank

Software Minimum Requirements

- Supported Operating System with updated security patches
- High Speed internet access
- Supported Internet Explorer with updated security patches
- Anti-virus software with firewall maintained at all times with updated version

Scanner Supplies

- Maintain a recommended cleaning kit for the scanner
- Maintain a replacement ink cartridge for scanner endorser

ATTACHMENT C

FEES

Scanner

Customer already has scanner

Choose one:

- You agree to purchase the low volume scanner required to utilize the Service at a one-time cost of \$400. This fee includes the cost of the scanner and 1-year warranty agreement provided by the manufacturer.
- You agree to purchase the high volume scanner required to utilize the Service at a cost of \$1,200. This fee includes the cost of the scanner and 1-year warranty agreement provided by the manufacturer.

Monthly Maintenance Fee

A monthly maintenance fee will be charged to your account for the use of this service. Please check with local branch for the current monthly maintenance fee. This fee is subject to change without prior notice.

ATTACHMENT D

SECURITY LIMITS

You may process \$_____ in deposits through the Service each day. This limit may be adjusted from time to time upon notice to you.



City of Bunnell, Florida

Agenda Item No. C.7.

Document Date: 2/7/2018 Amount: \$462,000
Department: Utilities Account #: Fund 401 & 001
Subject: Request to Approve the Agreement for the Westside Storm and Sanitary Improvements Project
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Project 32717 Bunnell Agreement	Cover Memo

Summary/Highlights:

The City of Bunnell (Recipient) requested funding for their Westside Storm and Sanitary Improvements project (Project) in an amount not to exceed \$462,000 towards the estimated construction cost of \$462,000. This request was approved by the Governing Board. The Recipient is located in Flagler County.

Important footnote: The City of Bunnell is required to sign and return this agreement to SJWMD within 45 days of this agreement. Request for extension of time after the forty-five (45) days will be denied. The expiration date is March 31, 2019.

Background:

The first part of the project consists of the rehabilitation of the sanitary sewer collection system by Cast in Place Pipe (CIPP) lining of approximately 5,960 LF of 6" and 8" clay pipes. Approximately, thirteen (13) manholes will also be rehabilitated and sealed to prevent inflow and infiltration issues.

The second part of the project will be to upsize and replace the storm sewer and culverts on Deen Road west of Tucker Street towards SR 100. Most of this system is in poor condition and extremely undersized for the drainage area that it serves.

For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the project, but in no event shall the District's cost-share exceed \$462,000. It is anticipated that the FY breakdown will be \$231,000 for FY17-18 and \$231,000 for FY18-19. Construction to start July 31, 2018 anticipated completion date February 28, 2019.

Staff Recommendation:

Approve, sign, and send the document back to SJWMD in advance of the expiration date.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City required to fund Engineering costs. Recommend approval.

**COST-SHARE AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND CITY OF BUNNELL**

THIS AGREEMENT (“Agreement”) is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177, and CITY OF BUNNELL (“Recipient”), P.O. Box 756, Bunnell, Florida 32110. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

RECITALS

The waters of the state of Florida are among its basic resources, and it has been declared to be the policy of the Legislature to promote the conservation, development, and proper utilization of surface and ground water. Pursuant to chapter 373, Fla. Stat., the District is responsible for the management of the water resources within its geographical area.

The District’s Rural Economic Development Initiative (REDI) Community and Innovative cost-share funding program for fiscal Year 2017-2018 (FY18) is designed to fund the construction of projects or innovative pilot projects that benefit the District core missions. Its goals may contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus. Furthermore, projects for REDI communities may maintain and enhance existing water supply and wastewater systems.

The District has determined that providing cost-share funding to Recipient for the purposes provided for herein will benefit the water resources and one or more of the District’s missions and initiatives.

At its December 2017 meeting, the Governing Board selected Recipient’s proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the “Project”):

Westside Storm and Sanitary Improvements Project

In consideration of the above recitals, and the funding assistance described below, Recipient agrees to perform and complete the activities provided for in the Statement of Work, Attachment A. Recipient shall complete the Project in conformity with the contract documents and all attachments and other items incorporated by reference herein. This Agreement consists of all of the following documents: (1) Agreement, (2) Attachment A — Statement of Work; and (3) all other attachments, if any. The parties hereby agree to the following terms and conditions.

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until March 31, 2019 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before January 1, 2019. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District’s Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 45 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 45 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement does not begin before December 31, 2018, the cost-share agreement will be subject to termination and the funds subject to reallocation.

2. **DELIVERABLES.** Recipient shall fully implement the Project, as described in the Statement of Work, Attachment A. Recipient is responsible for the professional quality, technical accuracy, and timely completion of the Project. Both workmanship and materials shall be of good quality. Unless otherwise specifically provided for herein, Recipient shall provide and pay for all materials, labor, and other facilities and equipment necessary to complete the Project. The District’s Project Manager shall make a final acceptance inspection of the Project when completed and finished in all respects. Upon satisfactory completion of the Project, the District will provide Recipient a written statement indicating that the Project has been completed in accordance with this Agreement. Acceptance of the final payment by Recipient shall constitute a release in full of all claims against the District arising from or by reason of this Agreement.

3. **OWNERSHIP OF DELIVERABLES.** Unless otherwise provided herein, the District does not assert an ownership interest in any of the deliverables under this Agreement.

4. AMOUNT OF FUNDING

- (a) For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$462,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) “Construction cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.

- (c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571, or (2) by email to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for 100% of approved cost or the not-to-exceed sum of \$462,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District

from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in §768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations. If Florida Department of Environmental Protection ("FDEP") funds will be used to fund all or a portion of the Agreement, additional FDEP insurance requirements applicable to the Recipient are included in the Insurance attachment to the Agreement.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three business days' prior written notice to the other party. Written notice of change of address shall be provided within five business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) email. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT
Derek Busby
Project Manager
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177-2571
Phone: 386-329-4459
Email: dbusby@sjrwmd.com

RECIPIENT
Michael Baldwin
Project Manager
City of Bunnell
P.O. Box 756
Bunnell, Florida 32110
Phone: 386-263-8819
Email: Mbaldwin@bunnellcity.us

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

- (a) **Progress Reports.** Recipient shall provide to the District quarterly Project update/status reports as provided in the Statement of Work. Reports will provide detail on progress of the Project and outline any potential issues affecting completion or the overall schedule. Recipient shall use the District's Project Progress Report form, Attachment B. Recipient shall submit the Project Progress Reports to the District's Project Manager and District's Budget Director within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).
- (b) **Performance Monitoring.** For as long as the Project is operational, the District shall have the right to inspect the operation of the Project during normal business hours upon reasonable prior notice. Recipient shall make available to the District any data that is requested pertaining to performance of the Project.

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

12. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have 30 days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the 30-day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within 30 days of such termination. The District may also terminate this Agreement upon ten days' written notice in the event of any material misrepresentations in the Project Proposal.

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS (Alphabetical)

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.

14. AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.

15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids, proposals, or replies 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 §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District’s Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.

26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

IN WITNESS WHEREOF, the St. Johns River Water Management District has caused this Agreement to be executed on the day and year written below in its name by its Executive Director, or duly authorized designee, and Recipient has caused this Agreement to be executed on the day and year written below in its name by its duly authorized representatives, and, if appropriate, has caused the seal of the corporation to be attached. This Agreement may be executed in separate counterparts, which shall not affect its validity. Upon execution, this Agreement constitutes the entire agreement of the parties, notwithstanding any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. This Agreement cannot be changed by any means other than written amendments referencing this Agreement and signed by all parties.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF BUNNELL

By: _____
Ann B. Shortelle, Ph.D., Executive Director (or designee)

By: _____
Catherine D. Robinson, Mayor

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

- Attachments:
Attachment A — Statement of Work
Attachment B — Project Progress Report Form
Attachment C — District Supplemental Instructions Form

**ATTACHMENT A - STATEMENT OF WORK
CITY OF BUNNELL
WESTSIDE STORM AND SANITARY IMPROVEMENTS**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Rural Economic Development Initiative (REDI) Community and Innovative cost share funding program in Fiscal Year (FY) 2017-2018 to fund the construction of projects or innovative pilot projects that benefit the District core missions. On December 12, 2017, the District's Governing Board approved funding for REDI Community/Innovative projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Bunnell (Recipient) requested funding for their Westside Storm and Sanitary Improvements project (Project) for the not to exceed amount of \$462,000 towards the estimated construction cost of \$462,000. This request was approved by the Governing Board. The Recipient is located in Flagler County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to rehabilitate a portion of the sanitary sewer collection system and to upsize and replace a portion of the storm sewer system and associated culverts in an older portion of the city on the west side of US 1 (State Street) that was originally developed in the 1940s, 50s and 60s.

III. SCOPE OF WORK

The first part of the project consists of the rehabilitation of the sanitary sewer collection system by Cast in Place Pipe (CIPP) lining of approximately 5,960 LF of 6" and 8" clay pipes. Approximately, thirteen (13) manholes will also be rehabilitated and sealed to prevent inflow and infiltration issues. The second part of the project will be to upsize and replace the storm sewer and culverts on Deen Road west of Tucker Street towards SR 100. Most of this system is in poor condition and extremely undersized for the drainage area that it serves.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

- Complete and obtain final project design, construction plans, and specifications;
- Obtain all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assure compliance with all permits and permit conditions;
- Provide procurement for project construction;
- Perform supervision and inspection of construction;
- Perform construction contract administration;
- Assure compliance with cost accounting practices and procedures required for reimbursement of cost share funds expended.

The Recipient shall provide the following to the District's Project Manager:

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount) to enable proper review by the District's Project Manager prior to payment authorization. Deliverables to be submitted with invoices include:

- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District’s Budget Director at mlicourt@sjrwmd.com
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

The Recipient shall ensure the task in the Task Identification section below is completed.

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is March 31, 2019. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	July 31, 2018	February 28, 2019

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 100% of the total construction cost of the project, but in no event shall the District’s cost-share exceed \$462,000. It is anticipated that the FY breakdown will be \$231,000 for FY17-18 and \$231,000 for FY18-19.

Recipient shall invoice the District quarterly with appropriate documentation. The District’s Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor’s invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning December 12, 2017.

Recipient shall submit quarterly progress reports to the District’s Project Manager and the District’s Budget Director within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District’s Budget Director is mlicourt@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by the City of Bunnell detailing the Project’s accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement (all dollar amounts are approximate and may be reallocated between the two FYs).

FY17-18 (10/1/2017 – 9/30/2018)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$231,000	\$231,000

FY18-19 (10/1/2018 through expiration date)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$231,000	\$231,000

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	Westside Storm and Sanitary Improvements Project		
Recipient:	City of Bunnell		
SJRWMD Contract Number:	32717	SJRWMD Project Manager:	Derek Busby
		Recipient's Project Manager:	Michael Baldwin

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

Total Cost-Share Budget:		Cost-Share Amount Expended This Period:	
Cost-Share Amount Expended To-date:		Percent Cost-Share Budget Expended:	

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Current	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Anticipated Deviations from Schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Michael Baldwin
City of Bunnell
P.O. Box 756
Bunnell, FL 32110

FROM: Derek Busby, Project Manager

CONTRACT NUMBER: 32717

CONTRACT TITLE: Westside Storm and Sanitary Improvements Project

The Work shall be carried out in accordance with the following supplemental instruction issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Prior to proceeding in accordance with these instructions, indicate your acceptance of these instructions for minor adjustments to the work as consistent with the Contract Documents and return to the District’s Project Manager.

1. DISTRICT’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
 - DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS:

Recipient’s approval: (choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall not result in a change in the Total Compensation or the Completion Date.)

Approved: _____ Date: _____

(agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Approved: _____ Date: _____
Derek Busby, District Project Manager

Acknowledged: _____ Date: _____
Carol Miller, District Senior Procurement Specialist

c: Contract file
Financial Services



City of Bunnell, Florida

Agenda Item No. C.8.

Document Date: 2/13/2018 Amount: \$41,243.00
Department: Public Works and Parks/Rec Account #: FRDAP grant for \$50,000
Subject: Request Approval of the Anglin Construction Company Contract for \$41,243 for construction of Commissioner Louis L. Jackson Park
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Anglin Construction contract and email chain	Contract

Summary/Highlights:

On 12/21/17, The Bunnell City Commission approved Anglin Construction as the winning bid for construction of Louis L. Jackson park. The purpose of this agenda item is to approve and sign the contract for construction in the amount of \$41,243. FRDAP awarded the grant for this park is \$50,000.

Background:

The City grant award committee removed items #7 - Playset, #9 - Mulch, & #14 Fence to lower the bids under the \$50,000 FRDAP grant amount.

Anglin Construction's adjusted bid, with the above listed items removed, was \$41,243.00. The City of Bunnell Parks and Recreation Unit will provide the mulch and fencing.

Staff Recommendation:

Approve contract with Anglin Construction Company in the amount of \$41,243 for the construction of Commissioner Louis L. Jackson Park.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 12/21/2017 Amount: \$41,243.00
 Department: Finance Account #: 001-0572-572.6300
 Subject: Request to award selected items on Invitation to Bid #2017-06 to Anglin Construction Company
 Agenda Section: New Business:
 Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
<u>Bidder Submission Anglin Construction</u>	Bid Package
<u>Invitation to Bid 2017-06 Booe St. Park</u>	Bid Package
<u>ITB response 2017-06 Jammin Playgrounnd</u>	Bid Package
<u>ITB response 2017-06 A.G. Pifer</u>	Bid Package

Summary/Highlights:

The City has been awarded a Florida Recreation Development Assistance Program (FRDAP) grant for project #A7069 Bunnell - Booe St Park. The agreement was executed January 31, 2017. An Invitation to Bid # 2017-06 was issued to solicit proposals for requested design.

Background:

The Florida Recreation Development Assistance Program (FRDAP) grant for Booe st. Park grant is \$50,000 with no matching funds required from the City. An Invitation to Bid # 2017-06 was issued to solicit proposals for the requested design. The three bidders were:

- Anglin Construction Company - \$102,597
- A.G. Pifer - \$114,438
- Jammin' Playgrounds Inc - \$43,422 (note: this bid only contained a bid for 4 out of 15 items).

Since the grant award amount is only \$50,000, the bid review committee agreed that the following bid line items should be removed to stay within budget:

- #7 Playset
- #9 Mulch
- #14 Fence

The Bid totals with additional equipment removed are:

- Anglin Construction Company - \$41,243.00
- A.G. Pifer - \$52,103.00
- Jammin' Playgrounds Inc - \$11,292.00 (note: this bid only contained a bid for 4 out of 15 items).

