

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

BILL BAXLEY

DONNIE NOBLES

JAN REEGER

BUNNELL CITY COMMISSION MEETING

Monday, September 23, 2019

Meeting to start immediately following Second Public Budget Hearing

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: Rail Safety Week

C. Consent Agenda:

C.1. Approval of Warrant

a. September 23, 2019 Warrant

C.2. Approval of Minutes

a. September 9, 2019 City Commission Meeting minutes

C.3. Request approval for a blanket purchase order to Lynch Oil for FY2019-20

C.4. Request Approval to create a blanket purchase order to Ferguson Waterworks for FY19-20

C.5. Request Approval to piggyback the City of Deltona's contract renewal with Hawkins, and approve creation of a blanket purchase order

C.6. Request Approval to Surplus Retired Equipment

C.7. Request Approval for Change of Company on Surety Bonds for DB Civil Construction.

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 2019-13 Request to Change the Future Land Use Designation on Approximately 0.992 Acres of Property from City of Bunnell, Single-Family Low Density to City of Bunnell, Commercial-Medium - Second Reading
- E.2.** Ordinance 2019-14 Request to Change the Future Land Use Designation on Approximately 1.354 Acres of Property from Flagler County Commercial-High Intensity to City of Bunnell Commercial-Medium - Second Reading
- E.3.** Ordinance 2019-15 Request to Rezone Approximately 1.354 Acres of Property From C-2, General Commercial and Shopping Center District to City of Bunnell, B-1, Business District - Second Reading

F. Resolutions: (Legislative):

- F.1.** Resolution 2019-15 Amending Resolution 2017-27, relating to Water and Wastewater Utility Rates, Ratifying Non-implementation of Annual Rate Adjustment

G. Old Business: None

H. New Business:

- H.1.** Request to Approve Bid Award for SR100 Reclaimed Water Main Extension Phase II
- H.2.** Flagler Central Commerce Parkway - 1 to 100 Employment District
- H.3.** Request to Appoint Planning, Zoning and Appeals Board Member
- H.4.** Request to Appoint Code Enforcement Board Members

I. Reports:

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

City Manager Report- August 2019

- **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) 437-7500.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on September 16, 2019



*Proclamation
Rail Safety Week
September 22 – 28, 2019*

WHEREAS, the State of Florida is a leader in supporting highway-rail grade crossing and pedestrian safety programs; and

WHEREAS, highway-grade crossing crashes during 2018 resulted in 13 persons killed and another 36 injured in the state of Florida; and

WHEREAS, pedestrian/railroad trespass incidents on railroad property during 2018 resulted in 37 persons killed and another 25 injured in the state of Florida; and

WHEREAS, highway-grade crossing crashes are more severe than highway collisions and are more likely to result in death and injury; and

WHEREAS, collisions between trains and motor vehicles or pedestrians could have been prevented by increased public awareness of the dangers at crossings and around railroad property and the appropriate safety laws, and

WHEREAS, Operation Lifesaver is the foremost public information and education program dedicated to preventing highway-rail grade crossing crashes and pedestrian/railroad trespass incidents; and

WHEREAS, on September 22 through 28, 2019, and throughout the year, all citizens are encouraged to observe added caution as motorists or pedestrians near tracks or trains; and

WHEREAS, this important observance should lead to greater safety awareness and a reduction in highway-rail grade crossings crashes and pedestrian/railroad incidents;

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 the week of September 22 through 28, 2019 as Rail Safety Week in the City of Bunnell, and encourage all citizens to participate in activities to reduce crossing crashes and pedestrian/railroad trespass incidents during this week and throughout the year.

Adopted this 23th day of September 2019

Catherine D. Robinson, Mayor

Kristen Bates, City Clerk

Seal:



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 09-23-19

Type

Warrant



(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Tyler Technologies	Maintenance 10/1/2019-09/	001-1551000	29,015.90
		Colonial Life & Accident Insur	Caferia Plan 8/8/19-8/22/19	001-2185000	316.80
		Emma Adams	Deposit Refund Event Sept 7	001-2201000	150.00
		Alice Emanuel	Deposit Refund Sept 1 City Ha	001-2201000	150.00
		Latisha Renee Williams	Deposit Refund Sept 9 VLMCC	001-2201000	155.00
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	396.76
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	367.66
		Lynch Oil Company	FUEL BLANKET PO	001-1410000	588.24
					31,140.36
DepartId: 0511 - Legislative					
		Charter Communications Hold	Phone and Internet Charges 0	001-0511-511.4100	102.98
				DepartId 0511 - Legislative Total:	102.98
DepartId: 0512 - Executive					
		Charter Communications Hold	Phone and Internet Charges 0	001-0512-512.4100	72.48
				DepartId 0512 - Executive Total:	72.48
DepartId: 0513 - Financial and Administrative					
		Charter Communications Hold	Phone and Internet Charges 0	001-0513-513.4100	202.83
		Flagler County Clerk of Courts	Recording Fees (City documen	001-0513-513.3300	106.50
		Bankcard Center	Budget Workshop Food- 8/29	001-0513-513.4900	122.97
		Bankcard Center	Supplies for Hurricane Dorian	001-0513-513.4900	37.35
		Bankcard Center	TV for CM Office	001-0513-513.4900	99.00
		Bankcard Center	September 12- Budget Works	001-0513-513.3400	141.15
				DepartId 0513 - Financial and Administrative Total:	709.80
DepartId: 0514 - Legal Counsel					
		Vose Law Firm, LLP	Vose Law Firm Services- Augu	001-0514-514.3103	7,000.00
				DepartId 0514 - Legal Counsel Total:	7,000.00
DepartId: 0516 - Information Systems					
		Charter Communications Hold	Phone and Internet Charges 0	001-0516-516.4100	65.17
		DEX Imaging	Contract Charges 8/13/2019-	001-0516-516.4700	58.68
		Spherion Staffing LLC	Staffing Service Finance	001-0516-516.3400	724.40
		Spherion Staffing LLC	Temp Service for Finance	001-0516-516.3400	724.40
		Spherion Staffing LLC	Temp Services Finance	001-0516-516.3400	289.76
				DepartId 0516 - Information Systems Total:	1,862.41
DepartId: 0517 - Debt Service					
		Charter Communications Hold	Phone and Internet Charges 0	001-0517-517.4100	32.59
				DepartId 0517 - Debt Service Total:	32.59
DepartId: 0521 - Law Enforcement					
		Florida Power & Light	601 E Moody Blvd # Camera	001-0521-521.4300	10.18
		Charter Communications Hold	Internet / Phone Charges 200	001-0521-521.4100	108.98
		Charter Communications Hold	Phone and Internet Charges 0	001-0521-521.4100	233.33
		Flagler County Board of Count	Blanket PO - PD Fuel (Remaini	001-0521-521.3400	201.65
		Flagler County Board of Count	Blanket PO - PD Fuel (Remaini	001-0521-521.5210	2,894.92
		Florida Power & Light	411 S Anderson St Camera	001-0521-521.4300	10.18
		Florida Power & Light	201 E Drain St Camera	001-0521-521.4300	10.18
		O'reilly Automotive Inc	Blanket PO - Auto parts	001-0521-521.4620	7.18
		Florida Power & Light	205 S Anderson St Camera	001-0521-521.4300	10.18
		Florida Power & Light	400 S Anderson St Camera	001-0521-521.4300	10.18
		Florida Power & Light	410 S State St Camera	001-0521-521.4300	10.18
		Florida Power & Light	312 S State St camera	001-0521-521.4300	10.18
		Flagler County Board of Count	Blanket PO - vehicle maintena	001-0521-521.4620	194.71
		Flagler County Board of Count	Vehicle Maintenance Repair 1	001-0521-521.4620	933.34

WARRANT

Payable Dates: 09/09/2019 - 09/23/2019

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
		Florida Power & Light	2540 N US Highway 1 Irrigatio	001-0541-541.4300	11.57
		Florida Power & Light	208 S State St	001-0541-541.4300	0.01
		Advanced Auto Parts	BPO MAINTENANCE / REPAIR	001-0541-541.4640	31.08
		UniFirst Corporation	UNIFORMS	001-0541-541.5220	58.62
		UniFirst Corporation	UNIFORMS	001-0541-541.5220	58.62
		UniFirst Corporation	UNIFORMS	001-0541-541.5220	58.11
		DB Civil Construction LLC	Westside (Deen rd) Storm wat	001-0541-541.6300	22,564.59
Departid 0541 - Road and Street Facilities Total:					30,327.89

Departid: 0572 - Parks and Recreation

City of Bunnell - WS O&M	300 Citrus Street - JB King Par	001-0572-572.4300	712.51	
City of Bunnell - WS O&M	200 S. Church St - City Hall	001-0572-572.4300	322.75	
City of Bunnell - WS O&M	401 E. Court St - EJ Park	001-0572-572.4300	346.83	
City of Bunnell - WS O&M	308 S. Pine St - LL Jackson Par	001-0572-572.4300	65.60	
City of Bunnell - WS O&M	405 E Drain St - Community C	001-0572-572.4300	234.01	
Sun Country Termite & Pest C	PEST CONTROL	001-0572-572.3400	40.00	
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	
Sun Country Termite & Pest C	PEST CONTROL	001-0572-572.3400	30.00	
Sun Country Termite & Pest C	PEST CONTROL	001-0572-572.3400	37.00	
Florida Power & Light	202 S Pine St Park Light	001-0572-572.4300	971.93	
DG Hardware, Inc.	BPO OPERATING SUPPLIES	001-0572-572.4610	28.55	
Florida Power & Light	300 Citrus St Park	001-0572-572.4300	68.24	
Florida Power & Light	400 E Drain St Community Ce	001-0572-572.4300	119.25	
Flagler Power Equipment	BLADE BELT UNIT 721	001-0572-572.4640	106.00	
Flagler Power Equipment	BLADE BELT UNIT 721	001-0572-572.4640	0.99	
Vehicle Tracking Solutions LLC	GPS SERVICE	001-0572-572.4100	19.99	
Vehicle Tracking Solutions LLC	GPS SERVICE	001-0572-572.4100	19.99	
Little Electrical Solutions LLC	Edward Johnson Park Field Lig	001-0572-572.3400	467.80	
Florida Power & Light	200 S Church St	001-0572-572.4300	431.03	
Lowes Home Centers, Inc.	City Emblem Relocation Suppl	001-0572-572.5310	293.00	
UniFirst Corporation	UNIFORMS	001-0572-572.5200	1.06	
UniFirst Corporation	UNIFORMS	001-0572-572.5220	33.10	
UniFirst Corporation	UNIFORMS	001-0572-572.5200	1.06	
UniFirst Corporation	UNIFORMS	001-0572-572.5220	33.10	
UniFirst Corporation	UNIFORMS	001-0572-572.5200	1.06	
UniFirst Corporation	UNIFORMS	001-0572-572.5220	32.81	
Lowes Home Centers, Inc.	JB KING PARK CONCESSION RE	001-0572-572.4400	85.44	
Departid 0572 - Parks and Recreation Total:				4,653.10

Fund 001 - GENERAL FUND

Total: 97,182.20

Fund: 401 - WATER & SEWER

Departid: 0533 - Water Utility Services

Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0533-533.3401	18.54
City of Bunnell - WS O&M	100 Utility St - Water Plant	401-0533-533.4300	169.45
Charter Communications Hold	Phone and Internet Charges 0	401-0533-533.4100	131.38
Charter Communications Hold	Internet / Phone Charges Wat	401-0533-533.4100	104.24
Florida Power & Light	1605 E Moody Blvd Water Pla	401-0533-533.4300	3,051.16
Pace Analytical Services, Inc.	WTP LAB TESTING	401-0533-533.3401	216.00
iWorQ Systems	Work Management Applicatio	401-0533-533.3401	802.50
DG Hardware, Inc.	BPO OPERATING SUPPLIES	401-0533-533.5205	1.43
DG Hardware, Inc.	BPO OPERATING SUPPLIES	401-0533-533.5205	74.65
WB Mason	OFFICE SUPPLIES	401-0533-533.5102	3.28
WB Mason	OFFICE SUPPLIES	401-0533-533.5102	4.18
Florida Power & Light	Well #5	401-0533-533.4300	31.32
Vehicle Tracking Solutions LLC	GPS SERVICE	401-0533-533.4100	19.99
Vehicle Tracking Solutions LLC	GPS SERVICE	401-0533-533.4100	19.99
Hawkins Inc	PLANT CHEMICALS	401-0533-533.5205	592.80
Hawkins Inc	PLANT CHEMICALS	401-0533-533.5205	194.70
Morton Salt Inc	INDUSTRIAL BULK SOLAR ION	401-0533-533.5205	1,651.50
Morton Salt Inc	INDUSTRIAL BULK SOLAR ION	401-0533-533.5205	1,471.50

WARRANT

Payable Dates: 09/09/2019 - 09/23/2019

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
		Bunnell Auto Supply, Inc.	BPO MAINTENANCE / REPAIR	401-0533-533.4620	7.10
		Florida Power & Light	1605 E Moody Blvd Water Pla	401-0533-533.4300	79.88
		Florida Power & Light	1605 E Moody Blvd Water Pla	401-0533-533.4300	79.88
		Hayes Pipe Supply Inc	Air Relief Valve	401-0533-533.4640	4,605.00
		Hayes Pipe Supply Inc	Air Relief Valve	401-0533-533.4640	91.76
		Hayes Pipe Supply Inc	Air Relief Valve	401-0533-533.4640	52.00
		Advanced Auto Parts	BPO MAINTENANCE / REPAIR	401-0533-533.4640	25.71
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	29.18
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	29.18
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	28.96
		Medi-Quick Urgent Care	Drug Testing 4 Employees	401-0533-533.3401	96.00
		ADT US Holdings Inc	ADT Alarm Monitoring	401-0533-533.3401	129.15
DeptId 0533 - Water Utility Services Total:					13,812.41

DeptId: 0535 - Sewer / Wastewater Services

Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0535-535.3400	18.54
Florida Power & Light	237 Grand Reserve Dr LS	401-0535-535.4300	41.71
City of Bunnell - WS O&M	501 N Anderson St - Lift Statio	401-0535-535.4300	45.99
City of Bunnell - WS O&M	N Bay St - Lift Station	401-0535-535.4300	65.89
City of Bunnell - WS O&M	502 Deen Rd - Lift Station	401-0535-535.4300	65.60
City of Bunnell - WS O&M	Grand Reserve Dr. - Lift Statio	401-0535-535.4300	65.60
City of Bunnell - WS O&M	301 Tolman St - Sewer Plant	401-0535-535.4300	514.61
City of Bunnell - WS O&M	S Bay St - Lift Station	401-0535-535.4300	65.60
City of Bunnell - WS O&M	Lincoln St -Lift Station	401-0535-535.4300	65.67
City of Bunnell - WS O&M	1001 D S State St - Lift Station	401-0535-535.4300	43.37
Florida Power & Light	612 N Orange St LS 2	401-0535-535.4300	18.35
Charter Communications Hold	Phone and Internet Charges 0	401-0535-535.4100	131.38
Florida Power & Light	501 Deen Rd LS	401-0535-535.4300	24.44
Florida Power & Light	2905 E Moody Blvd LS-14	401-0535-535.4300	14.92
Kimley-Horn and Associates In	Master Infrastructure Study	401-0535-535.3111	3,800.00
Kimley-Horn and Associates In	Master Infrastructure Study	401-0535-535.3111	10,237.50
Florida Power & Light	305 Tolman St	401-0535-535.4300	5,081.29
Florida Power & Light	103 Deen Rd LS-4	401-0535-535.4300	29.23
Ferguson Enterprises, Inc.	BPO PIPING, FITTINGS, MISC	401-0535-535.5200	1,555.20
iWorQ Systems	Work Management Applicatio	401-0535-535.3400	802.50
DG Hardware, Inc.	BPO OPERATING SUPPLIES	401-0535-535.4620	11.07
Speciality Consulting Solution	WWTP O2 DITCH VFD FAN & I	401-0535-535.4640	900.00
WB Mason	OFFICE SUPPLIES	401-0535-535.5100	3.27
WB Mason	OFFICE SUPPLIES	401-0535-535.5100	4.17
WB Mason	OFFICE SUPPLIES	401-0535-535.5100	15.19
ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF BI	401-0535-535.3400	1,100.00
Florida Power & Light	1004 S State St Lift Station	401-0535-535.4300	22.44
Florida Power & Light	321 S Bay St LS	401-0535-535.4300	19.15
Florida Power & Light	1200 Lincoln St LS	401-0535-535.4300	77.34
Florida Power & Light	410 N Anderson St LS	401-0535-535.4300	63.86
Vehicle Tracking Solutions LLC	GPS SERVICE	401-0535-535.4100	19.99
Vehicle Tracking Solutions LLC	GPS SERVICE	401-0535-535.4100	19.99
Florida Power & Light	301 S Anderson St LS	401-0535-535.4300	174.14
Florida Power & Light	801 Hymon Circle STRM PMP	401-0535-535.4300	21.94
BuildersFirst	CONCRETE FORM BOARDS	401-0535-535.6300	25.20
BuildersFirst	CONCRETE FORM BOARDS	401-0535-535.6300	110.40
Hawkins Inc	PLANT CHEMICALS	401-0535-535.5200	399.60
Advanced Environmental Lab	BPO WWTP LAB TESTING	401-0535-535.3400	587.70
Florida Power & Light	1769 E Moody Blvd LS7	401-0535-535.4300	116.66
Hayes Pipe Supply Inc	Pipe & Connections to Repair	401-0535-535.4640	308.69
Hayes Pipe Supply Inc	Pipe & Connections to Repair	401-0535-535.4640	516.31
Florida Power & Light	2250 Old Moody Blvd LS10	401-0535-535.4300	86.42
UniFirst Corporation	UNIFORMS	401-0535-535.5220	10.42
UniFirst Corporation	UNIFORMS	401-0535-535.5220	10.42
UniFirst Corporation	UNIFORMS	401-0535-535.5220	17.16
UniFirst Corporation	UNIFORMS	401-0535-535.5220	15.97