*Jammin Playgrounnds did not include required components of the grant in their bid (tricycle path, signage, fence, mulch and game table).

The three bid submittals were reviewed by the Bid review Committee on November 30, 2017. The Selection committee is recommending that the bid be awarded to the lowest qualified and responsive bidder with items numbered 7,9, and 14 removed. The lowest qualified responsive bidder is Anglin Construction.

Staff Recommendation:

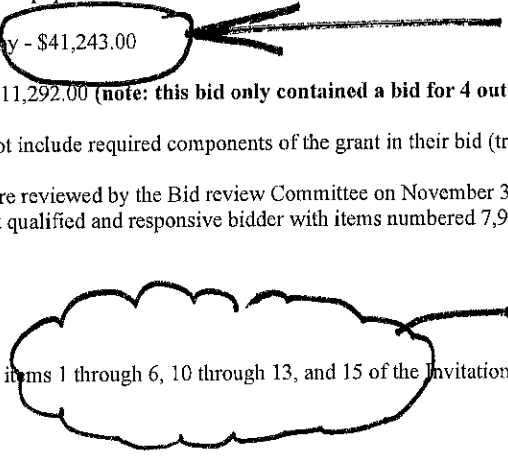
Staff recommends awarding items 1 through 6, 10 through 13, and 15 of the Invitation to bid #2017-06 to Anglin Construction Company.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval the bid selection committee's recommendation. There is sufficient grant budget for this request.



AND # 8
Equals 41,243



CONTRACT FOR CONSTRUCTION
102 N E 10th Avenue, Suite # 5
Gainesville, Florida 32601

This agreement is made on the ____ day of _____, 20 ____.

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

Booe Street Park
308 E Booe Street
Bunnell, FL 32110

REFERENCED DOCUMENTS

Invitation to Bid No. 2017-06, Booe Street Park Construction Services,
Date of Distribution: 10/31/2017, Pgs. 1-15

PRICE

\$41,243.00

INSURANCE

Contractor to provide at least the minimum State of Florida required coverage for general liability, and to provide workman's compensation insurance for all employees.

SCOPE OF THE WORK

The contractor will furnish the supervision, labor, materials, and subcontractors to accomplish the work. Every part of the work shall be executed in strict accordance with the Referenced Documents in a workmanlike and proper manner. All materials used in the Contractor's work shall be furnished in ample quantities to facilitate the proper and expeditious execution of the work, and shall be new.

Work includes bid items 1 through 6, 8, 10 through 13, and 15.

- 4 ea 6' Backless benches.*
- 1 ea Pergola w/concrete base*
- 1000 sf Tricycle path (200' x 5')*
- 1 ea Swing set (4 seat)*
- 1 ea Trash receptacle*

2 ea 8' Picnic tables
1 ea Bike rack
2 ea Spring riders
1 ea Dome climber
1 ea Square gaming table w/concrete base
200 sy Sodding (argentine bahia)
1 ea Signage

PRIORITY OF WORK

The Contractor shall have the right to decide the time, order and priority in which the various portions of the work shall be performed.

WORK BY OTHERS

Work hired by the Owner beyond the scope of this agreement shall not impede the schedule of work.

COMMUNICATION

All instructions, including changes that the Owner wants to incorporate into the work will be given through the Contractor and not to Subcontractors.

DRAWS (payment)

A draw request consists of a backup sheet and a summary. A schedule of values, itemizing the total price in a logical manner, shall be used as the backup sheet. Percentages of completion will be updated each month for each line item of the schedule, and Anglin will be paid monthly for work in place.

Payment shall be made within 20 days of receipt of a draw request.

Final payment is predicated on completion of final inspections, certificate of occupancy, and release of liens.

The schedule of values shall only be used as basis for payment, and not as the price for additive or deductive (credit) change orders.

LIEN RELEASES

Prior to receiving any draw and at the Owner's request, Anglin will provide partial lien releases from subs and suppliers verifying payment was made the prior month. At final payment, Anglin will provide a full release, and will obtain full releases from subs and suppliers.

CHANGES

The Owner can make written changes to the work without invalidating this contract, as long as the work is within the general scope of the original contract.

Written change orders generally consist of:

1. A description.
2. A price.
3. Possibly a time extension.
4. Signatures of the parties.

However, Owners can give approval to a change order without knowing the price, by providing a signed and written description of the work.

The Owner acknowledges that unforeseen site conditions may exist and are often found at the beginning of construction. On renovations to existing buildings, unforeseen site conditions may be found above ceilings, within walls, etc. On new buildings, an unforeseen problem can exist underground. The risk of unforeseen conditions rests with the Owner. The Owner is obligated to agree to change orders resulting from unforeseen site conditions.

In the event the Building Department requires changes to the drawings, such changes will be treated as a change order.

Anglin will, upon request, provide an estimate of change order costs. The markup on change order costs is:

Less than 2000	20%
2000 and above	15%

ARBITRATION

In the event of a dispute that cannot be resolved, the parties agree to abide by arbitration according to the American Arbitration Association. The location for arbitration is Gainesville, Florida. The award rendered by the arbitrator shall be final. The substantially prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and expenses.

SCHEDULE

The date of commencement is TBD and the scheduled completion date is TBD . The Owner and Anglin shall mutually endeavor to make timely decisions, selections, etc., in advance of the required performance. There are no liquidated damages.

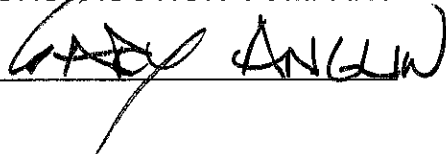
GUARANTEE

Anglin agrees to promptly make good, without cost to the Owner, any and all defects due to faulty materials or workmanship which may appear within one year of completion.

CHAPTER 558 NOTICE OF CLAIM

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ANGLIN
CONSTRUCTION COMPANY



OWNER

CITY OF BUNNELL



INVITATION TO BID NO. 2017-06 BOOE STREET PARK CONSTRUCTION SERVICES

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ISSUING THIS INVITATION TO BID (ITB) TO SOLICIT COMPETITIVE SEALED BIDS FROM LICENSED AND INSURED CONTRACTORS FOR THE PROVISION AND ASSEMBLY AND/OR INSTALLATION OF PARK AMENITIES ACCORDING TO AN APPROVED GRANT APPLICATION AND SITE PLAN.

IT IS THE INTENT AND PURPOSE OF THE CITY OF BUNNELL THAT THIS INVITATION TO BID PROMOTES COMPETITIVE SELECTION. IT IS THE BIDDER'S RESPONSIBILITY TO ADVISE THE FINANCE DIRECTOR IF AN LANGUAGE, REQUIREMENTS, ETC., OR ANY COMBINATION THEREOF, INADVERTENTLY RESTRICTS OR LIMITS THE REQUIREMENTS STATED IN THIS ITB.

NOTICE SHALL BE POSTED IN THE DAYTONA BEACH NEWS JOURNAL, INTERESTED PARTIES MAY OBTAIN INSTRUCTION PACKETS ON THE WEBSITE WWW.DEMANDSTAR.COM, THE CITY'S WEBSITE AT THE CITY OF BUNNELL WEBSITE AT WWW.BUNNELLCITY.US/BIDS VIA E-MAIL FROM SGURNEE@BUNNELLCITY.US.

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

SUBMIT BIDS TO: STELLA GURNEE – FINANCE DIRECTOR

MAILING ADDRESS:
P. O. Box 756
Bunnell, FL 32110

WALK-IN DELIVERY ADDRESS:
201 West Moody Blvd.
Bunnell, FL 32110

TIMETABLE:

Date of Distribution:	10/31/2017
Non-mandatory proposal conference	11/3/2017 10:00 am
Last Date of Inquiries:	11/17/2017 4:00 pm

BIDS DUE BY: **THURSDAY NOVEMBER 30, 2017 AT 2:00 PM EST** after which time they will be publicly opened and read aloud.

Bidders must indicate on the sealed envelope the following:

A. Title of Proposal – Booe Street Park Construction Services

LEGAL ADVERTISEMENT.....1

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SECTION 1 –INSTRUCTIONS TO BIDDERS

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bids from contractors that are interested in providing the labor, materials, tools and equipment necessary for the City of Bunnell Booe street park construction project.

It is the intent and purpose of the City of Bunnell that this Invitation to Bid promotes competitive selection. It shall be the bidder's responsibility to advise the Finance Department if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source.

TIMETABLE

Date of Distribution:	Monday, October 31, 2017
Pre-Bid Meeting (NON-MANDATORY):	Friday, November 3, 2017, 10:00am
Last Date of Inquiries:	Friday, November 10, 2017 by 4:00pm
Bids Due:	Tuesday, November 30, 2017 at 2:00pm

PRE-BID MEETING – A non-mandatory pre-bid meeting will be held on **Friday, November 3, 2017, 10:00am** at the proposed Booe street Park location (308 E Booe st.) Bunnell, Florida, 32110. The Pre-Bid Meeting will offer potential bidders the opportunity to ask questions and discuss the project directly with staff.

QUESTIONS REGARDING THIS ITB – All questions or concerns regarding this Invitation to Bid (ITB) must be submitted **in writing**, to the Finance Director. Questions may be emailed to sgurnee@bunnellcity.us referencing the ITB number 2017-06 in the subject line.

Bidders shall not direct any queries or statements concerning their bid to the City staff, City staff and/or Evaluation Committee during the selection process, from the time of submission of a bid until recommendation of award. Any Bidder who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

ADDENDA OF THE INVITATION TO BID – When appropriate, the Finance Director will issue an addendum to the ITB. Addenda information will be posted on-line at the City of Bunnell website www.bunnellcity.us and Demand Star www.demandstar.com. No oral interpretation of this ITB shall be considered binding except items discussed at the pre-bid meeting. The City shall be bound by information and statements only when such statements are provided at the pre-bid meeting or written and executed under the authority of the Finance Director.

It shall be the responsibility of the Bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating them into their bid.

The failure of bidders to submit acknowledgement of any addenda that affects the ITB price(s) is considered a major irregularity and will be cause for rejection of the bid..

The City of Bunnell Commissioners reserves the right to consider the omission of an acknowledgement of addendum as cause for rejection of the ITB submittal.

This provision exists solely for the convenience and administrative efficiency of the City of Bunnell. No Bidder or other third party does not gain any rights by virtue of this provision or the application thereof, nor shall any bidder or third party have any standing to sue or cause of action arising there from.

CLARIFICATIONS – It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this ITB. Lack of understanding and/or misinterpretation of any portions of this ITB shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidders must contact the Finance Director, email provided, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MEETING SPECIFICATIONS – If you are taking exception, indicate those exceptions as stated on the Bidder's Certification Form.

CORRECTION OF BIDS – Correction of inadvertently erroneous bids shall be permitted up to the time of opening. Bidders shall not be allowed to modify their bids after the opening time and date.

WITHDRAWAL OF BIDS – Bids may be withdrawn by written request at any time prior to bid opening by the Bidder. Negligence on the part of the Bidder in preparing the bid confers no right of withdrawal or modification after the bid has been opened, at the appointed time and place by the City of Bunnell. Any such withdrawn bid shall not be resubmitted.

SUBMISSION OF BIDS – Firms or companies desiring to provide services, as described herein shall submit sealed bids including one original copy, four (4) identical paper copies, and one (1) electronic copy in pdf format on USB or CD.

Bids must be submitted in a sealed envelope with the bid number, title, name of bidder, and opening date clearly displayed on the outside of the sealed envelope.

All bids must be delivered to the City of Bunnell, Stella Gurnee, Finance Director, City Hall, 201 West Moody Blvd., Bunnell, Florida 32110 or by mail to Stella Gurnee, Finance Director, P.O. Box 756, Bunnell, Florida 32110 **no later than the specified date and time.**

Any bid received after the specified date and time will not be accepted. The time/date stamp in the Finance Department shall serve as the official authority to determine lateness of any bid.

OPENING OF BIDS – Bids will be received until the date and time stated in this ITB and will be publicly opened and read at the place, time and date stated. No responsibility will attach the Finance Department for the premature opening of a bid not properly addressed and identified.

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.

DEFINITION OF RESPONSIVE AND RESPONSIBLE FOR THIS BID – Each bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

- (a) Proper submittal of ALL documentation as required by this bid. (Responsive)
- (b) The greatest benefits to the City of Bunnell as it pertains to: (Responsible)
 - 1. Cost
 - 2. Delivery
 - 3. Past Performance
 - 4. Specifications/Scope of Work
 - 5. Financial Stability

Bidders are reminded that award may not necessarily be made to the lowest bid. Rather, award will be made to the most responsive, responsible, bidder whose bid represents the best overall value to the City when considering all evaluation factors.

REJECTION/DISQUALIFICATION OF BIDS – The City reserves the right to reject any and/or all bids when such rejection is in the best interest of the City and/or the following reasons:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the vendor has attempted to give a City employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the City's purchasing activity.
- (f) Other reasons deemed appropriate by the City Commissioners

NO LOBBYING – All Bidders are hereby placed on notice that the City of Bunnell Commissioners, City Employees/Staff, Members of the Evaluation Committee (with the exception of the City of Bunnell, Finance Director who is designated to receive requests for interpretations or corrections) are not to be lobbied, directly or indirectly either individually or collectively, regarding this ITB. During the entire procurement process, all Bidders and their subcontractors, sub-consultants, or agents are hereby placed on notice that they are not to contact any persons listed above for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit or have submitted bids for this project. Any Bidder contacting individuals mentioned herein in violation of this warning may automatically be disqualified from further consideration for this ITB.

AWARD – The City reserves the right to award the contract to the bidder(s) that the City deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The City is therefore not bound to accept a bid based only on lowest price.

In addition, the City has the sole discretion and reserves the right to cancel this Bid, to reject any/all bids in part or in whole, to waive any/all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. Nothing prohibits the City from rejecting / rebidding when responses exceed budget and the City must change the solicitation to lower costs. **The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified,** if deemed to be in the City's best interest.

Bunnell City Commissioners will award this bid at one of their regularly scheduled meetings and that date will be posted to the City's website upon recommendation of award.

RIGHT TO PROTEST – Any Bidder affected adversely by an intended decision with respect to the award of any ITB shall file, with the Finance Director, a written notice of intent to file a protest in accordance with the City of Bunnell Purchasing Policy.

Failure to follow the protest procedure requirements within the time frames prescribed herein as established by City of Bunnell shall constitute a waiver of your protest and resulting claims.

OWNERSHIP OF DOCUMENTS – All documents resulting from this project will become the sole property of the City of Bunnell. The Bidder must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Bidder upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

COST OF PREPARATION - Costs of preparation of a response to this ITB are solely those of the Bidder. The City assumes no responsibility for any such costs incurred by the Bidder. The Bidder also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

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SECTION 2 – TERMS AND CONDITIONS

GOVERNING LAWS/RULES/REGULATIONS – All Bidders shall hold all State, Federal, and City licenses required to perform the scope of work as described within the ITB documents. The Bidder shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and City.

RESERVATION OF RIGHTS – The City reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the City, or to award a contract to the next most qualified Bidder if the successful Bidders do not execute a contract within thirty (30) days after approval of the selection by the City Commissioners.

City of Bunnell reserves the right, and the City Manager has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the City Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the City of Bunnell. City of Bunnell reserves the right to request clarification of information submitted and to request additional information of one or more applicants.

UNIFORM COMMERCIAL CODE (APPLICABLE ONLY FOR THE PURCHASE OF GOODS) – The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded bidder/contractor and the City of Bunnell for any terms and conditions not specifically stated in this Invitation for Bid.

PRICE/DELIVERY – Price(s) quoted must be the price(s) for new merchandise unless otherwise specified. Any bids containing modifying or “escalator” clauses will not be considered unless specifically requested in the bid specifications.

“Acceptance” as herein used means the acceptance by City of Bunnell City Manager or Finance Director, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be made during the normal working hours of the City. Time is of the essence and the bidder’s delivery date must be specified and adhered to. Should the bidder, to whom the order or contract is awarded, fail to deliver on or before his/her stated date, the City reserves the right to **CANCEL** the order or contract and make the purchase elsewhere. The successful bidder(s) shall be responsible for making any and all claims against carriers for missing or damage items. Partial shipments will be acceptable unless otherwise stated.

FEDERAL AND STATE TAX – City of Bunnell is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Finance Department will provide an exemption certificate to the successful bidders. Vendors or contractors doing business with City of Bunnell City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any vendor/contractor be authorized to use the City’s Tax Exemption Number in securing such materials.

AVAILABILITY OF PERSONNEL – Personnel described in the bid shall be available to perform the services as described. All personnel shall be considered to be, at all times, the employees, or agents of the Bidder, and not employees or agents of the City of Bunnell.

ASSIGNMENT OF CONTRACT – The selected Bidder may not make any assignments of their obligations resulting from this ITB without the prior written authorization of the City of Bunnell.

NON-EXCLUSIVITY OF CONTRACT – The selected Bidder understands and agrees that any resulting contractual relationship is non-exclusive and City of Bunnell reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City.

CANCELLATION – The contract with the successful Bidder may be terminated by the City without cause by giving a minimum of thirty (30) days written notice of intent to terminate. Contract prices must be maintained until the end of the thirty (30) day period. The City may terminate the contract at any time as a result of the Contractor’s failure to perform in accordance with these specifications and applicable contract. The City may retain/withhold payment for nonperformance if deemed appropriate to do so by the City.

AGREEMENT – The selected Bidder shall be expected to execute an agreement containing the terms and conditions herein. Any exceptions to the terms and conditions contained herein must be identified and agreed upon as outlined herein before consideration of proposal.

This Invitation for Bid shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Seventh Circuit Court in Flagler County, Florida for the City of Bunnell.

FLORIDA PROMPT PAYMENT ACT – Payments shall be in accordance with the Florida Prompt Payment Act applicable to local governments.

AVAILABILITY OF FUNDS – City of Bunnell is obligated only to the extent that funds are included in the City's fiscal year budget. Should the City not include funds for this expense the Contract is null and void.

ADDITIONAL REQUIREMENTS – The City reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the City as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

NON-PERFORMANCE – Failure to meet the expected quality of workmanship, schedule, or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources.

PATENT/COPYRIGHT/TRADE SECRET (INDEMNIFY, DEFEND, HOLD HARMLESS) - The Bidder shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The Bidder shall indemnify, hold harmless, and defend the City of Bunnell Commissioners, their agents and employees, and anyone directly or indirectly employed by either of them, from and against all liabilities, damages, claims, demands, or actions at law or in equity, including court costs and attorneys' fees that may hereafter at any time be made or brought by anyone arising out of any infringement of patent rights or copyrights held by others or for the disclosure or improper utilization of any trade secrets by the Bidder while providing services under this agreement.

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 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.

FINANCIAL ABILITY – Every Bidder may be required to demonstrate financial stability as evaluated at the sole discretion of the City of Bunnell.

BINDING OFFER – A Bidder's submittal will be considered a binding offer to perform the required services, assuming all terms are negotiated satisfactorily. The submission of a bid shall be taken as prima facie evidence that the Bidder has familiarized itself with the contents of this ITB.

BID FORMS – All bid proposals must be submitted on our standard Invitation for Bids Form. Bid proposals on vendor quotation forms will not be accepted.

NO BID – Where more than one item is listed, any items not bid upon must be indicated "NO BID".

MISTAKES – In the event of extension error(s), the unit price will prevail and the bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the bidder's total will be corrected accordingly. Bidders must check their bid proposal where applicable. Failure to do so will be at the bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

AUDITABLE RECORDS – The awarded Bidder shall establish and maintain a reasonable accounting system, which enables ready identification of Bidder's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all fees for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The City or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Bidder or its sub-consultants as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Consultant's place of business. This right to audit shall include the Bidder's subcontractors used to procure goods or services under the contract with the City. Awarded Bidder shall ensure the City has these same rights with subcontractor(s) and suppliers.

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.

DRUG-FREE WORKPLACE CERTIFICATION – By submitting a bid in response to this ITB you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

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

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION – The award hereunder is subject to Chapter 112, Florida Statutes. All Bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Bunnell. Further, all Bidders must disclose the name of any City of Bunnell employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Bidder's firm or any of its branches.

The Bidder shall certify that he/she has not, either directly or indirectly, entered into any Contract, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the ITB and that the Bidder is not financially interested in, or otherwise affiliated in a business way with any other Bidder on the same land or improvements.

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

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES: Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

AMERICANS WITH DISABILITIES ACT (ADA) – If you need special services provided for under the Americans with Disabilities Act, contact the Finance Director at 386-437-7500 at least 48 hours before the scheduled event.

LITERATURE (if applicable) – If no particular brand, model or make is specified, Bidders shall submit with the ITB two (2) copies of descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material, and/or services he proposes to furnish.

LICENSES (if applicable) – The Contractor shall be responsible for obtaining and maintaining city occupational license and any licenses required pursuant to the laws of the City of Bunnell, Flagler County, or the State of Florida. In furnishing the service or

product to the City, the vendor shall comply with all federal, state, county and city rules, regulations and codes and their successors or amendments. Violation of such laws, rules, regulations and codes may be grounds for delaying or reducing the amount due, or in rescinding the contract, Contract, and proposal or quote.

BRAND NAME OR EQUALS/DEVIATIONS – Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate product or service is or is not equal shall be made solely by City of Bunnell and such determination shall be final and binding upon all bidders. The City of Bunnell reserves the right to request and review additional information to make such a determination.

Although the City of Bunnell provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the City. Such award may not necessarily be given to the lowest bid offered.

The bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing **prior** to the date and time specified for receipt of bids. Deviations, if accepted, will be specifically addressed in writing via an addendum to the IFB. Any goods or services that are not in compliance with the specifications will not be accepted.

COPIES – Copies of documents, records, materials, and/or reproductions upon request will be charged in accordance with City of Bunnell's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

PROPRIETARY/RESTRICTIVE SPECIFICATIONS – Prospective bidders, who feel the specifications contained herein are proprietary or restrictive in nature, thus potentially resulting in reduced competition, must contact the Finance Director receipt of this Invitation for Bids and **prior** to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

VENDOR ASSISTANCE WITH SPECIFICATIONS – Any prospective bidder which assisted the City in developing or writing the specifications contained herein are requested to so note such on the bid proposal page of their bid response.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION – By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (a) The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- (c) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

SUCCESSORS AND ASSIGNS – The City and the vendor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the vendor.

EMPLOYEES OF THE CONTRACTOR – All work under this contract shall be performed in a professional and skillful manner. The City may require, in writing, that the contractor removes from this contract any employee the City deems incompetent, careless, or otherwise objectionable.

ALIEN WORKERS – The City of Bunnell City does not award publicly funded Contracts to those who knowingly employ unauthorized alien workers in violation of section 274A of the Immigration and Naturalization Act. 8 United States Code §132a. Such employment deprives legal workers of job opportunities. Violation of section 274A shall be grounds for unilateral cancellation of the Contract, Agreement, Bid or Quote for purchase of services and goods by the City of Bunnell.

E-VERIFY – The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Contractor during the term of the Contract to perform employment duties within Florida and all persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract with the Department.

INSURANCE REQUIRED – Before execution of the contract by the City and commencement of the operations and/or services to be provided, and during the duration of the contract, the vendor shall file with the City current certificates of all required insurance on forms acceptable to the City, which shall include the following provisions:

The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

E. insurance carrier(s) must have a minimum financial rating of A-.

TERMINATION

(a) Termination for Default:

The City may, by written notice to the (vendor/contractor/consultant), terminate this contract for default in whole or in part (delivery orders, if applicable) if the (vendor/contractor/consultant) fails to:

1. provide products or services that comply with the specifications herein or fails to meet the City’s performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract

4. perform any of the other provisions of this contract

Prior to termination for default, the City will provide adequate written notice to the (vendor/contractor/consultant) through the Finance Department, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. The contractor and its sureties (if any) shall be liable for any damage to the City resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the City in completing contract performance.

In the event of termination by the City for any cause, the vendor will have, in no event, any claim against the City for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the City the vendor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the City.
4. Continue and complete all parts of that work that have not been terminated.

If the (vendor's/contractor's/consultant's) failure to perform the contract arises from causes beyond the control and without the fault or negligence of the (vendor/contractor/consultant), the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

(b) Termination for Convenience:

The City, by written notice, may terminate this contract, in whole or in part, when it is in the City's interest. If this contract is terminated, the City shall be liable only for goods or services delivered and accepted. The City Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

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SECTION 3 – SCOPE OF WORK/SPECIFICATIONS

The City of Bunnell is seeking proposals from qualified and insured construction firms, licensed to practice in the State of Florida. Refer to appendix A for product guidelines and appendix B for site plan.

SPECIFICATIONS

1. Benches: 6 Ft. Heavy gauge galvanized steel with lead-free epoxy factory coating (Black)
2. Pergola w/ Concrete Base: Crafted of genuine hardwood or pressure treated pine with manufacturer's recommended treatment/coating, Minimum dimension 16' x 16' x 10'. Concrete base of 4" depth Fibermesh 2,500 PSI (28 Day Compressive Strength) Example can be seen at Bunnell Municipal Park, 201 W. Moody Blvd. Bunnell, FL.
3. Tricycle Path: (2500 psi Concrete, 28 days) 200' x 5' wide ADA compliant. Centerline to be staked by City personnel.
4. Swing Set: Commercial bipod swing set with four seats
5. Trash Receptacle: Heavy gauge galvanized steel with lead-free epoxy factory coating (Black).
5. Picnic Tables: Heavy gauge galvanized steel with lead-free epoxy factory coating (Black).
7. Playset: High Density Polyethylene with heavy gauge galvanized steel with lead-free epoxy factory coating. As provided by the manufacturer, bidders to supply product literature with bids.
3. Bike Rack: Heavy gauge galvanized steel with lead-free epoxy factory coating. (Black)
3. Safety Mulch: As required by law. Mulch to be under Swing Set, Playset and Spring Riders and Dome Climber, installed approximately 4 inches deep.
10. Spring Riders: (2) Commercial grade.
11. Dome Climber: Commercial Geo Dome Climber
12. Square Gaming Table mounted on 10ft x 10ft x 4in concrete slab.
13. Argentine Bahia watered in over four-week period as required.
14. 397 Linear feet of black vinyl coated steel fence (standard park fence). One 5-foot pedestrian gate, one 12-foot double driveway (maintenance) gate. Fence system to include top rail and a minimum of 6 inches ground clearance.
15. Park Sign, one (1) 2ft x 3ft x 1/2in. Design to include name of park (to be decided) and "Developed with financial assistance provided by the Florida Department of Environmental Protection through the Florida Recreation Development Assistance Program.

SPECIAL NOTE: BIDDERS MAY OFFER ALTERNATIVES THAT ADHERE TO A COMPARABLE STANDARD OF QUALITY AS ACCEPTED BY THE CITY OF BUNNELL AT IT'S SOLE DISCRETION.

SECTION 4 – QUALIFICATION EVALUATION

Proposal packages will be reviewed and evaluated by a Selection Committee. Financial criteria will be evaluated only by Committee Members in the Finance Department, not by all members of the Selection Committee. Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

Ability of Firm and its Professional Personnel (0 - 40 points)

1. Review the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Review the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

Below Average	0 points
Average	15 points
Above Average	30 points
Outstanding	40 points

Firm's Experience with Projects of Similar Size and Past Performance (0 - 45 points)

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar types as defined in the RFP document.
3. The scope of services provided should represent projects that are similar to those defined in the RFP document.
4. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

Below Average	0 points
Average	15 points
Above Average	30 points
Outstanding	45 points

Effects of the Firms Current and Projected Workload (0 - 15 points)

1. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
2. The submittal should demonstrate that the firm has adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

Below Average	0 points
Average	5 points
Above Average	10 points
Outstanding	15 points

SECTION 5 – ADDITIONAL TERMS AND CONDITIONS

PRIVATE AGREEMENTS – It is understood that only the work contained in these permitted specifications shall be done. There shall be no private agreements of any kind between the Owner and Contractor other than as referenced in the City's Invitation for Bid.