WARRANT

Payable Dates: 09/09/2019 - 09/23/2019

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	13.48
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	15.97
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	13.48
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	15.92
		Florida Power & Light	1300 S State St LS13	401-0535-535.4300	12.17
		Bankcard Center	Home Depot Pond Shield	401-0535-535.5200	270.93
		Bankcard Center	EMERGENCY GREYBAR GENER	401-0535-535.5200	346.32
		Bankcard Center	EMERGENCY GREYBAR GENER	401-0535-535.5200	353.60
		DB Civil Construction LLC	Westside (Deen rd) Storm wat	401-0535-535.6300	11,691.66
		Medi-Quick Urgent Care	Drug Testing 4 Employees	401-0535-535.3400	88.00
		Stone Plus	BROWN RIVER ROCK	401-0535-535.5200	205.00
DepartId 0535 - Sewer / Wastewater Services Total:					40,371.42
Fund 401 - WATER & SEWER					Total: 54,183.83

Fund: 402 - SOLID WASTE

DepartId: 0534 - Garbage / Solid Waste Control Services

Tyler Technologies	Mobile Service Orders SW Ma	402-0534-534.3400	131.25
Charter Communications Hold	Phone and Internet Charges 0	402-0534-534.4100	32.59
Environmental Land Services	Blanket PO 09311 closed in er	402-0534-534.3400	4,499.90
Environmental Land Services	Blanket PO 09311 closed in er	402-0534-534.3400	3,416.33
Environmental Land Services	Blanket PO 09311 closed in er	402-0534-534.3400	4,101.11
McGee Tire & Services	Tires for the Solid Waste Truc	402-0534-534.4620	1,074.00
DG Hardware, Inc.	BPO OPERATING SUPPLIES	402-0534-534.4620	20.80
Boulevard Tire Center	BPO MAINTENANCE / REPAIR	402-0534-534.4620	42.00
Vehicle Tracking Solutions LLC	GPS SERVICE	402-0534-534.4100	59.97
Vehicle Tracking Solutions LLC	GPS SERVICE	402-0534-534.4100	19.99
Vehicle Tracking Solutions LLC	GPS SERVICE	402-0534-534.4100	19.99
Vehicle Tracking Solutions LLC	GPS SERVICE	402-0534-534.4100	59.97
Bunnell Auto Supply, Inc.	BPO MAINTENANCE / REPAIR	402-0534-534.4620	322.62
Bunnell Auto Supply, Inc.	BPO MAINTENANCE / REPAIR	402-0534-534.4620	426.71
Bunnell Auto Supply, Inc.	BPO MAINTENANCE / REPAIR	402-0534-534.4620	7.95
Bunnell Auto Supply, Inc.	BPO MAINTENANCE / REPAIR	402-0534-534.4620	59.17
Bunnell Auto Supply, Inc.	BPO MAINTENANCE / REPAIR	402-0534-534.4620	43.96
One Source Parts LLC	PINS AND BEARINGS REPAIR T	402-0534-534.4640	66.59
One Source Parts LLC	PINS AND BEARINGS REPAIR T	402-0534-534.4640	217.29
One Source Parts LLC	PINS AND BEARINGS REPAIR T	402-0534-534.4640	143.21
UniFirst Corporation	UNIFORMS	402-0534-534.5220	16.86
UniFirst Corporation	UNIFORMS	402-0534-534.5220	16.86
UniFirst Corporation	UNIFORMS	402-0534-534.5220	16.71
DepartId 0534 - Garbage / Solid Waste Control Services Total:			14,815.83
Fund 402 - SOLID WASTE Total:			14,815.83

Fund: 502 - MUNICIPAL COMPLEX BUILDING

DepartId: 0519 - Municipal Complex

Florida Power & Light	201 W Moody Blvd Bldg 2 OL	502-0519-519.4300	39.94
Florida Power & Light	201 W Moody Blvd Bldg 2 OL	502-0519-519.4300	39.94
City of Bunnell - WS O&M	201 W Moody Blvd - City Hall	502-0519-519.4300	501.30
Sun Country Termite & Pest C	PEST CONTROL	502-0519-519.3401	150.00
Advanced Roofing Systems Inc	Emergency Roof Repair- Muni	502-0519-519.4610	370.00
Florida Power & Light	104 S Forsyth St #B	502-0519-519.4300	19.15
Florida Power & Light	104 S Forsyth St #C	502-0519-519.4300	125.14
Florida Power & Light	104 S Forsyth St #A	502-0519-519.4300	176.74
ADT US Holdings Inc	ADT Alarm Monitoring	502-0519-519.3401	557.70
ADT US Holdings Inc	ADT Alarm Monitoring	502-0519-519.3401	53.05
DepartId 0519 - Municipal Complex Total:			2,032.96
Fund 502 - MUNICIPAL COMPLEX BUILDING Total:			2,032.96
Grand Total:			168,214.82

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	97,182.20
401 - WATER & SEWER	54,183.83
402 - SOLID WASTE	14,815.83
502 - MUNICIPAL COMPLEX BUILDING	2,032.96
Grand Total:	168,214.82