GENERAL CONDITIONS – The Contractor is responsible for verifying all existing dimensions, quantities and job site conditions prior to submitting his/her bid. The Contractor shall not place any debris or equipment on adjacent properties. The Contractor must clean all areas affected by work under this Contract. All left over debris must be removed and disposed of by legal means. Property must be left in broom clean condition. All related construction items removed or replaced shall become the property of the Contractor unless prior agreement with Owner has been reached in writing and approved by City. The Contractor shall be responsible for any damage done to the Owner's home, furnishings and personal property as a result of the work performed by the Contractor under these Bid Specifications. The Contractor is responsible for scheduling and coordinating all subcontractor work. The Contractor shall provide all necessary materials, equipment and personnel who have the appropriate qualifications and experience to undertake the scope of work specifications. It is the Owner's responsibility to remove and replace all personal property to facilitate the performance of the work. This includes, but is not limited to, furniture, rugs, curtains, and alarm systems. Contractor shall repair/relocate any phone wires that are affected by this work; Owner is responsible for all TV cables or satellite wiring. The work shall be complete in the time limit(s) specified and in accordance with the work specifications and plans. If there are any conflicts between the Owner and the Contractor, the requirements cited in the Work Specifications shall prevail. **Exception:** Contractor and Owner must receive written approval from the Homeowner Association or Condo Association for all work items.

CODES, ORDINANCES AND PERMITS – All work to be performed in the Contract Agreement, including plans and bid specifications shall comply with all current building codes, ordinances, and permitting requirements from the City. This includes the current Florida Building Code (F.B.C.) with the latest revisions. It is the Contractor's responsibility to identify and pull all required permits. The installation of all materials and products shall be done in accordance with the manufacturer's specifications and in accordance with the latest revised addition of the Florida Building Code, ordinances and permitting requirements. Contractors need to inform Project Manager (City Engineer) if he/she is experiencing undue delays in the permitting process.

WORKMANSHIP & MATERIAL STANDARDS – The Contractor is to perform work specified in Work Specification in a high quality good workmanlike manner using specified materials or approved equals. Materials must 1) be high quality, 2) be installed in accordance with manufacturer's specs and 3) meet requirements of building inspectors. All "equals" must be submitted and approved by the Program Manager. Final decision on workmanship will be by the Program Manager and/or Inspector.

WORK AND COMPLETION TIME – The successful proposer should be ready, willing and able to complete the renovation to substantial completion in 90 days and final completion in 120 days.

Permits are to be requested and work commenced within seven (7) days of contract signing. Commencement of work must begin immediately upon receipt of permit.

Said completion period may be extended upon written approval by the City of Bunnell Finance Director or the Project Manager (City Engineer, in conjunction with an approved Change Order by the City of Bunnell, or as a result of Acts of God or other extenuating circumstances beyond the Contractor's fault or control. However, time is of the essence of this Contract, and extensions shall be limited to unforeseeable circumstances.

INVOICING – The invoice for work satisfactory completed must be submitted to the Project Manager (City Engineer) and shall include the following documents at a minimum:

1. Original Invoice with invoice numbers (#)
-Amount of invoice must match the signed proposal and Change Order(s) (if applicable)
2. Copy of signed permit card after all inspections.
3. Copies of completed inspections along with contractor affidavits
4. Contractor Release of Liens and each Sub-contractor Release of Liens
5. Warranty for work performed (1 year for general work and 5 years for equipment)
6. Material Receipts
7. Final NOAs of products used

[[H1]]

CHANGE ORDERS – No changes will be permitted to the Contract Agreement unless of an emergency nature, code violations, a requirement by the Building Department or other instances as deemed necessary and executed by the Owner, Contractor, and City, prior to the start of the change order work.

“OR EQUAL CLAUSE” – Whenever a material, item, article, or piece of equipment is identified in the Contract Agreement including plans and bid specifications by reference to manufactures of vendor’s names, trade names, model numbers, catalog numbers or otherwise the City, will have made its best efforts to name such reference. Any such reference is intended merely to establish a standard; and, unless it is followed by the words “no substitution is permitted” because of form, fit, function and quality, any material, item, article, appliance, or equipment so proposed is, in the sole opinion of the Project Manager (City Engineer), equal in substance, quality and function. Any request for substitution must be made to Finance Director in writing and approval granted by the Project Manager in the form of an executed change order by the City of Bunnell Finance Director prior to the installation of the material, item, article, appliance, or equipment.

GENERAL WARRANTY – Materials installed and work performed shall have a one (1) year Contractor Warranty from the date of final acceptance of the work by the Owner and Program Manager. Equipment warranties must be valid for a period of no less than a five (5) year Contractor Warranty from final completion date of all work required under this contract.

PAINT AND PRIMER – Unpainted materials require priming and two coats of paint. Tint the primer per color selection. Previous paint surface should receive two coats of paint. All stains should be spot-primed before painting. Unless otherwise mentioned in the specifications, all paint must be mid-grade or better, and minimum 15 years warranty paint, which are ZERO VOC products, for interior paint and ZERO or LOW VOC 100% acrylic products for exterior paint. Color to be selected by Owner.

PRODUCT CODES – All Florida Approved Product Code Stickers/Clings/Decals must remain intact on installations.

WORK SCHEDULE – Contractor shall schedule and coordinate work with the City Project Manager (City Engineer) between 7:00 am and 6:00 pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Project Manager. The Contractor is responsible for scheduling and coordinating subcontractor work. **All building permits and inspections will adhere to the City of Bunnell standards and will be inspected by the City of Bunnell Inspector.** Contractor must call and schedule a post inspection (Final Walk-Through) with the Project Manager after the Final Building Inspection is approved through the City of Bunnell Inspector. Final and full payment for all work completed pursuant to the work specifications (as amended/modified, if applicable) shall be done upon completion of all inspections required by the program and the work has been deemed satisfactory.

REDUCE AIRBORNE DUST DURING CONSTRUCTION – Contractor is to take steps necessary to reduce and contain airborne dust created during construction. Contractor and workers encouraged to wear protective clothing and respirators and to follow hygiene procedures approved by OSHA.

HURRICANE PROTECTION – Contractor shall be responsible for protecting job site during and prior to Hurricane Watch as declared by the U.S. Weather Bureau.

GENERAL CLEAN-UP – Contractor is to provide clear and safe passageways in and around equipment and structures during project. Contractor to remove debris and materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include-but is not limited to-damp wiping, sweeping, mopping and vacuuming.

BUILDINGINSPECTIONS – Building Inspections shall be as per current Florida Building Code. Work that has been concealed without a Compliance Inspection may result in payment delays or denial. Contractor shall be responsible for requesting all mandatory inspections as per current Florida Building Code.

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City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 2/14/2018 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2018-02 Amending the Capital Improvements Element of the Comprehensive Plan. - Second Reading.
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Financial Health, Infrastructure, Economic Development

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Goals, Objectives and Policies	Exhibit
Capital Improvements Schedule	Exhibit

Summary/Highlights:

This is a request to amend the City's Capital Improvement Element of the Comprehensive Plan.

This item was heard at the February 12, 2018 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the February 14, 2018 edition of the News Tribune.

Background:

This is the annual update of Capital Improvement Element of the Bunnell Comprehensive Plan.

From Florida Statute:

163.3177 Required and optional elements of comprehensive plan; studies and surveys.

(3)(b) 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.

Per Policy 1.1.3 of the Capital Improvements Element, the schedule only includes construction projects in excess of \$10,000.00 and any study which is expected to result in the determination of capital construction needs.

The proposed ordinance updates the 5-year schedule for improvements, facility analysis and capital construction expenditures for the City 2017-2022.

The Planning Board heard this issue at their January 16, 2018 meeting and recommended approval of the

proposed ordinance.

Staff Recommendation:

Adopt Ordinance 2018-02 Amending the Capital Improvements Element of the Comprehensive Plan. - Second Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2018-02

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 January 16, 2018 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 ~~strikethrough~~ 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 12th day of February 2018.

Second Reading: Adopted on this 26th day of February 2018.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Seal:

Attest:

Kristen Bates, 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).

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- North Florida Regional~~ Water Supply Plan, adopted by the boards of the Saint Johns and Suwanee River Water Management Districts on February 7, 2006 and amended on May 12, 2009 January 17, 2017.
3. Flagler County School District 2016-2020 Work Plan, adopted by the Flagler County School Board in October, 2015.

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, FY2017-2022

	Policy/ Plan Implementation	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Proposed funding in:
Water System CIP	Infrastructure Element Policy 4.1.4	\$353,250	\$80,000	\$106,000	\$106,000	<u>\$0</u>	Enterprise Fund
Water Treatment Plant R&R	Infrastructure Element Policy 4.1.4	\$15,000	\$43,000	\$30,000	\$30,000	<u>\$0</u>	Enterprise Fund
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$430,650	\$113,500	\$87,500	\$87,500	<u>\$0</u>	Enterprise Fund
Wastewater Treatment Plant R&R	Infrastructure Element Policy 1.1.8	\$50,000	\$125,000	\$105,000	\$170,000	<u>\$0</u>	Enterprise Fund
Reclaim Water Line Extension	Infrastructure Element Policy 1.2.10	\$247,500	\$0	\$0	\$0	<u>\$0</u>	REDI Grant
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$61,000	\$72,000	\$49,000	\$62,000	<u>\$0</u>	Enterprise Fund
Stormwater Master Plan	Infrastructure Element Policy 3.1.1	\$0 <u>\$8,000</u>	\$0 <u>\$20,000</u>	\$0 <u>\$10,000</u>	\$0	<u>\$10,000</u>	General Fund
Stormwater Culverts Repair & Replacement	Infrastructure Element Policy 3.1.3	\$0 <u>\$11,000</u>	\$0 <u>\$35,000</u>	\$0 <u>\$35,000</u>	\$0 <u>\$35,000</u>	<u>\$35,000</u>	General Fund
Subtotal (this page)		\$2,006,300 <u>\$1,176,400</u>	\$433,500 <u>\$488,500</u>	\$377,500 <u>\$422,500</u>	\$455,500 <u>\$490,500</u>	<u>\$45,000</u>	

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

	Policy/ Plan Implementation	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Proposed funding in:
<u>Stormwater Culverts Repair & Replacement</u>	<u>Infrastructure Element Policy 3.1.3</u>	<u>\$260,000</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>Grant</u>
Stormwater Ditch & Swale Rework	Infrastructure Element Policy 3.1.3	\$0 <u>\$11,000</u>	\$0 <u>\$30,000</u>	\$0 <u>\$30,000</u>	\$0 <u>\$30,000</u>	<u>\$30,000</u>	General Fund
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$500,000	\$0	\$0	\$0	<u>\$0</u>	CDBG Grant
Sidewalk Repair & Replacement	Traffic Circulation Element Policy 1.7.8	\$0	\$0 <u>\$11,000</u>	\$0 <u>\$11,000</u>	\$0 <u>\$10,000</u>	<u>\$10,000</u>	General Fund
Street Paving/Resurfacing	Traffic Circulation Element Policy 1.1.1	\$502,386 <u>\$50,000</u>	\$105,000 <u>\$90,000</u>	\$105,000 <u>\$90,000</u>	\$105,000 <u>\$90,000</u>	<u>\$80,000</u>	General Fund
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$0	\$0	\$0	\$0	<u>\$0</u>	General Fund ¹
Subtotal (this page)		\$1,002,386 <u>\$821,000</u>	\$105,000 <u>\$131,000</u>	\$105,000 <u>\$131,000</u>	\$105,000 <u>\$130,000</u>	<u>\$120,000</u>	

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	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Proposed funding in:
Parks and Recreation							
Heritage Trail Pocket Park (Phase I)	Recreation & Open Space Element Policy 1.1.2	\$0 <u>\$29,000</u>	\$0	\$0	\$0	<u>\$0</u>	FRDAP Grant
Booe Street Park (Phase I)	Recreation & Open Space Element Policy 1.1.2	\$0 <u>\$50,000</u>	\$0	\$0	\$0	<u>\$0</u>	FRDAP Grant
Eddie Johnson Park Upgrade	Recreation & Open Space Element Policy 1.1.2	\$50,000	\$0	\$0	\$0	<u>\$0</u>	General Fund
City Facilities/Buildings							
Bunnell Administration Complex	N/A	\$50,000	\$0	\$0	\$0	<u>\$0</u>	Hazard Mitigation Grant
Public Schools							
<i>No Capacity Improvements Scheduled</i>	N/A	\$0	\$0	\$0	\$0	<u>\$0</u>	General Fund
Subtotal (this page)		\$100,000 <u>\$179,000</u>	\$0	\$0	\$0	<u>\$0</u>	

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

	Policy/ Plan Implementation	FY17/18	FY18/19	FY19/20	FY20/21	FY21/22	Proposed funding in:
Grand Total		\$3,683,136 <u>\$2,176,4000</u>	\$3,108,686 <u>\$619,500</u>	\$538,500 <u>\$553,500</u>	\$482,500 <u>\$620,500</u>	\$165,000 <u>\$165,000</u>	



City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 2/14/2018 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2018-04 Code of Ordinance Amendment Chapter 10 Animals. - Second Reading.
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Public Safety

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the City's regulations regarding animals.

This item was heard at the February 12, 2018 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. No changes to the proposed ordinance were made by the City Commission. This item was advertised in the February 14, 2018 edition of the News Tribune.

Background:

In 2017, the City Commission reviewed a number of codes listed in the City's citation schedule and recommended changes to some of the codes. One of the Code of Ordinance chapters identified for revision was Chapter 10 Animals.

The proposed ordinance:

- Amends some of the definitions for the chapter;
- Updates some of the animal cruelty regulations;
- Addresses dog parks within the City;
- Creates regulations for commercial animal establishments;
- Creates regulations for tethering;
- Removes the animal licensing regulations; and
- Amends the livestock regulations.

The exemptions for agriculture property remain within this Chapter of the Code of Ordinance and are not changed by this proposed amendment.

Staff Recommendation:

Adopt Ordinance 2018-04 Code of Ordinance Amendment Chapter 10 Animals. - Second Reading

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2018-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCES CHAPTER 10 ANIMALS TO PROVIDE FOR EXEMPTIONS AND REGULATIONS RELATING TO DOG PARKS, SPECIFY PROHIBITIONS AGAINST ANIMAL CRUELTY, PROVIDE FOR STANDARDS OF CARE AND INSPECTION OF COMMERCIAL ANIMAL ESTABLISHMENTS, PROVIDE FOR FERAL CAT TRAP-NEUTER-RELEASE ACTIVITIES, PROHIBIT TETHERING OF DOGS WITH EXCEPTIONS; REPEAL LICENSURE REQUIREMENTS FOR DOGS AND CATS, REQUIRE A CHICKEN PERMIT FOR KEEPING CHICKENS IN SPECIFIED RESIDENTIAL AREAS AND PROVIDE ASSOCIATED REGULATIONS, EXEMPT REGISTERED HUNTING AREAS FROM BIRD SANCTUARY REGULATIONS; PROVIDING FOR DEFINITIONS; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 163, Florida Statutes, include authority to enact regulations to protect the health, safety and welfare, and interests of the citizens of the City; and

WHEREAS, the Bunnell Code of Ordinances provides for regulations regarding animals; and

WHEREAS, said regulations are in need of revision; and

WHEREAS, the City Commission of the City of Bunnell finds it is in the best interest and welfare of the citizens of the City to enact this Ordinance; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

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

NOW THEREFORE BE IT ORDAINED BY THE COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA THAT:

Section 1.