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4100	Communications Expens	102.98
001-0512-512.4100	Communications Expens	72.48
001-0513-513.3300	Recording Fees	106.50
001-0513-513.3400	Other Contract Services	141.15
001-0513-513.4100	Communications Expens	202.83
001-0513-513.4900	Other Current Chgs - Ad	259.32
001-0514-514.3103	Legal Services - Administ	7,000.00
001-0516-516.3400	Other Contract Services	1,738.56
001-0516-516.4100	Communications Expens	65.17
001-0516-516.4700	Printing/Binding Expens	58.68
001-0517-517.4100	Communications Expens	32.59
001-0521-521.3400	Other Contract Services	392.65
001-0521-521.4100	Communications Expens	342.31
001-0521-521.4200	Postage	10.50
001-0521-521.4300	Utility - Public Services	71.26
001-0521-521.4620	Repair / Maint - Vehicles	1,135.23
001-0521-521.5210	Fuel	2,894.92
001-0524-524.3102	Legal Services	500.00
001-0524-524.3300	Recording Fees	40.00
001-0524-524.3400	Other Contract Services	2,363.42
001-0524-524.3401	Bldg / Fire Inspection Ex	1,200.00
001-0524-524.3402	Humane Society Contrac	8,076.65
001-0524-524.4000	Travel / Per Diem	201.34
001-0524-524.4100	Communications Expens	165.01
001-0524-524.4800	Advertising / Promo Exp	2,011.38
001-0524-524.5100	Office Supplies Expenses	76.88
001-0524-524.5200	Operating Supplies	57.06
001-0524-524.5400	Memberships, Publicatio	1,741.98
001-0541-541.3400	Other Contract Services	1,605.00
001-0541-541.4100	Communications Expens	176.84
001-0541-541.4300	Utility - Public Services	5,023.65
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4620	Repair / Maint - Vehicles	145.94
001-0541-541.4640	Equipment Repair & Mai	281.08
001-0541-541.5100	Office Supplies Expenses	25.44
001-0541-541.5220	Uniforms Exp	175.35
001-0541-541.5300	Road Repair Local Optio	200.00
001-0541-541.6300	Improvements - Other T	22,564.59
001-0572-572.3400	Other Contract Services	724.80
001-0572-572.4100	Communications Expens	39.98
001-0572-572.4300	Utility - Public Services	3,272.15
001-0572-572.4400	Rental / Lease Expense	85.44
001-0572-572.4610	Repair / Maint - Bldgs	28.55
001-0572-572.4640	Repair/Maint - Equipme	106.99
001-0572-572.5200	Operating Supplies	3.18
001-0572-572.5220	Uniforms Exp	99.01
001-0572-572.5310	Signage	293.00
001-1410000	Fuel Inventory	1,352.66
001-1551000	Prepaid Expenses - Gen	29,015.90

Account Summary

Account Number	Account Name	Expense Amount
001-2185000	125 Plans Employee Pay	316.80
001-2201000	Deposits Paybl - CtyHall/	455.00
401-0533-533.3401	Other Contract Services	1,262.19
401-0533-533.4100	Communications Expens	275.60
401-0533-533.4300	Utility - Public Services	3,411.69
401-0533-533.4620	Repair / Maint - Vehicles	7.10
401-0533-533.4640	Repair / Maint - Equipm	4,774.47
401-0533-533.5102	Office Supplies - Water	7.46
401-0533-533.5205	Operating Supplies Exp -	3,986.58
401-0533-533.5220	Uniforms Exp	87.32
401-0535-535.3111	Professional Services Ex	14,037.50
401-0535-535.3400	Other Contract Services	2,596.74
401-0535-535.4100	Communications Expens	171.36
401-0535-535.4300	Utility - Public Services	6,736.39
401-0535-535.4620	Repair / Maint - Vehicles	11.07
401-0535-535.4640	Repair / Maint - Equipm	1,725.00
401-0535-535.5100	Office Supplies Expenses	22.63
401-0535-535.5200	Operating Supplies	3,130.65
401-0535-535.5220	Uniforms Exp	112.82
401-0535-535.6300	Improvements - Other T	11,827.26
402-0534-534.3400	Other Contract Services	12,148.59
402-0534-534.4100	Communications - Solid	192.51
402-0534-534.4620	Repair/Maint Vehicles -	1,997.21
402-0534-534.4640	Repair & Maint - Equipm	427.09
402-0534-534.5220	Uniforms - Solid Waste	50.43
502-0519-519.3401	Other Contract Services	760.75
502-0519-519.4300	Utility Public Service	902.21
502-0519-519.4610	Repair/Maint/Bldg	370.00
	Grand Total:	168,214.82

Project Account Summary

Project Account Key	Expense Amount
None	119,785.47
201801exp	34,256.25
201903exp	14,037.50
cdbgexp	135.60
	Grand Total:
	168,214.82

Completed by:


Approved by:




City of Bunnell, Florida

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

BILL BAXLEY

DONNIE NOBLES

JAN REEGER

BUNNELL CITY COMMISSION MINUTES

Monday, September 9, 2019

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 lead the Pledge of Allegiance.

Roll Call Present: Mayor Catherine D. Robinson, Vice Mayor John Rogers, Commissioner Bill Baxley, Commissioner Donnie Nobles, Commissioner Jan Reeger, City Attorney Wade Vose, City Manager Dr. Alvin B. Jackson, Jr., Finance Director Shanea Stankiewicz, City Clerk Kristen Bates, Deputy Clerk Saleena Randolph

Excused:

Invocation for our Military Troops and National Leaders

Vice Mayor Rogers lead the invocation.

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

a. September 9, 2019 Warrant

C.2. Approval of Minutes

a. August 26, 2019 City Commission Meeting Minutes

b. August 29, 2019 Special City Commission Meeting Minutes

Motion: Approve the Consent Agenda

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Baxley

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

D. Public Comments: None

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 2019-13 Request to Change the Future Land Use Designation on Approximately 0.992 Acres of Property from City of Bunnell, Single-Family Low Density to City of Bunnell, Commercial-Medium – First Reading

City Attorney Wade Vose read the short title into the record. Community Development Director Rodney Lucas presented the item to the Board.

Motion: Approve Ordinance 2019-13 Request to Change the Future Land Use Designation on Approximately 0.992 Acres of Property from City of Bunnell, Single-Family Low Density to City of Bunnell, Commercial-Medium – First Reading

Motion by: Commissioner Baxley

Seconded by: Commissioner Reeger

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

E.2. Ordinance 2019-14 Request to Change the Future Land Use Designation on Approximately 1.354 Acres of Property from Flagler County Commercial - High Intensity to City of Bunnell, Commercial - Medium – First Reading

City Attorney Wade Vose read the short title into the record. Community Development Director Rodney Lucas presented the item to the Board.

Motion: Approve Ordinance 2019-14 Request to Change the Future Land Use Designation on Approximately 1.354 Acres of Property from Flagler County Commercial - High Intensity to City of Bunnell, Commercial - Medium – First Reading

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Reeger

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

E.3. Ordinance 2019-15 Request to Rezone Approximately 1.354 Acres of Property from C-2, General Commercial and Shopping Center District to City of Bunnell, B-1, Business District – First Reading

City Attorney Wade Vose read the short title into the record. Community Development Director Rodney Lucas presented the item to the Board.

Motion: Approve Ordinance 2019-15 Request to Rezone Approximately 1.354 Acres of Property from C-2, General Commercial and Shopping Center District to City of Bunnell, B-1, Business District – First Reading

Motion by: Commissioner Reeger

Seconded by: Commissioner Nobles

Board Discussion: Vice Mayor Rogers questioned what the property would be used for.

Community Development Director Rodney Lucas responded Little Electric would build at this location and move their office there.

Public Discussion: None

Vote: Motion carried unanimously.

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request approval for Kimley-Horn & Associates, Inc. WWTF USDA P.E.R. services

Infrastructure Director Dustin Vost presented the item to the Board and explained the Preliminary Engineering Report is a requirement to obtain funding/grants from USDA.

Motion: Approve Kimley-Horn to prepare the Waste Water Treatment Facility USDA Preliminary Engineering Report in an amount not to exceed \$29,670.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Nobles

Board Discussion: There was a discussion regarding grants, the reimbursement process, the current plant site, whether there was room to expand the current plant on the existing site and what upgrades are needed. Infrastructure Director Dustin Vost responded to the comments he could and advised the assessments and Master Utility Plan would help answer the remaining questions.

Public Discussion: None

Vote: Motion carried unanimously.

H.2. Request approval for Kimley-Horn & Associates, Inc. Environmental Assessment services

Infrastructure Director Dustin Vost presented the item to the Board and explained the Environmental Assessment is a requirement to obtain funding/grants from USDA.

Motion: Approve Kimley-Horn to conduct an Environmental Assessment in an amount not to exceed \$28,000.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Reeger

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

H.3. Request for Preliminary Plat Approval for Grand Reserve Subdivision Phase 2

Community Development Director Rodney Lucas presented the item to the Board.