Chapter 10 – Animals of the Bunnell Code of Ordinances, is hereby amended as follows:

ARTICLE II. – IN GENERAL

...

Sec. 10-2. - Definitions.

...

Domestic animal means any animal kept for enjoyment and/or companionship rather than utility; an animal of a species that has been bred and raised to co-habitate with humans and is dependent upon people for food, shelter and survival.

...

Feral cat means any cat born either wild or domesticated who has reverted to a wild nature and whose owner is unknown, roams free, and typically resides with other cats in colonies. Feral cats include community cats.

...

~~Unlicensed dog or cat means a dog or domesticated cat for which the license for the current year has not been paid, or to which the tag provided for in this chapter is not attached.~~

...

Sec. 10-3. - Bird sanctuary.

(a) The entire area embraced within the corporate limits of the city is hereby designated as a bird sanctuary.

(b) It shall be unlawful to trap, hunt, shoot, or attempt to shoot or molest in any manner, any bird or wild fowl, or to rob birds' nests or wild fowl nests; provided, however, that if starlings, pigeons or other birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance to health or property, in the opinion of the animal control officer or law enforcement officer, then such birds may be destroyed in such manner as is deemed advisable by the animal control officer.

(c) Registered hunting clubs/camps/areas and ~~land~~ zoned agricultural, agricultural and timberlands, or conservation ~~are~~ is excluded from this section.

Sec. 10-4. - Cruelty.

(a) Acts deemed as cruelty to animals, as listed in F.S. §§ 828.12 and 828.13, shall be incorporated in this chapter by reference.

(b) No owner, keeper or agent of an animal shall fail to provide the animal with adequate food, water, shelter or veterinary care.

(c) No animal shall be kept in unsanitary conditions, or in areas where there is vermin-harboring debris or other material which can provide an opportunity for injury or a danger to the animal's health or welfare.

...

Sec. 10-11. - Running at large; exemptions.

(a) It shall be unlawful to allow or permit any animals to roam or run at large within the city.

(b) This section shall not apply to designated dog parks.

(c) Animals exempt from this section are working dogs, which are hunting dogs and dogs used for working livestock with or without the following identifiers: dogs with tracking collars, dogs with owner identification.

...

Sec. 10-13. - Dogs prohibited in city parks; exemptions.

(a) It shall be unlawful to allow or permit dogs in city parks.

(b) Dogs are permitted in designated dogs parks provided that an owner may not knowingly permit a sick, dangerous, or rabid dog within, or to remain within, a dog park.

(1) All dogs within a dog park, as a condition of the use of the facility, shall be appropriately vaccinated.

(2) The owner shall retain on his/her person such proof of currency of vaccinations in the form of the official health certificate or documentation from a licensed veterinarian of current vaccinations.

(3) An owner's failure or refusal to provide an official health certificate when requested by any animal control officer or law enforcement officer shall be a violation of this provision and be subject to the penalties provided within this article.

...

Sec. 10-14. Standards of care and inspection of commercial animal establishments.

(a) Flagler Humane Society or their designee is granted authority to recommend standards of care for animal related businesses, animal related organizations, commercial breeders, non-commercial breeders and rodeos.

(b) The owner or operator of any animal related business, animal related organization, commercial breeder, non-commercial breeder or rodeo shall properly feed and care for each animal in their custody or control and otherwise meet all relevant and recommended standards of care, including but not limited to:

(1) All animals must be given adequate food, water, shelter and veterinary care;

(2) All cages, kennels, stalls or enclosures shall be cleaned daily;

(3) In shops or kennels, room temperature shall be maintained at a level that is healthful for every species of animal kept on the premises;

(4) Adequate ventilation shall be maintained;

(5) All buildings and sheds used for stabling or housing animals shall provide adequate protection from the elements;

(6) Each animal shall have sufficient space to stand up, lie down, and turn around in a natural position without touching the sides or top of the cage, stall, kennel or enclosure;

(7) Any animal that appears to be sick must be quarantined away from other animals to avoid the spread of disease and be examined by a licensed veterinarian before being placed back with other animals, adopted or sold;

(8) Each animal related business shall provide for adequate rodent and insect control.

(c) Flagler Humane Society or their designee shall have the authority to enter and inspect any

commercial animal establishment in the City of Bunnell during reasonable hours.

(d) Each animal found in violation of the recommended standards of care shall be deemed a separate offense.

(e) Bonafide commercial agricultural animal establishments which includes livestock are exempt from the provisions of this subsection.

...

ARTICLE V. – DOGS AND CATS

DIVISION 1. – GENERALLY

...

Sec. 10-179. Feral Cats and Trap-Neuter-Return (TNR) Activities.

(a) In order to manage the current feral cat population within the City of Bunnell for the purpose of providing humane care and to reduce their numbers through humane intervention tactics, the following TNR activities shall be undertaken by the Flagler County Humane Society and/or any approved Animal Welfare Organization recognized by the Flagler County Humane Society:

(1) Trap feral cats in a humane fashion.

(2) Sterilize feral cats and kittens over 12 weeks of age.

(3) Vaccinate feral cats for rabies.

(4) Provide a means of identification for feral cats through ear notch, tattoo, and/or microchip at which time the animal will be designated as a “community cat.”

(5) Release any feral cats that have been trapped and treated as stated in this section to either of the following persons:

a. The Flagler County Humane Society, or other recognized agency responsible for the care and well-being of animals and or “community cats.”

b. A person who has been recognized as providing care for a feral cat colony by complying with the following:

1. Provide food, water, medical care and when possible shelter on a regular basis, to include weekends and holidays. A community caregiver shall be someone who has been recognized as a caregiver by the Flagler County Humane Society or other agency responsible for the care and well-being of animals, and the Animal Welfare Organization responsible for providing services.

2. Maintain a record of the number of cats in the colony, and monitor the cats’ health, along with a signed agreement that they are the caregiver of record. The agreement and list will be maintained by the Flagler County Humane Society or by the Animal Welfare Organization responsible for providing services.

(b) If any caregiver recognized hereunder fails to comply with the requirements for care of feral cats, the Flagler County Humane Society representative shall serve a written warning for the first offense. Upon receipt of the written warning, the caregiver will have up to 30 days to come into compliance.

Failure to come into compliance within the 30 days' time frame provided in the warning may result in revocation of permission to care for the community cat colony, civil citation, and/or possible code enforcement action.

(c) No person shall release, abandon, or otherwise place a "community cat" on the property of another without the property owner's consent, nor shall they be released upon any public property.

Sec. 10-180. Prohibition of Tethering Dogs to Stationary Objects While Outdoors; Exceptions.

(a) No person shall tether a dog to a stationary object while outdoors, except when all of the following conditions are met:

- (1) The tether is connected to the dog by a commercially available buckle-type collar or a body harness made of nylon or leather that is of sufficient size to adequately and safely restrain the dog.
- (2) The tether is of a size and weight that is reasonably necessary to safely restrain the dog without placing excessive strain or weight on the dog.
- (3) The tether is at least five (5) times the length of the dog's body, as measured from the tip of the nose to the base of the tail.
- (4) The dog is not tethered outside in periods of extreme weather, including but not limited to extreme heat (in excess of 85 degrees) or cold (lower than 50 degrees), thunderstorms, lightning, tornadoes, tropical storms or hurricanes.
- (5) The dog has access to water, shelter, shade, and dry ground.
- (6) The dog is at least six (6) months of age.
- (7) The dog is not sick or injured.
- (8) If there are multiple dogs, each dog is tethered separately.

...

DIVISION 2. LICENSE

Sec. 10-211. Required.

~~All dogs and domesticated cats, six weeks and older, kept, harbored or maintained by their owners in the city, should be licensed in accordance with this article.~~

Sec. 10-212. Exemptions.

~~The licensing provisions of this article shall not apply to dogs or cats brought into the city for the purpose of participating in any dog or cat show, nor to "Seeing Eye" dogs properly trained to assist blind persons when such dogs are actually being used by blind persons for the purpose of aiding them in going from place to place.~~

Sec. 10-213. Annual issuance; fee.

~~Dog and cat licenses shall be issued annually by the clerk of the city or his designee upon payment of a license fee established by resolution set by the city.~~

Sec. 10-214. Application.

~~The owner shall state, at the time application is made for a dog or cat license, and upon printed forms provided for such purpose, his name and address; the name, breed, color and sex of each dog or cat~~

~~kept by him; and a certificate by a licensed veterinarian showing that each dog or cat has a current vaccination against rabies.~~

~~Sec. 10-215. -- Term; time for application; delinquency penalty.~~

~~The city clerk or his designee shall issue a numbered license valid for one year, beginning October 1 and expiring September 30. Applications for licenses must be made prior to and for 30 days after the start of the licensing year, without penalty, but when an involuntary application is made more than 30 days after the licensing year has elapsed, the applicant shall be assessed a penalty of 50 percent of the license fee, which paid amount shall be added and collected with the regular license fee. Licensing fees shall be set by resolution of the city commission.~~

~~Sec. 10-216. -- Issuance; tag; recordkeeping.~~

~~Upon payment of the license fee, the city clerk shall issue to the owner a license certificate and a tag for each dog or cat so licensed. The city clerk shall keep records of all licensed animals.~~

~~Sec. 10-217. -- Collar required; duty to display tag.~~

~~Every owner shall be required to provide each dog with a collar to which the license tag must be affixed, and shall see that the collar and tag are constantly worn. Every owner shall be prepared to present each cat license documentation to the animal control officer or law enforcement officer on request.~~

~~Sec. 10-218. -- Duplicate tags.~~

~~In case a dog or cat tag is lost or destroyed, a duplicate will be issued by the animal control officer, upon presentation of a receipt showing the payment of the license fee for the current year, and the payment of a fee in the amount established in section 30-91 for such duplicate.~~

~~Sec. 10-219. -- Tags nontransferable; refunds.~~

~~Dog and cat tags shall not be transferable from one dog or cat to another, and no refunds shall be made on any dog or cat license fee because of the death of the dog or cat or the owner's leaving the city before the expiration period.~~

...

ARTICLE VI. - LIVESTOCK AND POULTRY

...

Sec. 10-253. - Permit for livestock.

(a) It shall be unlawful to house, keep or maintain any livestock within the city, unless a permit for that livestock was validly issued by the city. Any person desiring to continue to house, upon his premises, any livestock shall file with the city clerk an application, upon a form to be furnished by the city clerk, setting forth the number of livestock to be housed or kept upon the premises, and the distance from where such livestock will be kept to surrounding property.

(b) Except for chicken permits issued in accordance with subsection (e), no livestock ~~No such~~ permit shall be issued if the livestock will be kept within 1,000 feet of the property of another, provided that this subsection does not apply to livestock being kept on property as of the effective date of this Code; provided, however, that in the case of such grandfathered livestock, the number of livestock shall not be increased above the number of livestock on the premises as of the effective date of this Code.

(c) Each permit shall be for a period of not to exceed one year and shall be issued as prescribed by the city commission.

(d) If, during the term of the permit, the animal control officer, upon inspection, determines that the provisions of this article are being violated, he shall revoke, by written notice, such permit, and the owner or his tenants shall, within 15 days, remove from the premises or dispose of all such livestock. Livestock on land zoned agricultural, agricultural and timberlands, or conservation is excluded from this section.

(e) Chicken Permit. A chicken permit shall be required for chickens to be kept, harbored, raised, or maintained in chicken coops as laying hens for eggs as accessory to a residential single-family structure, ("residence"), but only subject to the following:

(1) No more than five chickens may be kept on a lot, with roosters prohibited.

(2) The residence shall be owner-occupied.

(3) The chicken permit applicant must sign a statement acknowledging that the chicken permit may be revoked for any violation of this article, and may be revoked if this article is amended in the future, and the city will not be held responsible or liable for any losses to the applicant if such chicken permit is revoked.

(4) Ducks, geese, turkeys, peafowl, or any other poultry or fowl are not considered chickens under the provisions of this section of the code.

(5) Chickens and associated activities shall be kept for personal use only. Selling chickens, eggs, or chicken manure, or the breeding of chickens is prohibited.

(6) The coop and enclosure must be screened from any neighbor's or public's view, using an opaque fence.

(7) The coop and enclosure must be located in the rear yard, as defined by the city's Code of Ordinances. No coop or enclosure shall be allowed in any front or side yard.

(8) The coop or enclosure must comply with standard setbacks.

(9) The coop and enclosure shall provide a minimum of four square feet per chicken to permit free movement of the chickens. The coop and enclosure may not be taller than five and one-half feet, measured from the natural grade, must be at least six inches lower than the fence to screen them, and must be easily accessible for cleaning and maintenance. A building permit is required under the Florida Building Code if the coop exceeds 100 square feet. The coop shall not exceed a maximum of 200 square feet.

(10) The coop and enclosure shall be covered and ventilated, and a fence enclosure/run is required. The coop and enclosure must be completely secured from predators, including all openings, ventilation holes, doors and gates (fencing or roofing is required over the enclosure in addition to the coop, in order to protect the chickens from predators).

(11) All stored feed must be kept in a rodent- and predator-proof container.

(12) Chickens shall be kept within a coop and enclosure from dusk until dawn. No person

shall release or set any chicken free from such coop and enclosure unless under the supervision of a person, and no person shall slaughter a chicken.

(13) Chicken coops and enclosures shall be maintained in a clean and sanitary condition at all times. Chickens shall not be permitted to create a nuisance consisting of odor, noise or pests, or contribute to any other nuisance condition.

(14) The city clerk is authorized and directed to administer the chicken permit process as follows:

(a) A chicken permit will be issued once an applicant has completed an application, met all conditions, and staff concurs with the issuance of a chicken permit.

(b) There will be a \$50.00 fee for the chicken permit and initial inspection.