Motion: Approve the Preliminary Plat for Grand Reserve Subdivision Phase 2

Motion by: Commissioner Nobles

Seconded by: Vice Mayor Rogers

Board Discussion: Commissioner Baxley had questions about the City's ability to meet the water and sewer needs of this additional development. Infrastructure Director Dustin Vost stated the City can currently meet the needs of this next phase and that the DEP permit has been sign off on. Commissioner Baxley questioned whether any parks were being built. City Clerk Kristen Bates advised the approved PUD Agreement states 2 more parks will be built within the subdivision- one will be in Phase 3 and the other in Phase 6. The City is meeting the level of service established by the 2030 Comprehensive Plan for neighborhood and community parks at this time.

Public Discussion: None

Vote: Motion carried unanimously.

I. Reports:

- **City Clerk-** went over some important dates:
 - Thursday, September 12 at 6 pm is the rescheduled Budget Workshop
 - Monday, September 16 at 6 pm is the first Public Budget Hearing
 - Monday, September 23 at 6:30 pm is the second Public Budget Hearing followed by the regular Commission Meeting

- **City Attorney-** explained that he will not be at the September 12 meeting because of a prior engagement but may be available via phone
- **City Manager-** thanked the staff, Board, and community for their involvement during the recent storm.
- **Mayor and City Commissioners:**
 - **Commissioner Reeger-** mentioned sending something special to Lauren and Lucy at the County for their recent assistance to our Finance Department
 - **Commissioner Baxley-** stated he was very pleased with how the City handled everything during to storm
 - **Commissioner Nobles-** Thanked the Chief for the nice letter
 - **Vice Mayor Rogers-** stated the September 11 service will be held on September 22 and invited the Board and City Manager explaining that we should not forget 9/11. He also stated Staff did an excellent job during and after the storm.
 - **Mayor Robinson-** stated she was able to sit on a staff rotation meeting for the PD, that she appreciates the Emergency Center and how well things went, and that she thankful we dodged a bullet with the storm while also gaining experience and knowledge. She thanked Staff for their work and mentioned her gratefulness to the County for their help.

J. Call for Adjournment.

Motion: Adjourn.

Motion by: Commissioner Baxley

Seconded by: Vice Mayor Rogers

Vote: Motion carried unanimously.

Meeting adjourned at 7:44 PM

Catherine D. Robinson, Mayor	Kristen Bates, CMC, City Clerk
Date	Date

*****The City adopts summary minutes. Full audio from City Meetings is available on the City’s website. Audio files in official City records are retained according the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 9/6/2019 Amount: \$100,000.00
Department: Infrastructure Account #: 001-1410000
Subject: Request approval for a blanket purchase order to Lynch Oil for FY2019-20
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Tank Lease Agreement	Cover Memo

Summary/Highlights:

The City of Bunnell has a month-to-month equipment lease agreement with Lynch Oil that requires the purchase of fuel from Lynch Oil.

Background:

The City of Bunnell currently purchases unleaded and diesel fuel from Lynch Oil for all departments.

Staff Recommendation:

Approval of the blanket purchase order for Lynch Oil Company to purchase fuel for five fuel tanks leased for use to all departments in the City in an amount not to exceed \$100,000.00.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval.

City Manager Review/Recommendation:

Approval until County fuel system is set up.

LYNCH OIL COMPANY EQUIPMENT LEASE AGREEMENT

THIS EQUIPMENT LEASE AGREEMENT ("Agreement") is made and entered into this 22nd day of April, 2014 ("Effective Date"), by and between LYNCH OIL COMPANY, INC, a Florida corporation, with an address of 1244 East Garrall Street, Kissimmee, Florida 34744 ("Company") and City of Bunnell with a business address of P.O. Box 756, Bunnell, FL 32110 ("Customer").

RECITALS

WHEREAS, Company is in the business of marketing and distributing petroleum products, including diesel, gasoline, oil, and lubricants ("Petroleum Products") to businesses in the greater Central Florida area, including the rental of certain equipment for the storage of such Petroleum Products;

WHEREAS, Customer operates a facility located at 300 Tolman Street, Bunnell, FL 32110 ("Facility") and Customer's operations require Customer to be able to store and to utilize Petroleum Products for Customer's consumptive use; and

WHEREAS, Customer desires to lease certain specified equipment from Company for the storage of Petroleum Products purchased from Company and Company desires to provide the same during the Term (defined below) of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Customer do hereby mutually agree as follows:

1. **RECITALS:** The above recitals are true and correct, and are incorporated herein by this reference.
2. **TERM:** This Agreement shall be effective as of the Effective Date and shall remain in effect for an initial term of Month to Month ("Initial Term") and thereafter shall be automatically renewed for successive Month to Month terms ("Renewal Term"), unless either party shall give notice of termination by certified mail, return receipt requested, at least sixty (60) days prior to the last day of the Initial Term or of the then current Renewal Term. The Initial Term and Renewal Term shall be collectively referred to herein as the "Term." Notwithstanding any term herein to the contrary, the Term and this Agreement shall not terminate and Rent shall continue to accrue until Customer either returns the Equipment to Company in the condition required in Paragraph 6 (Maintenance, Repair, and Return) hereof or compensates Company for any loss or damage sustained to all or any portion of the Equipment, as required in Paragraph 6 (Maintenance, Repair, and Return) hereof.
3. **EQUIPMENT RENTAL:** Customer requires exclusive use of following pieces of equipment during the Term of this Agreement:

Tank #05530SWSK01#07530SWSK04#10530SWSK03#10530SWSK05# 10530SWSK065 pump

(together with all attachments and accessories thereto, individually and collectively, the "Equipment").

Company agrees to lease the Equipment to Customer in its "AS IS" condition, with all faults and without any warranties (other than manufacturer warranties, if any), subject to all of the terms and conditions of this Agreement, including all Additional Terms identified on Page 2/2 of this Agreement. In consideration for Company's lease of the Equipment to Customer during the Term of this Agreement, Customer agrees to pay and shall be responsible for: (i) a rental fee in the minimum amount of \$ 0.00 per month during the Term of this Agreement ("Monthly Rent"), which Monthly Rent shall be paid in advance, without demand or set-off, on or before the fifth (5th) day of each month during the Term, and shall be subject to increase prior to the commencement of any Renewal Term; (ii) permits, licenses, taxes, assessments, fees, and/or insurance premiums that may be related to or imposed upon the Equipment or the use thereof during the Term of this Agreement ("Expenses"); (iii) maintenance, repairs, and reimbursements, as required in Paragraph 6 (Maintenance, Repair, and Return) hereof ("Maintenance Costs"). If Company, as the owner of the Equipment, pays any Expenses or Maintenance Costs during the Term of this Agreement, Customer agrees to reimburse Company for the costs so paid within ten (10) business days of receiving demand for the same. Company shall have the right to impose a late payment penalty of \$ 0.00 per day for the late payment of Monthly Rent, Expenses, and/or Maintenance Costs (collectively referred to herein as "Rent") that are due and owing to Company. Company's acceptance of any late Rent payment during the Term shall not be deemed a waiver of Company's right to timely receive payments as set forth herein.

The parties hereto have caused this Agreement to be executed the day and year first above written.

"COMPANY"

Lynch Oil Company, Inc., a Florida corporation

By: Daniel Martin
Name: Daniel Martin
Title: _____

"CUSTOMER"

City of Bunnell
By: Catherine D. Robinson
Name: Catherine D. Robinson
Title: Mayor

PERMITTED USE. The Equipment shall be used only for the storage of Petroleum Products purchased from Company and as otherwise permitted under this Agreement. Customer agrees that Company has no control over the manner in which the Equipment is operated during the Term, whether by Customer or any third party that Customer implicitly or explicitly permits. Customer warrants that: (a) Customer agrees to notify Company at least 10 days in advance if Customer moves the Equipment from the Facility or if there is a sale or change of title or ownership of the Facility; (b) Customer will inspect the Equipment on a routine basis to confirm that it is in good condition and is suitable for Customer's intended use, including any readable decals and/or operating and safety instructions, without defects; (c) Customer has received all information that Customer deems necessary to operate the Equipment; (d) Customer is and shall be fully responsible for obtaining all training that Customer desires prior to using the Equipment (Company is not responsible for providing operator or other training to Customer); (e) only individuals who are properly trained to use the Equipment and who are not under the influence of drugs or alcohol or otherwise impaired may use and operate the Equipment; and (f) the Equipment's use shall be in a careful manner and in compliance with all operational and safety instructions provided on, in or with the Equipment.