(c) Once a chicken permit has been issued for a chicken that is maintained under this section, the location will be subject to an annual inspection to ensure that the area is being maintained in a manner that is safe and sanitary for the animal and does not burden the neighbors of the residence.

(d) If any condition of the chicken permit has been violated, the city may revoke the chicken permit immediately if the violation has not been remedied after seven days' notice, or if it is a repeat violation. The city is responsible for the determination of compliance with the requirements of this article. In matters of interpretation, the city manager has the authority to determine compliance with this section of the Code of Ordinances.

(e) A person aggrieved by a decision of the city clerk related to the issuance, denial or revocation of a chicken permit may appeal to the city manager. A person aggrieved by a decision of the city manager may appeal to the city commission.

(f) Persons granted a chicken permit will be encouraged to attend an appropriate training session to learn safe chicken and egg practices.

(15) No dog or cat that kills a chicken will, for that reason alone, be considered a dangerous or aggressive animal.

(16) Chickens on land zoned agricultural, agricultural and timberlands, or conservation are excluded from this requirements of this subsection.

Section 2. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules. All development orders shall be issued in a manner consistent with controlling law and rendered in appealable form with the City Clerk. Denials of development approvals shall be issued in accordance with controlling law to include, but not be limited to, Section 166.033, *Florida Statutes*.

Section 3. Codification.

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Bunnell Code of Ordinance* and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2, 3, 4, 5, and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 4. Conflicts.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 12th day of February 2018.

Second Reading: adopted on this 26th day of February 2018.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Kristen Bates, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 2/14/2018 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2018-05 Code of Ordinance Amendment Chapter 14 Prohibiting the Use of Electronic Cigarettes in Certain Locations and Adopting Penalties. - Second Reading.
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Public Safety

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the City's Code of Ordinance and to create regulations regarding the prohibition of electronic cigarettes in certain locations.

This item was heard at the February 12, 2018 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the February 14, 2018 edition of the News Tribune.

Background:

In December 2017 and January 2018, the City Commission asked staff to look into regulations for the use of electronic cigarettes.

The proposed ordinance:

- Provides definitions;
- Prohibits the use of electronic cigarettes in all enclosed workplaces where tobacco smoking is prohibited; and
- Establishes penalties and amends the City's civil citation schedule to include these regulations.

Staff Recommendation:

Adopt Ordinance 2018-05 Code of Ordinance Amendment Chapter 14 Prohibiting the Use of Electronic Cigarettes in Certain Locations and Adopting Penalties. - Second Reading.

City Attorney Review:

Legal research into the matter has revealed that while regulation of smoking has been preempted to the state,

regulation of the use of electronic cigarettes has not been. Numerous cities and counties throughout the state have enacted regulations similar to those proposed in this ordinance. Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2018-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCES TO PROHIBIT THE USE OF ELECTRONIC CIGARETTES IN CERTAIN LOCATIONS AND TO INCLUDE PENALTIES FOR VIOLATION; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapters 166 and 163, Florida Statutes, include authority to enact regulations to protect the health, safety and welfare, and interests of the citizens of the City of Bunnell; and

WHEREAS, the Bunnell Code of Ordinances provides for the regulation of public nuisances and those regulations are in need of revision to add a prohibition on the use of electronic cigarettes in certain locations; and

WHEREAS, the City Commission of the City of Bunnell finds it is in the best interest and welfare of the citizens of the City to enact this Ordinance; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

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

NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA THAT:

Section 1.

The above “Whereas” clauses are incorporated by reference herein.

Section 2.

Article IX entitled “PROHIBITED USE OF ELECTRONIC CIGARETTES IN CERTAIN LOCATIONS” is hereby created and shall include Secs. 14-146 to read as follows:

Sec. 14-146 PROHIBITED USE OF ELECTRONIC CIGARETTES IN CERTAIN LOCATIONS

(a) Definitions. For the purpose of this Article:

(1) E-cigarette means any nicotine dispensing device that employs an electronic, chemical, or mechanical means to produce vapor from a nicotine product, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

(2) Use of an e-cigarette means the heating or igniting of an e-cigarette, which creates a vapor of liquid nicotine and/or other substances mixed with propylene glycol that the user inhales in

simulation of smoking.

(3) Retail e-cigarette shop means any enclosed indoor workplace dedicated to or predominantly for the retail sale of e-cigarettes, e-cigarette products, and accessories for such products, in which the sale of other products or services is merely incidental.

(b) Prohibition of using e-cigarettes in certain locations. The use of an e-cigarette is prohibited in all enclosed indoor workplaces within the City of Bunnell at which tobacco smoking is prohibited under the Florida Clean Indoor Air Act as defined in F.S. § 386.203(5), except for retail e-cigarette shops and those places listed in F.S. § 386.2045, "Enclosed indoor workplaces; specific exceptions."

(c) Penalty. Violation of any of the provisions of this Section shall be constitute a public nuisance punishable as set forth in Sec. 2-77 of this Code.

Section 3.

Subsection (a) of Sec. 2-77(a) entitled "Schedule of Violations" shall be amended to include (24) to read as follows:

(24) Section 14-146 Prohibited Use of Electronic Cigarettes in Certain Locations

Section 4.

Subsection (b) of Sec. 2-79 entitled "Disposition of civil penalties" is amended to include reference to Sec. 14-146 to read as follows:

Sec. 14-146 Use of Electronic Cigarettes in Certain Prohibited Locations

First Offense: \$50.00

Second Offense: \$100.00

Third Offense: \$150.00

Fourth Offense: \$200.00

Section 5.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules. All development orders shall be issued in a manner consistent with controlling law and rendered in appealable form with the City Clerk. Denials of development approvals shall be issued in accordance with controlling law to include, but not be limited to, Section 166.033, *Florida Statutes*.

Section 6.

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Bunnell Code of Ordinance* and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 1, 5, 6, 7, 8 and 9 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 7.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 9.

This Ordinance shall take effect immediately upon final adoption by the City Commission.

Approved on First Reading, the 12th day of February 2018.

Adopted on Second Reading, the 26th day of February 2018.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Attest:

Wade Vose, City Attorney

Kristen Bates, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. E.4.

Document Date: 2/14/2018 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2018-06 Amending the Code of Ordinance Section 30-1 Development Fees.
- First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Financial Health, Economic Development

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the Bunnell Code of Ordinance Section 30-1 Development Fees.

Background:

In general, City fees are adopted through resolution and not through ordinance.

At some point, the City's Development fees were adopted through ordinance and codified rather than being adopted through resolution.

The proposed ordinance removes the fee schedule from the Code of Ordinance and replaces it with language which states development fees will be adopted by resolution.

If the proposed ordinance is approved at First Reading, a proposed resolution for the adoption of development fees will also be heard at the time of Second Reading. This will prevent any delay in having development fees in effect. That proposed resolution will recommend increases to the City's development fees.

Staff Recommendation:

Approval of Ordinance 2018-06 Amending the Code of Ordinance Section 30-1 Development Fees. - First Reading

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2018-06

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCES SECTION 30-1 DEVELOPMENT FEES; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bunnell Code of Ordinance provides for or lists development costs; and

WHEREAS, City costs and fees should be adopted via resolution and not ordinance; and

WHEREAS, it is essential to the efficient administration of the Community Development and Building Departments for the City to adopt development fees through resolution and not ordinance; and

WHEREAS, the City Commission of the City of Bunnell finds it is necessary to enact this Ordinance; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance; and

WHEREAS, the City of Bunnell will adopt development fee costs and development rates via resolution at the time of adoption of this ordinance to prevent any gap in having rates or fees in effect; 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, FLAGLER COUNTY, FLORIDA THAT:

Section 1.

The Bunnell Code of Ordinances, is hereby amended as follows:

Chapter 30 - FEES

ARTICLE I. - IN GENERAL

Sec. 30-1. - Development fees.

~~Development fees directly in the city shall be computed in the following manner:~~

ITEM	SEE
Small scale land use amendment	\$350.00
Large scale land use amendment	750.00
Zoning change	350.00
PUD zoning	2,500.00
Text amendment to comp. plan	750.00
Variance	300.00
Plat (subdividing), per lot	25.00
Special exception	125.00
Site plan review	
	Residential 50.00
	Commercial 400.00
Concurrency review	
	Single family residence or mobile home 35.00
	Commercial/industrial or multi-family 150.00
	PUD 1000.00

Development costs and fees shall be set by resolution as approved by the City Commission. The City Commission may amend costs and fees as needed.

Section 2. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules. All development orders shall be issued in a manner consistent with controlling law and rendered in appealable form with the City Clerk. Denials of development approvals shall be issued in accordance with controlling law to include, but not be limited to, Section 166.033, *Florida Statutes*.

Section 3. Codification.

The provisions of this Ordinance, including its recitals, shall become and be made a part of the *Bunnell Code of Ordinance* and the Sections of this Ordinance may be re-numbered or re-lettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 2, 3, 4, 5, and 6 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 4. Conflicts.

All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 26th day of February 2018.

Second Reading: adopted on this ____ day of _____ 2018.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Kristen Bates, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 2/15/2018 Amount: \$1,621,421
Department: Finance Account #: General Fund & Water Sewer Fund
Subject: Budget Resolution 2018-01
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Financial Health, Infrastructure

ATTACHMENTS:

Description	Type
Budget Resolution 2018-01	Resolution
Budget Resolution 2018-01 Exhibit A	Exhibit

Summary/Highlights:

Budget Resolution to adjust the General Fund and Water Sewer Fund Operating Budget for Fiscal Year 2017-2018

Background:

The City of Bunnell City Commission approved the acceptance of three grant funded projects (SJWMD Reclaim water line, SJWMD Sewer plant improvements and CDBG South side sewer). The projects included \$87,170 of City required matching funds. This resolution amends the budget to recognize the grant revenue and budget the related expenditures.

This resolution also adjusts the General fund operating budget for the Hurricane Mitigation grant for hardening City Hall and based on staff review of fiscal year to date budget execution.

Staff Recommendation:

Recommend approval of Budget resolution 2018-01.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval of Budget Resolution 2018-01.

RESOLUTION 2018-01

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AMENDING THE FISCAL YEAR 2017-2018 GENERAL FUND AND WATER SEWER FUND ANNUAL OPERATING BUDGET, RECOGNIZING CERTAIN REVENUES BY AMENDING RESOLUTIONS 2017-24 AND 2017-25 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell City Commission adopted Resolution 2017-24 approving the Annual Operating Budget and Resolution 2017-25 amending the Annual General Fund and Water Sewer Fund Operating Budget for Fiscal Year 2017-2018; and

WHEREAS, the City of Bunnell City Commission desires to adjust the General Fund and Water Sewer fund operating budgets for projects funded from state and federal grants; and

WHEREAS, the City of Bunnell City Commission desires to adjust the General Fund and Water Sewer fund operating based on the staff review of the Fiscal Year 2017-2018 budget execution.

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

SECTION 1. BUDGET AMENDMENT. The City Commission of the City of Bunnell amends the Fiscal Year 2017-2018 General Fund and Water Sewer Fund Operating Budget by revising as specified in Exhibit A attached hereto, which reflects revenues and corresponding expenditures for the designated events.

SECTION 2. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2017 through September 30, 2018.

SECTION 3. SUPPLEMENTAL APPROPRIATIONS. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfer appropriations may be effected by the City Commission and the City Manager as deemed necessary in strict compliance with the procedures specified in Fiscal Management Policy 1004.1.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED at the meeting of the City Commission of the City of Bunnell, on the 26th day of February 2018.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Kristen Bates, City Clerk

Wade Vose, City Attorney

Seal:

Attachments: Exhibit A

FY2018
PREPARED: General Fund 001
FINANCE: 2/14/2018
Stella L. Gurnee

	APPROVED BUDGET
--	--------------------

REVENUES:

Federal Grant Revenue	58,091
PILOT Fees	<u>15,000</u>
TOTAL REVENUES:	<u><u>73,091</u></u>

EXPENDITURES:

NON-DEPARTMENTAL	<u>73,091</u>
TOTAL EXPENDITURES	<u><u>73,091</u></u>

FY2018 Water Sewer Fund 401
PREPARED: 2/14/2018
FINANCE: Stella L. Gurnee

	APPROVED BUDGET
--	--------------------

REVENUES:

Federal Grant Revenue	700,000
Appropriate Fund balance-Sewer Impact Fees	87,170
State grant Revenue	<u>761,160</u>
TOTAL REVENUES:	<u><u>1,548,330</u></u>

EXPENDITURES:

Sewer Department	<u>1,548,330</u>
TOTAL EXPENDITURES	<u><u>1,548,330</u></u>



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 2/14/2018 Amount: Waive \$19,000.00 of \$24,000.00 lien
Department: Community Development Account #:
Subject: Request to Reduce the Fine/Lien imposed by the Bunnell Code Enforcement Board for Case #07-126 on property located at 106 N. Railroad Street.
Agenda Section: New Business:
Goal/Priority: Public Safety, Economic Development

ATTACHMENTS:

Description	Type
Proposed Agreement	Exhibit
Recorded Lien	Exhibit

Summary/Highlights:

This is a request to reduce the 2007 lien imposed by the Code Enforcement Board on property located at 106 N. Railroad Street.

Background:

In 2007, a code enforcement case was opened against the property located at 106 N. Railroad Street for grass, weeds, trash and debris. At the time of the code enforcement case, the owner of the property was Jeffrey Carrasco.

The Code Enforcement Board imposed a \$250.00 per day fine starting on November 14, 2007. The property was found compliant on March 13, 2008. The daily fine stopped on the compliance date, making the fine total \$30,000.00.

After the property was found compliant the respondent/property owner attempted to sell other property in Flagler County, but the lien on this property was impacting the sale. The City agreed to a partial release of the lien if a payment of \$6,000.00 was made to the City. Jeffrey Carrasco made this payment and the City allowed a partial release of the lien so the property in Flagler County could be sold.

Jeffrey Carrasco transferred ownership of this property in 2008 to Carriage Apartments Inc. without the balance (\$24,000.00) of the lien being paid.

This lien is still imposed on this property.

Since receipt of that payment, the City has continued to incur costs for other code enforcement cases being opened on this property, code case research for developers or potential property owners, zoning and brownsfield designation research and other work done by staff for this property. The estimated amount of

City time and costs for this property since 2008 is \$5,000.00.

The requestor, Lauren Krebs, would like to purchase this property from the current owner. The lien needs to be addressed for the closing to proceed.