PROHIBITED USE. Customer shall not: (a) remove the Equipment from the State of Florida; (b) move the Equipment from the Facility without 10 days prior written notice to Company; (c) loan, lease, sublease, rent or dispose of the Equipment in any manner whatsoever, without the prior written consent of Company; (d) alter or cover up any decals or insignia on the Equipment or remove any operational or safety instructions on the Equipment; (e) assign its rights under this Agreement; (f) operate any off-road, rolling stock tanks on the road or in any other capacity that is in excess of the current and valid license; (g) in effect for such off-road, rolling stock tanks during the Term of this Agreement; (g) use the Equipment in a negligent, illegal, unauthorized or abusive manner; or (h) take or permit any action which would cause the Equipment to be subject to any lien, security interest or similar third party claim, provided, however, that in the event the Equipment is levied upon or becomes subject to seizure, Customer shall give Company immediate notice of the same.

MAINTENANCE, REPAIR, AND RETURN: Customer, at its sole cost and expense, shall perform routine maintenance and repairs on the Equipment and shall keep the Equipment in good working order. At the end of the Term, Customer shall return the Equipment to Company in the same physical and operating condition as it was in on the Effective Date, ordinary wear and tear excepted; the Equipment shall be emptied and cleaned, and free of any Hazardous Substances (defined below) prior to its return to Company. Customer assumes the risk of loss or damage to the Equipment and shall immediately notify Company of the same regardless of cause. Customer shall reimburse Company for any loss or damage sustained to all or any portion of the Equipment, based upon the value of the Equipment on the Effective Date, within ten (10) days of demand from Company.

TITLE: The Equipment is and shall remain the personal property of Company. Customer agrees that Company may take such actions as Company deems necessary in order to reflect its ownership of the Equipment, including placing labels on the Equipment identifying it as Company's property and filing UCC Financing Statements in such jurisdictions as Company determines is necessary or appropriate covering the Equipment. Customer agrees that the Equipment shall not be considered a "fixture" within the meaning of any applicable law. Upon expiration of the Term, Customer shall have no right to purchase the Equipment from Company.

COMPLIANCE: Customer acknowledges that Customer shall be deemed to be the operator of the Equipment and the owner and/or operator of the facility at which the Equipment is to be used for purposes of compliance with all applicable laws. Customer shall fully comply with all federal, state and local laws, rules, regulations and ordinances applicable to the Equipment throughout the Term of this Agreement, including all applicable Environmental Laws (defined below). Without limiting the generality of the foregoing, Customer specifically represents and warrants that, at Customer's sole cost and expense: (i) all storage tanks shall be maintained, repaired, operated, and registered in accordance with 62-762, Florida Administrative Code ("F.A.C."); (ii) all records related to the Equipment and Customer's use thereof shall be maintained in compliance with 62-762 F.A.C.; and (iii) Customer will comply with all financial responsibility provisions of Chapter 62-762, F.A.C. Further, Customer shall not permit any Hazardous Substance to be stored in the Equipment, except in compliance with all federal, state and local laws, ordinances, rules and regulations pertaining thereto, including all Environmental Laws. As used herein, the term "Environmental Laws" shall mean and include any and all federal, state or local laws (whether under common law, statute, rule, regulation, or otherwise), requirements under permits or other authorizations issued with respect thereto, and other orders, decrees, judgments, directives or other requirements of any governmental authority with jurisdiction over the Equipment relating to or imposing liability or standards of conduct (including disclosure or notification) concerning the protection of human health or the environment, Hazardous Substances, or any activity involving Hazardous Substances, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Sections 9601 et seq. ("CERCLA"); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6921 et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136; the Federal Water Pollution Control Act, 33 U.S.C. Sections 1251 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq.; the Federal Solid Waste Disposal Act, 42 U.S.C. Sections 6901 et seq.; the Clean Air Act, 42 U.S.C. Sections 7401 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Sections 11001 et seq.; Chapters 376 and 403, Florida Statutes; Rule 62-762 F.A.C.; or any other applicable law.

INDEMNITY: Company shall not be liable to Customer or to any third person or persons whomsoever for any injury or damage to person or property which may result in any way from the use or condition of the Equipment, nor shall Company be liable in any way for the failure of Customer to comply with any federal, state or local law, rule, regulation or ordinance applicable to the Equipment, including any applicable Environmental Laws. Customer agrees to indemnify and hold

Company, including Company's directors, officers, shareholders, agents, employees, and representatives, harmless from any claims, losses, fees, penalties, fines and expenses, including reasonable attorneys' fees, paralegal fees, and costs incurred (whether incurred in the first instance or on appeal), arising from or in any way resulting from Customer's failure to comply with its obligations under this Agreement, including any losses, liabilities (including strict liability), damages, injuries, expenses, costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Company by any person, entity, or governmental authority, including employees and invitees of Customer, with respect to Customer's use or operation of the Equipment, or as a direct or indirect result of the escape, seepage, leakage, spillage, discharge, emission, or release of any Hazardous Substance from the Equipment during the Term of this Agreement. For the purposes of this Agreement, the terms "Hazardous Substances" and "Releases" shall have the meanings ascribed to them in CERCLA; provided, however, that the definition of the term "Hazardous Substances" shall also include petroleum and related byproducts, hydrocarbons, radon, asbestos, urea formaldehyde, and polychlorinated biphenyl compounds, as well as any item defined as a Hazardous Waste under RCRA or as a Pollutant under Chapter 376, Florida Statutes.

INSURANCE: In addition to the financial responsibility requirements of Chapter 62-762, F.A.C., Customer shall at all times maintain a general liability insurance policy covering the installation, possession, use and/or operation of the Equipment; such policy shall name Company as an additional insured. Certificates of insurance shall be provided to Company immediately upon installation of the Equipment. Customer shall submit to Company a copy of any notice of cancellation of insurance coverage within three (3) days of receipt of any such notice. Company's failure to receive the Certificate of Insurance at the time of installation of the Equipment shall not be deemed a waiver of Customer's obligations to procure and maintain the insurance specified in this Agreement.

CUSTOMER LIABILITY DURING THE TERM, CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE POSSESSION, CUSTODY AND OPERATION OF AND FULL RESPONSIBILITY FOR, THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, RENTAL CHARGES, LOSSES, DAMAGES AND DESTRUCTION, INCLUDING CUSTOMER TRANSPORT, LOADING AND UNLOADING. "Incident" is any fire, citation, theft, accident, casualty, loss, injury, death or damage to person or property, claimed by any person, or entity that appears to have occurred in connection with the Equipment. After an Incident, Customer shall: (a) immediately notify Company, the police and any other applicable regulatory authorities (if required by law), and Customer's insurance carriers; (b) secure and maintain the Equipment and the surrounding premises in the condition existing at the time of such Incident, until Company or its agents have an opportunity to investigate; and (c) immediately submit to Company copies of all police or other third party reports. Company shall have the immediate right, but not obligation, to reclaim any Equipment involved in any Incident.

NO WARRANTIES. Company does not design or manufacture the Equipment and is not the agent of the party(ies) that do. COMPANY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, ITS DURABILITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES ACCEPTANCE OF THE EQUIPMENT ON AN "AS IS" BASIS, WITH "ALL FAULTS" AND WITHOUT ANY RECOURSE WHATSOEVER AGAINST COMPANY. CUSTOMER ASSUMES ALL RISKS ASSOCIATED WITH THE EQUIPMENT AND RELEASES COMPANY FROM ALL LIABILITIES AND DAMAGES (INCLUDING LOST PROFITS, PERSONAL INJURY, AND SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES) IN ANY WAY CONNECTED WITH THE EQUIPMENT, ITS OPERATION OR USE OR ANY DEFECT OR FAILURE THEREOF.

DEFAULT: Customer shall be in default if Customer: (a) fails to pay all Rent, as and when the same becomes due; (b) breaches any provision of this Agreement; (c) becomes a debtor in a bankruptcy proceeding or goes into receivership; (d) fails to return Equipment immediately upon the termination or earlier expiration of this Agreement; or (e) is in default under any other agreement with Company. If a Customer default occurs, Company shall have, in addition to all rights and remedies at law or in equity, the right to repossess the Equipment without judicial process or prior notice; Customer hereby grants Company physical access to the Facility or other property upon which the Equipment may be located for the purpose of effecting the right of repossession granted to Company hereunder. Customer shall pay all of Company's costs, including reasonable costs of collection, court costs and attorneys' fees, incurred in exercising any of its rights or remedies under this Agreement. The use of force or identification to obtain Equipment or the failure to return Equipment by the end of the Term may be considered theft, subject to criminal prosecution and civil liability where permitted, pursuant to applicable laws. No breach or termination of this Agreement shall release Customer from any indebtedness or liability to Company.

MISCELLANEOUS: This Agreement supersedes all prior agreements for the Equipment. Customer may not assign this Agreement without Company's prior written consent. This Agreement shall bind and inure to the benefit of the parties and their permitted assigns and successors in interest. Photocopies of signatures or signatures received by facsimile or email transmission shall have the same effect as original signatures under this Agreement. Whenever the context permits, singular shall include plural and one gender shall include all. No prior or present agreements or representations shall be binding upon any of the parties unless incorporated in this Agreement. No modification or change in this Agreement shall be valid or binding unless in writing and executed by the party to be bound. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail or when delivered to a nationally-recognized delivery company, to the addresses noted in the first paragraph of this Agreement. The sole and exclusive venue for any action between parties related to this Agreement or the services provided hereunder shall be in the state courts in and for Osceola County, Florida, and the Customer hereby waives any objection that such forum is inconvenient.

TANK MAINTENANCE

Your fuel is vulnerable to water contamination while in storage, primarily thru condensation. The moment water gets into your fuel system, it becomes a friendly habitat for microorganisms (bugs) to thrive and multiply.

What Causes Microbial Contamination?

It is caused by living microscopic cells that are in the water and that feed off the hydrocarbons in the fuel, much like mold that grows on a loaf of bread. The microbes can be air or waterborne and they contaminate fuel by entering the tanks vents or through standing water in the spill containment. As the microbes grow, they form mats that are dark in color and appear gel-like. Their waste product produces sludge, acids and other harmful by-products. Eventually, they will form a black brown or green slime that will clog filters, corrode metal, and cause gaskets and hoses to swell and blister.

Warning Signs of Microbial Growth & Potential Exposure Costs

- * Corroded/Rusted filters
- * Slow flow caused by clogged filters
- * Samples from bottom of the tank show a rag layer between the water and fuel layers.
 These are the bugs and their waste
- * Replacement of dispensing components
- * Equipment filters
- * Slow dispensing rates
- * Poor fuel performance (inefficient combustion and dark smoke)
- * Pump damage

Microbial Preventative Maintenance

Prevention is the key to controlling infestation. Following the housekeeping suggestions below, removing water on a regular basis and using biocides on a regular basis is a good start to avoiding microbial derived problems and exposure costs. Microbes obtain nutrients from the fuel and use water as their oxygen source.

- * Check both ends of the tank, if not level, for water and remove any water detected.
- * Check fill caps to ensure they are properly sealing
- * Inspect tank containment weekly to ensure they are clean and dry
- * Water in the spill containment should be removed by a hand pump

Summary

While bugs are a national problem, the Florida heat and humidity combine to make the ideal environment for microbial problems. Good housekeeping and preventative steps taken now will reduce future damage and related costs.

ADDENDUM B

LYNCH OIL
Filter Replacement & Fuel Treatment Service

Diesel fuel properties have varying effects in storage prior to use and ultimately in the vehicle fuel tank and engine. This places more demand on the need for a cleaner fuel to prevent premature blockage of vehicle fuel filters, which in turn, will lead to filter replacement at frequencies shorter than the scheduled maintenance.

We will provide the following fuel tank maintenance program:

Filter Replacement Service:

- * Replace your fuel filters on a scheduled basis. In order to remove contaminants such as dirt, dust, rust and water from condensation from your fuel.
- * The newly installed filter will be dated for verification
- * Used filter will be removed and disposed of by Lynch Oil

The Filter Replacement Service is \$25.00 per filter

Please Select Service Schedule:

Monthly Quarterly Semi-Annual

Fuel Treatment Service:

- * Based on chosen service schedule we will treat your fuel and tank with a biocide additive to prevent bacteria from growing

Fuel Treatment Service is \$.03 per gallon

Please Select Service Schedule:

Each Delivery Monthly Quarterly Semi-Annual

I understand the benefits of the Fuel Tank Maintenance Program, however, we will perform any maintenance required and do not wish to participate in the program.

BY Catherine D Robinson
PRINT Catherine D Robinson
TITLE Mayor
DATE 6/9/2014



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 9/6/2019 Amount: \$40,000.00
Department: Infrastructure Account #: 401-0533-533-5205 & 401-0535-535-5200
Subject: Request Approval to create a blanket purchase order to Ferguson Waterworks for FY19-20
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

Summary/Highlights:

The City of Bunnell currently has a piggyback contact with Ferguson Waterworks that is valid until 04.02.2021. The Utilities Department utilizes Ferguson for water and sewer underground piping, fittings and miscellaneous item purchases.

Background:

The City has been piggybacking the Collier County contract which was renewed through April 2, 2021.

Staff Recommendation:

Approve the blanket purchase order to Ferguson Waterworks for water and sewer underground piping, fittings and miscellaneous items in an amount not to exceed \$40,000.00 contingent upon approval of the FY2019-2020 budget.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 9/5/2019 Amount: \$45,000.00
Department: Infrastructure Account #: 401.0533.533.5205,
401.0535.535.5200
Subject: Request Approval to piggyback the City of Deltona's contract renewal with Hawkins,
and approve creation of a blanket purchase order
Agenda Section: Consent Agenda:
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Piggyback Letter	Cover Memo
Hawkins Chemical Service Agreement	Cover Memo

Summary/Highlights:

The City of Bunnell currently uses a chemical service agreement for the drinking water and wastewater treatment plant facilities. This agreement is very beneficial to the City; it locks in pricing for a specific product and amount of time. This will help simplify our staff time and overhead cost of purchasing chemicals which we use on a daily basis at the plants.

Background:

The terms of this piggyback contract for drinking water and wastewater chemicals is in effect according to the terms of the individual piggyback agreements:

- Calcium Hypochlorite and Ammonium Sulfate (AS400) – City of Deltona. Term: 09-07.2019-09.06.2022
- Sodium Hypochlorite & Sodium Bisulfite – City of Starke. Current contract term valid through 09.22.2020.

Staff Recommendation:

Approval to piggyback the City of Deltona's contract to renew the agreement with Hawkins, and approval of a blanket purchase order for Hawkins (Dumont) Company to purchase chemicals in an amount not to exceed \$45,000.00 – contingent upon Commission approval of the fiscal 2020 budget.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved

September 5, 2019

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

RE: Piggy-Back Contract Chemical Service Agreement

Dear Mayor Robinson:

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

Hawkins, Inc. is proposing to utilize our contract with City of Deltona (PW 18-05 ITB). If the City finds this contract to be a suitable purchasing mechanism, please sign below indicating your acceptance and return a copy to.

Respectfully,



Hawkins Inc. *Raymond Pool, Regional Mgr.*

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

Enclosure: Chemical Service Agreement

Catherine Robinson, Mayor

Date Signed

CHEMICAL SERVICE AGREEMENT

This agreement is made on the ____ day of September 2019, between the City of Bunnell (hereinafter referred to as "City") and Hawkins, Inc. (hereinafter referred to as "Contractor").

It is mutually agreed between City and Contractor as follows:

1. Duration and Termination

This Agreement shall continue in effect according to the terms of the individual piggyback agreements referenced below.

2. Performance

Contractor agrees to perform services as a certified manufacturing facility for drinking water and wastewater chemicals. Contractor's duties include but not limited to: providing the following chemicals for the drinking water and wastewater treatment, with technical assistance as follows:

Sodium Hypochlorite	Piggyback:	City of Starke
Term: Renewal option expires 9/22/2020 with additional 3-year option		

Sodium Bisulfite	Piggyback:	City of Starke
Term: Renewal option expires 9/22/2020 with additional 3-year option		

Calcium Hypochlorite	Piggyback:	City of Deltona
Term: 9/7/2018- 9/6/2019 with 1-year renewal options		

Ammonium Sulfate (AS4000)	Piggyback:	City of Deltona
Term: 9/7/2018 -9/6/2019 with 1-year renewal options		

3. Time of Service

Services under this agreement will be provided by the Contractor Monday - Friday, at the City's preference of time of day, at regularly scheduled deliveries coordinated with the City. Contractor requires a 3 - 5 business day request for placing orders under normal conditions, emergency requests will be handled on an as needed basis.