The current property owner has granted permission to Ms. Krebs to request a reduction in the lien. Ms. Krebs is willing to pay a portion of the current lien as stated in the terms of this agreement.

The proposed agreement:

1. Ms. Krebs agrees to pay the amount of \$5,000.00 to the City- \$2,500.00 will be paid at or before closing and installment payments will be made monthly.
2. Ms. Krebs will begin restoration of the building within 24 months of obtaining ownership of the property.
3. If the sale does not proceed between Carriage Apartments Inc and Ms. Krebs, the lien is restored to \$24,000.00

The City Attorney can explain further details of the agreement as needed.

Ms. Krebs is the first serious buyer of this property staff has talked with over the years. She is determined to restore this property to a useable state. This is the goal for the City as well.

Staff Recommendation:

Approval of the request to reduce the Fine/Lien imposed by the Bunnell Code Enforcement Board for Case #07-126 on property located at 106 N. Railroad Street.

City Attorney Review:

City Attorney's office prepared the proposed settlement agreement. Reviewed and approved.

Finance Department Review/Recommendation:

SETTLEMENT AGREEMENT
106 North Railroad Street

This Settlement Agreement is entered into this 26 day of February, 2018, by and between, Lauren Krebs ("Purchaser") whose mailing address is 303 E. Howe St., Bunnell, FL 32110 and the City of Bunnell, a Florida municipal corporation ("City"), whose address is 201 W. Moody Blvd., Bunnell, FL 32110, collectively referred to as the "Parties."

RECITALS

WHEREAS, Purchaser has a pending contract with Carriage Apartments, Inc., a dissolved Florida corporation, for the purchase of real property with a street address of 106 North Railroad Street, Bunnell, Florida 32110 ("Subject Property") and more particularly described as:

TOWN OF BUNNELL BLOCK 173 LOTS 5-6 LOCATED IN SEC 15 OR 467 PG 1564 OR 585 PG 1932 OR 676 PG 1674-RDMN ALBERT SINACORI TRUSTEE (1/3 INT) LIFE ESTATE TO JOSEPH AND FREIDA OR 684 PG 1355-1/3 INT-LIFE ESTATE TO MARIO & DOROTHY RDMAN MARTINO TRUST OR 1207 PG 1102 OR 1456 PG 405 OR 1456/407 OR 1644/586 -CT, Public Records of Flagler County Florida

Parcel ID#10-12-30-0850-01730-0050

WHEREAS, there is currently an outstanding code enforcement fine and a lien on the Subject Property, which was recorded in Official Records Book 1627, Page 276, of the public records of Flagler County, Florida ("Lien"); and

WHEREAS, to date the City has incurred \$5,000 in costs and expenses to enforce the City of Bunnell Code of Ordinances in this matter; and

WHEREAS, Purchaser and the City desire to release the Subject Property from the Lien, settle the amount of outstanding fines, and bring the Subject Property into compliance, subject to the terms and conditions contained herein.

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. **RECITALS.** The above recitals are true and correct and are incorporated herein by reference.
2. **TRANSFER OF TITLE.** Purchaser represents to City that it will become the legal title holder of the Subject Property, on or before March 30, 2018 ("Transfer Date") and has provided evidence of such to the City's satisfaction. In the event, title is not transferred

provided evidence of such to the City's satisfaction. In the event, title is not transferred from the current property owner to Purchaser on or before the Transfer Date, this Settlement Agreement shall be null and void and Purchaser shall be released from any and all obligations to the City with respect to the Subject Property.

3. **COMPLIANCE:** Purchaser agrees to take the necessary actions to bring the Subject Property into full compliance with all City of Bunnell Code of Ordinances no later than 24 months ("Compliance Date") from the Transfer Date and payment of all settlement amount due in Paragraph 4. Purchaser agrees to provide quarterly updates to the City, beginning 3 months from the Transfer Date to show work completed since the Transfer Date and the City shall record a Notice of Compliance once all code enforcement violations are cured and all settlement amounts are paid.

4. **SETTLEMENT AMOUNT & COSTS:** The parties acknowledge that the current amount of code enforcement fines due is \$24,000. Notwithstanding the foregoing and subject to the provisions and conditions contained in Paragraph 3, the City agrees to reduce the amount of the existing fines and lien to \$5,000 and waive its right to collect any additional code enforcement fines, attorney's fees and costs incurred by the City in connection with the violations addressed in Code Enforcement Board Order for Case #07-126 in settlement of this matter. Each party shall bear its own costs for attorney's fees and other incidental expenses related to this Settlement Agreement. The City shall pay recording costs for this Settlement Agreement and the release referenced in Paragraph 6. Purchaser is responsible for all costs to achieve compliance and payment of the settlement amount, including but not limited to any cost for building permits, materials, labor and supplies.

5. **PAYMENT:** On or before the Transfer Date, Purchaser shall deliver 1) \$2,500 via wire transfer to the Trust Account of the Vose Law Firm, 324 W. Morse Boulevard, Winter Park, FL 32789, to be held in escrow until the Transfer Date or disbursed to the City shortly thereafter; and 2) an executed promissory note to pay the City \$100 or more per month until the City has been paid the remaining \$2,500.

6. **RELEASE:** On or shortly after the Transfer Date the City shall record a release of Lien in the Official Records of Flagler County, Florida. The release shall be subject to the Subject Property achieving compliance within 24 months from the Transfer Date or sooner and full payment of the settlement amount. Satisfaction of this condition in the Release shall be demonstrated by the recorded Notice of Compliance containing a statement that payment has been made in full. Simultaneously as of the date the release of Lien is recorded, the Purchaser agrees to waive any claims it has relevant to the code violation and all other claims and demands it may have against the City relative to the Subject Property.

7. **CITY'S REMEDY IN CASE OF PURCHASER'S DEFAULT:** In the event Purchaser fails to resolve the code violations on the Subject Property no later than 24 months from the Transfer Date or pay the settlement amount in full, the parties agree no

further action is needed on the part of the City to reinstate the Lien to \$24,000 and the Purchaser forfeits all settlement payments made to the City.

8. **WAIVER OF DEFENSES IN THE EVENT OF DEFAULT:** Purchaser, its successors or assigns, by its execution hereof, waive any defense, setoff or counterclaim with respect to the Subject Property in the event of a default by Purchaser under this settlement agreement. Additionally, Purchaser does hereby remise, release, acquit, satisfy, and forever discharge the City, its officers, agents, attorneys, and its contract attorneys from all manner of action and actions, cause and causes of action, 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 it ever had, now has, or which any successor or assign of Purchaser hereafter can, shall or may have, against the City, its officers, agents, attorneys and its contract attorneys, for, upon or by reason of any matter, cause or thing, whatsoever, from the beginning of the world to the day of these presents as arising from any and all dealings regarding the Subject Property. Notwithstanding the foregoing, the Purchaser hereby retains all right to enforce its rights under this Agreement.

Kristin Vincenzi
Signature of Witness # 1
Kristin Vincenzi
Print or type name

LAUREN KREBS
Lauren Krebs-Ziegler
LAUREN KREBS

Carol Davis
Signature of Witness #2
Carol Davis
Print or type name

STATE OF Florida
COUNTY OF Flagler

The foregoing instrument was acknowledged before me this 12 day of Feb 2018, by Lauren Krebs, who is personally known to me or who has produced ID as identification and who did not (did) take an oath.

Patricia Spencer
Signature of Notary
Patricia Spencer
Print or type name

(NOTARY SEAL)

ATTEST:



PATRICIA SPENCER
Notary Public, State of Florida
My Comm. Expires Mar. 20, 2020
Commission No. FF 072807

CITY OF BUNNELL

KRISTEN BATES
City Clerk

CATHERINE D. ROBINSON
Mayor

Date: February 26, 2018

Approved as to Form and Legality:

WADE C. VOSE, City Attorney



For Recordation

**CODE ENFORCEMENT BOARD
CITY OF BUNNELL, FLORIDA**

CITY OF BUNNELL, a political
Subdivision of the State of Florida
Petitioner
Vs.

Case# 07-126

Carrasco Jeffrey
Respondent(s)

RECORDATION OF FINE/LIEN

THIS CAUSE came on for public hearing before the City of Bunnell Code Enforcement Board on **November 14th, 2007**, after due notice to Respondent and presentation of evidence. The Board issued its finding of Fact and Conclusion of Law and thereupon found Respondent in Non-Compliance.

THAT BASED ON THE FOREGOING PREMISES, AND BY THE AUTHORITY OF Section 162.09, Florida Statutes and City of Bunnell Code of Ordinances.

IT WAS HEREBY ORDERED on November 14th, 2007 that the Respondent/Owner Carrasco Jeffrey pay to the City of Bunnell, a fine in the amount of **Two Hundred Fifty (\$250.00)** per day and said fine is hereby imposed on the **14th day of November, 2007**, said fine shall continue thereafter for each and every day the violation continues to exist. As part of said fine, the Respondent shall pay all costs incurred by the City of Bunnell in this case. The Respondent must notify the City Code Enforcement Officer, if he/she complies with the Board's Order. This Order shall be recorded in the Official Records of the Office of the Clerk of the Circuit Court in Flagler County, Florida, said property to include, but not necessarily limited to that described as follows, to-wit:

Property Address: 106 North Railroad Street
Legal Description: Block 173 Lots 5 & 6
Parcel ID# 10-12-30-0850-01730-0050

Alle
Board Chairperson

11/15/07
Date

I HEREBY CERTIFY that a true and correct copy of the Original Board Order

By: *Ronald Johnson* this 15th day of November, 2007.
City Clerk

I HEREBY ATTEST that a copy of this above and foregoing document has been furnished by Certified Mail/personal service to the Respondent.

Attest: *[Signature]*
Code Enforcement Official

City Manager's Monthly Report



Dan Davis
City Manager
For January 2018

February 2018

Information Technology

- Met with the Verizon rep and discussed some new products they are offering, and changes to our account. One new item really peaks my interest, that would be wireless backup internet. The last time I looked at a similar offering, it was very expensive. The price point seems to have come down considerably. Awaiting a proposal.
- Made several website changes.
 - Created a “Holiday Pickup Schedule” web page for Solid Waste.
 - Created a Shift Briefing page and archive for the PD. They have a standing public records request for these. Now I can post them to the web page, and anyone who is interested can download them instead of having them emailed directly. I will work on a web interface so PD staff can upload and populate the database directly. But for now I will have to post them.
- Received purchasing authorization from the Board, quoted and ordered several replacement machines from Dell.
- Participated in the development of the Hurricane Irma After Action Report.
- Assisted in the edits of the Disaster Plan.
- Moved some data off of an older server, and decommissioned it as a domain controller. This will be relocated to Public Works and utilized for recording replacement cameras that have been ordered and received for both Public Works and the Wastewater Plant. Getting ready to rewire both buildings.
- Worked with Chief Foster and assisted in creating a PowerPoint presentation for training to be provided to all employees. Even shot and edited a video introduction.
- Participate in several product demonstrations. This will be a replacement for our End Point Security (anti-virus / malware, etc.), migrating away from Kaspersky.
- At the request of one of the commissioners during the Reports section of a meeting, I contacted Palm Coast about a recent item that went before their dealing with cell phone towers. Provided the information to the City Manager for further action.
- Coordinating with Spectrum to relocate internet services from the Public Works building to the Wastewater plant. The plant is staffed 7 days and has a generator. Plant staff is hoping this will alleviate a problem they are experiencing with an internal process.

Human Resources:

- Processed paperwork for 1 new hire.
- Processed 2 background checks/physicals.
- Completed analysis on Benefit Survey 35 surveys completed.
- Started planning for Open Enrollment.
- Assisted Community Development with Business Tax Receipt applications.
- Assisted the Clerk’s Office with meeting related tasks.

Administration:

Farewell!

Sandi Bolser retired as the City Clerk of Bunnell. She was recognized by the Board and bid a fond farewell during the January 8th meeting of the City Commission. The photo at right shows Mayor Robinson presenting Sandi with a memento and well wishes from City Staff.



Kristen Bates, Deputy City Clerk has been promoted to City Clerk, and Donnie Wines has taken over the Deputy City Clerk position.

Code Amendment Update:

City Attorney continues to work on the Chapter 10 Animals for review and assistance with revision for livestock in the downtown core.

The Commission also identified the Code of Ordinance Chapter 26 Junk vehicle section of the code for a rewrite. Towing vehicles from private property is a unique situation. Additional research is still needed.

Community Development Department

Community Development: Update:

- The new, part time Code Enforcement Officer, Ken DeLoach started January 9, 2018
- Following the adoption of the new hours for alcohol sales on Saturdays, letters regarding the change in regulations were mailed to all businesses which currently have a Department of Business and Professional Regulation alcohol sales state license
- The Community Development Department provided its department report to the City Commission at the January 22, 2018 Workshop
- Activity: Issued 42 permits, closed 69, and have 4 projects in Site Plan Review.
- Attended a FDOT public meeting on constructing a round about at the intersection of US 1 and Old Dixie Highway.

PZA Update: The following items were on the January 16, 2018 PZA Agenda:

Some of these items may have already appeared on the City Commission Agenda:

- Ordinance 2018-XX Amending the Capital Improvements Element of the Comprehensive Plan: The City is required to update the Capital Improvements schedule of the Comprehensive Plan annually. This is accomplished via ordinance. The proposed ordinance updates the 5-year schedule of improvements for 2017 to 2022. The Planning Board voted to not recommend approval of the ordinance.



Police Department

ACTIVE SHOOTER RESPONSE

LEARN HOW TO SURVIVE A SHOOTING EVENT



RUN



HIDE



FIGHT

CALL 911 ONLY WHEN IT'S SAFE TO DO SO

The Bunnell Police Department trained all city employees on “How to Respond to an Active Shooter”.

In order to Address Crime Together (ACT), the Bunnell Police Department joins a newly established Domestic Violence Summit quarterly meeting hosted by the Flagler County Sheriff's Office for the purposes of on finding solutions to reduce domestic violence in our communities



Public Works

Staff Updates:

- Survived a serious bout with the Flu. Over a 2 week period, 80% of Public Works staff called in sick.

Projects:

- Crack sealing of roads resumed
- Micro surfacing pre-work has begun
- Water plant fence removed, and canal between Gospel Gardens and Water plant improved
- Street sweeper motor has blown, retrieving quotes for repair and evaluating options.



Fire Department

- Coordinating with the County on the take over of the Fire Department. The County has rewired the network in the building, and is providing their own internet access. Currently a County Battalion is operating out of the building.
- Working with City staff on the Pension Fund.
- Arranging for approximately 100 children to tour through the Fire Station.

Engineering

Preparing a presentation to City Council in February on Municipal Separate Storm Sewer System (MS-4) in conjunction with the Utilities Dept. presentation. Also scheduling of MS-4 training for city staff, a public meeting with community residents, and an informational brochure.

Continuing in consultation with FDOT and City Public Works Director along SR 100 (east of US 1), reviewing drainage outfalls, clearing and cleaning ditches city-wide.

Continuing to work with Utilities Manager and Engineering Consultant, in order to complete design, cost estimates, and preparing bid documents for the Southside Sewer CDBG Grant Project.

Preparing for grant acceptance for Deen Road Storm water / Sewer System Improvements. Discussing with Alliant Engineering and negotiating design proposal to place project out for bids anticipated within the next few months. Discussed design concepts and details of work to be accomplished and extent of project with design consultant and Utilities Manager.

Lewis L. Jackson Park Project – Construction Bid Awarded at City Council on 1-8-17 to Anglin Construction. Preconstruction meeting to be scheduled in February after Purchase Order / Contract have been signed and issued. Public

Works crews continuing site work completion.

Met to discuss Heritage Park design. Continuing discussion on design concepts and working on completion of park design and selection of Pergola and Clock with related cost of construction items.

Several Site Plan Reviews for Community Development Dept. Also, at the request of the City Manager, started reviewing single family site plans in reference to drainage issues.

Consulted with Public Works Director on various existing drainage issues within the City (Anderson, Bacher, etc.)

Reclaimed Water Extension Grand Reserve - Preconstruction meeting attended with J. D. Weber Construction on Jan 8, 2018. Attended ribbon cutting ceremony for project.

Sewer Plant Rib Design discussion with consultant carried out. Modification in grant required due to ground water conditions obtained in soils report. Tentative approval given by St. Johns River Water Management District staff.

City Hall Roof Replacement Wind Mitigation Grant received and design concepts discussed by committee.



Utilities Department

Projects

Fire Hydrant Annual Maintenance completed (includes exercising, flushing and lubricating over 200 Hydrants in the city).

Removed the east fence line at the Water Treatment Plant. This project was budgeted to increase security at the WTP due to tree growth, settling and compromised fence conditions. In-house completed the removal, excavations, and land prep. Oceans Fence completed the new install of 375' of fence.

Lift Station #12 Pump #2 is at service facility for repairs.

West Biological Treatment Unit at Wastewater Treatment Plant back online.

Continue Assisting Public Works in cleaning culverts and swales throughout the city with Utility VacCon.

Pressure washing continues at WTP. (East Ground Storage tank and North and East Building sides completed)

501 S Moore, water break repaired in December, road has been paved and job completed.

Install 64 manhole rain guards to reduce infiltration intrusion problems from flooding

Performed maintenance on Lift Station equipment and valves.

Cleaned tanks at the Wastewater Plant of duck weed growth.

WWTP Flow Equalization Pump continues to have clogging and efficiency problems. Currently, finalizing quotes to review and deciding on replacement and/or repair of a single or both pumps.

Grants/Administration

Submit bi-weekly reports to SJRWMD for Projects # 30306 and # 31866

CBDG Grant for southside sewer rehab progress includes staff reviews of project details and scope of work.

Alliant Engineering finalized bid documents draft. City to review.

SJRWMD FY17 REDI –Reclaim Watermain.

Construction JD Weber onsite and construction is moving forward – 35% complete

SJRWMD FY17 Cost Share – WWTP Improvements and Rib Site.

Surveying and Geotechnical results did not provide a positive result for a Rapid Infiltration Basin (RIB) site. The engineer is revamping the design for an improved and yet still beneficial reclaim pond for the project.

SJRWMD FY18 REDI – Westside Sewer and Storm Water Improvements

Preparing RFQ for engineering services

Work on Utility Department Presentation for Commission Workshop on 2/26/18

Service

New Smart Meters Installed: 140

Recorded 5.43 inches of rainfall for the month of January 2018.

01/28/18- 2.05” of rain, causing hydraulic overloading of plant lift station and FE tank. Plant received 0.693 MG of flow. (115% capacity for the day)

For the month of January 2018, the WWTP exceeded capacity flows on 1/28/18. The rainfall was 2.05” for the 24hr period, this caused the plant flows to reach 0.693 mg. 115% of plant capacity.

The monthly average capacity reported as 69% at 0.414mg MGADF.

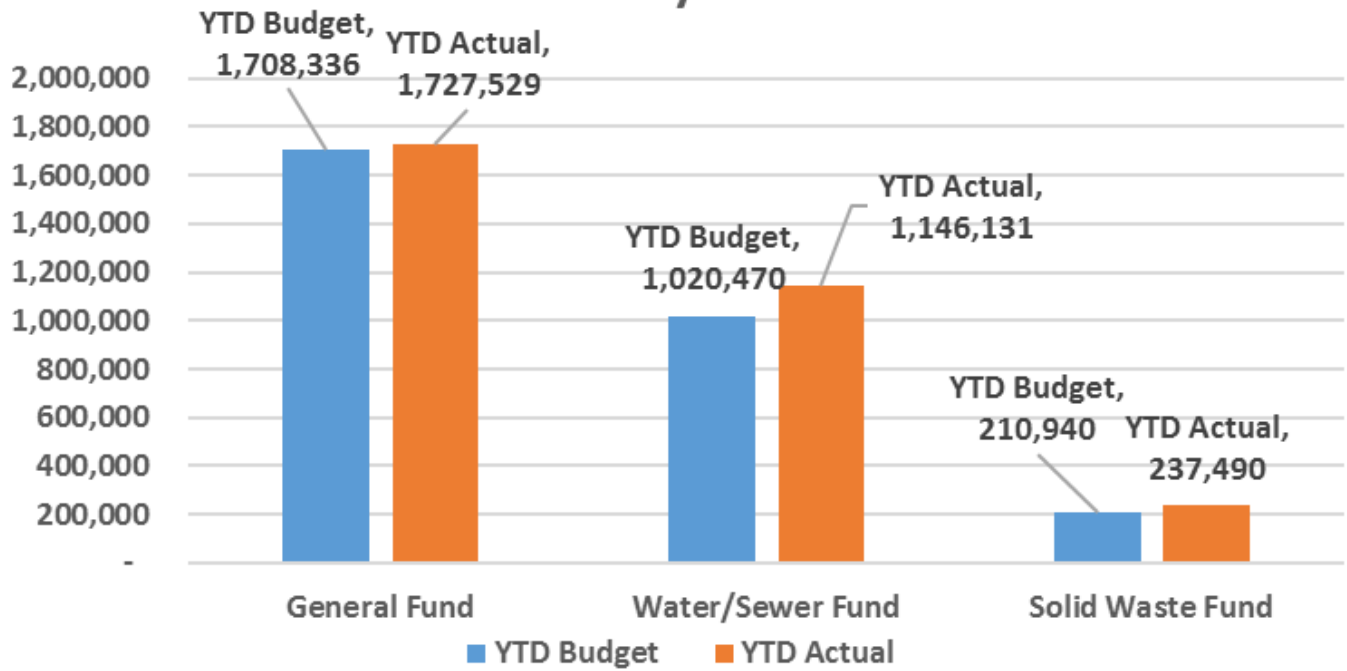
The Water Plant produced 7.750MG of water with an MADF of 0.250mgd





BUDGET PERFORMANCE FISCAL YEAR 2018

Preliminary Major Operating Funds Revenue
January 2018

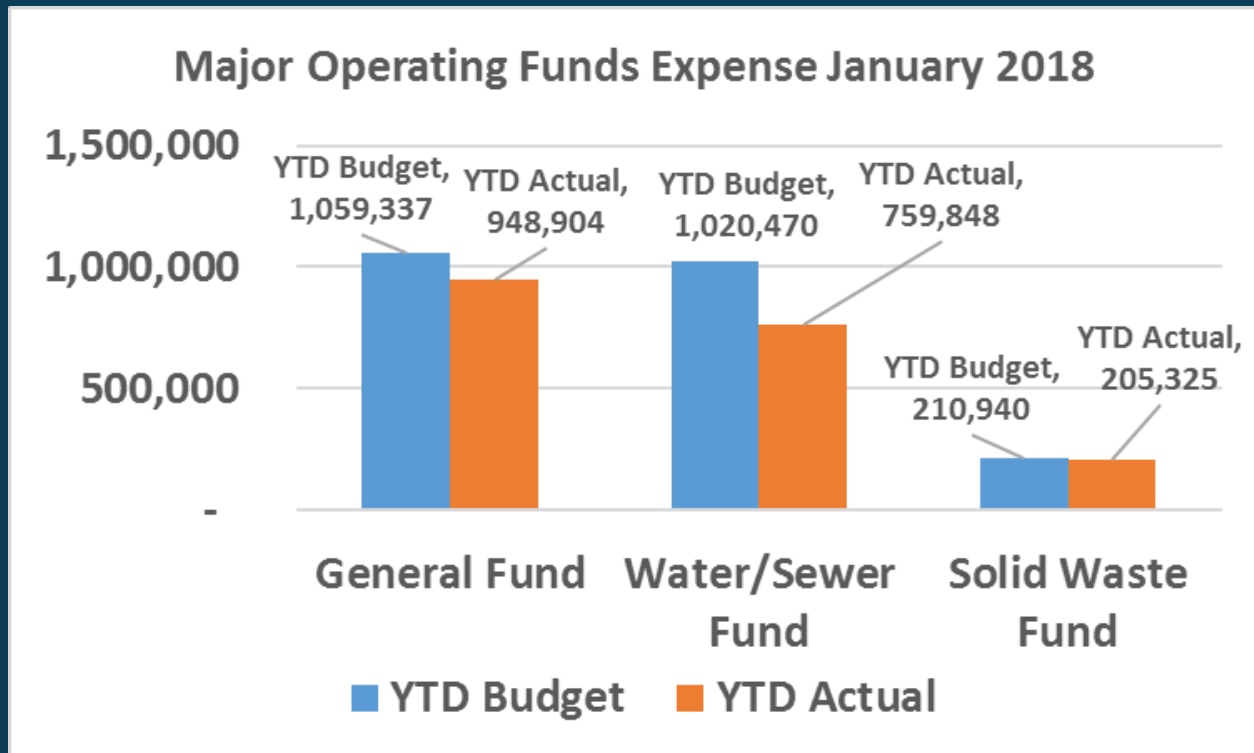


The end of January is the fourth month of the new fiscal year. Revenues in the General Fund are at anticipated levels. Approximately 80% of the annual General Fund property tax revenue has been received by January. The Water Sewer fund operating revenue is above anticipated levels. This is the result of collection of more than anticipated impact fees. The Solid Waste fund operating revenues are at anticipated levels.





BUDGET PERFORMANCE FISCAL YEAR 2018



General Fund expenditures are lower than expected due to timing of capital projects and expense payments. Water Sewer Fund expenditures are lower than anticipated due to timing of capital construction projects. Solid Waste Fund expenditures are slightly below expected levels.

Fiscal Year 2017 Closing and Audit

Both the General Fund and Water Sewer fund expect to show an increase to unrestricted funds balance at the close of fiscal year 2017. The Solid Waste fund is still anticipated to be in a deficit unrestricted fund balance. The City has not received the FEMA and State reimbursement for Hurricane Matthew or Hurricane Irma expenditures. However, we did receive notification that a payment for the Emergency Protective Services portion of the claim should be forthcoming in February. The Solid Waste claim is still being reviewed by FEMA. We anticipate 87.5% of the Solid Waste hurricane expenditures to be reimbursement by FEMA. The City's required match for hurricane expenditures in Solid Waste is about \$25,000. The City is participating in the expedited debris removal program with FEMA for both hurricanes.

The Fiscal year 2017 audit has begun. City staff will be completing closing actions over the next several months. Audit staff will return to the City in April to complete the audit.



Finance Department



WELCOME TO THE
**FINANCE
DEPARTMENT**
WHERE
EVERYBODY
COUNTS!

We are making Progress

- Finance continues to work with the State and FEMA on the requests for assistance for the City's Hurricane related costs for both Hurricane Matthew and Irma.
- Finance staff participated in several training activities including Tyler, Accounting, and Customer Service training.
- Finance has been working on ways to improve Utility billing and collections. These include assisting with the meter automation project, researching collections alternatives, changing deposit amounts and increased monitoring. Changes to the City's Utility ordinance will be forwarded to the Commission for consideration.
- Agreements for a new credit card provider and further automation of the City's banking services will be brought to the Commission in February.





Grant Status

FEMA Public Assistance Grant, Hurricane Matthew- FEMA has approved the Debris project. The City has been notified that the payment for the Emergency protective claim should be forthcoming in February.

FEMA Public Assistance Grant, Hurricane Irma-Finance has submitted data to FEMA and responding to FEMA's additional information requests.

Local Mitigation Strategy (LMS) grant program-The City has received the grant award for the project of hardening City Hall for wind storms. The City will now begin the bid process for the project.

St. John's Water Management (SJWMD) Reclaim Water Main Extension-Construction continues for this project and completion is anticipated ahead of schedule.

St. John's Water Management (SJWMD) Wastewater Improvements- During the survey for the project design it was determined that the Rapid Infiltration Basin could not be built at the proposed site due to the nature of the soil. The Engineering firm, QLH, will be looking for another way to accomplish the goal of reducing discharge to the creek. The City will then ask for a grant amendment for this project.

St. John's Water Management (SJWMD) Deen Road Drainage and Wastewater Improvements-The City has received a grant award of \$462,000 for drainage and wastewater improvements in the Deen road area.

Community Development Block Grant (CDBG) Southside Sewer Rehab- The State has approved the design changes recommended by the City Engineer. The amendment to the agreement has been received. Engineering will be amending the scope to proceed with the bid for the project.

Florida Recreation Development Assistance Program (FRDAP)

Commissioner Lewis L. Jackson Park-Bids for construction were received. Commission approved that the bid be awarded to Anglin Construction. The contract will be brought before the Commission on February 26, 2018.

Heritage Trail Park- City has received notice of Commencement. City is working with the County regarding design changes.

Hurricane Loss Mitigation Program (HLMP) formerly (Residential Construction Mitigation Program (RCMP))-Finance staff are preparing and submitting to the State the property information sheets and inspections for State approval. The project bid will be prepared after State approval. The City was awarded \$194,000 for this program.