4. Cost

The cost for each product is listed based on Piggyback agreement and on quantities listed. Payment will be made by the City on a 30-day basis for the services and products supplied by invoice amount.

Sodium Hypochlorite	\$1.20/gallon	City of Starke
Sodium Bisulfite	\$2.75/gallon	City of Starke
Calcium Hypochlorite	\$155.00/drum	City of Deltona
Ammonium Sulfate (AS4000)	\$1.65/gallon	City of Deltona

5. Compliance with Laws & Regulations

Contractor agrees as a condition of City's duty to perform under the terms of this agreement, to be in compliance with all applicable laws and regulations of the State and Federal governments.

6. Entire Agreement

This agreement and piggyback agreements contain the entire contract between the parties, and any Representations that may have been made before the signing of this agreement are nonbinding, void and of no effect. Neither party has relied on such prior representations in entering into this agreement.

This Agreement is executed by the parties as of the date stated at the beginning of the agreement.

City of Bunnell Utilities Department
PO Box 756
Bunnell, FL 32110

By: _____

Name/title: _____

Date: _____

Hawkins, Inc.
2263 Clark Street
Apopka, FL 32703

By:  _____

Name/title: Raymond Pool, Regional Mg.

Date: 9/5/19



City of Bunnell, Florida

Agenda Item No. C.6.

Document Date: 9/9/2019 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Surplus Retired Equipment
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

Summary/Highlights:

Public Works department has four pieces of surplus equipment that will be disposed per City Policy.

Background:

Public Works recently retired 2 Gators Units #708 & #709 and 2 mowers units #704 & #724 that have been replaced with new, reliable equipment. This old equipment is no longer needed.

Staff Recommendation:

Recommend approval and declare the listed equipment surplus to be disposed of per City Policy.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

The City is in the process of working to place other items surplus by the City Commission up for auction. If approved, these items would be added to that auction. Approved



City of Bunnell, Florida

Agenda Item No. C.7.

Document Date: 9/6/2019 Amount: N/A
Department: Infrastructure Account #: N/A
Subject: Request Approval for Change of Company on Surety Bonds for DB Civil Construction.
Agenda Section: Consent Agenda:
Goal/Priority: Financial Stability/Sustainability, Infrastructure

ATTACHMENTS:

Description	Type
BOND 483675P ADA	Contract
BOND 483692P ADA	Contract

Summary/Highlights:

Staff is seeking approval for the Mayor's signature on two Change Surety Company forms. Surety Bond Numbers 483675P and 483692P for DB Civil Construction, LLC have been acquired by a different company and need signature for consent.

Background:

As of August 26, 2019, the original surety on bonds 483675P and 483692P, Developers Surety and Indemnity Company (DSI) has been replaced with Ohio Casualty Insurance Company.

Ohio Casualty Insurance Company has assumed all obligations of the original surety. Obligee's (Mayor's) signature will confirm consent to this substitution and release the original surety (DSI) on the effective date.

Staff Recommendation:

Approval for Mayor's signature as Obligee, consenting to the change in surety companies for bonds 483675P and 483692P.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved

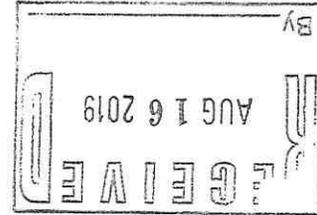


Liberty Mutual Surety
2200 Renaissance Boulevard, Suite 400
King of Prussia, PA 19406

July 30, 2019



10z - #10 - J000000 - 2293 - 4585
CITY OF BUNNELL
201 W MOODY BLVD
BUNNELL FL 32110-6045



Dear Obligee:

On May 31, 2019 Liberty Mutual Insurance Company ("Liberty") acquired the U.S. surety operations of AmTrust Financial Services which includes Developers Surety & Indemnity Company, CorePointe Insurance Company, Indemnity Company of California and Wesco Insurance Company. Liberty is now liable for the above referenced surety obligation.

To memorialize and clarify the liability of Liberty for the referenced obligation, we have enclosed an Assumption of Liability Rider ("Rider"). Depending on the obligation, the surety on the Rider is Liberty or Ohio Casualty Insurance Company ("OCIC"). Liberty is an admitted surety in good standing with a U.S. Treasury Listing of \$1,289,139,000. OCIC is an admitted surety in good standing with a U.S. Treasury Listing of \$175,415,000.

As noted on the Rider, upon the effective date the assuming surety will be the surety as if the new surety originally issued the bond. In recognition of this assumption, we ask that you sign the enclosed Rider and electronically return a copy to: AmtrustRider@LibertyMutual.com.

If you have any questions or concerns regarding this process, please contact:

Lucille Raymond (Lucille.Raymond@libertymutual.com / (949) 263-3371) or
Christina Thorpe (Christina.Thorpe@libertymutual.com / (610) 832-8431).

Thank you for your cooperation.

Sincerely,

Liberty Mutual Surety
Enclosure - Rider

Attn: City Of Bunnell

RE: Change Surety Company

Principal: DB Civil Construction LLC

Surety Bond Number: 483675P

Bond Amount: \$795,490

Original Surety: Developers Surety and Indemnity Company (DSI)

New Surety: The Ohio Casualty Insurance Company

Change Surety Company

- Effective, 8/26/2019 the original surety on the above referenced surety bond, Developers Surety and Indemnity Company (DSI) is replaced with The Ohio Casualty Insurance Company.
- On the effective date, The Ohio Casualty Insurance Company assumes all obligations of the original surety from the date of issuance of the Surety Bond and all obligations of Developers Surety and Indemnity Company (DSI) under the Bond are extinguished.
- Obligee's signature on this Rider confirms its consent to this substitution and release of the original surety on the effective date.
- All notices, including claims, should be sent to:

Liberty Mutual Surety
P.O. Box 34526
Seattle, WA 98154
Attention: LMS Claims

- With the exception of the substitution of Surety Company pursuant to this Rider, all terms and conditions of the Surety Bond remain in full force and effect. This Assumption of Liability Rider shall not, in any respect, vary, waive, alter or extend the terms, conditions and obligations of the Bond.

Signed and dated this 30th day of July, 2019.

NEW SURETY: The Ohio Casualty Insurance Company

OBLIGEE: _____

By: 

Renee Llewellyn, Assistant Secretary

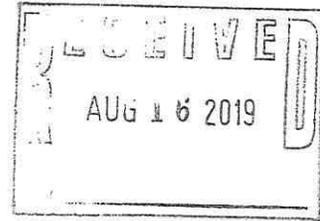
By: _____

Name\Title



Liberty Mutual Surety
2200 Renaissance Boulevard, Suite 400
King of Prussia, PA 19406

July 30, 2019



1oz - #10 - J000000 - 2294 - 4587
CITY OF BUNNELL
201 W MOODY BLVD
BUNNELL FL 32110-6045



Dear Obligee:

On May 31, 2019 Liberty Mutual Insurance Company ("Liberty") acquired the U.S. surety operations of AmTrust Financial Services which includes Developers Surety & Indemnity Company, CorePointe Insurance Company, Indemnity Company of California and Wesco Insurance Company. Liberty is now liable for the above referenced surety obligation.

To memorialize and clarify the liability of Liberty for the referenced obligation, we have enclosed an Assumption of Liability Rider ("Rider"). Depending on the obligation, the surety on the Rider is Liberty or Ohio Casualty Insurance Company ("OCIC"). Liberty is an admitted surety in good standing with a U.S. Treasury Listing of \$1,289,139,000. OCIC is an admitted surety in good standing with a U.S. Treasury Listing of \$175,415,000.

As noted on the Rider, upon the effective date the assuming surety will be the surety as if the new surety originally issued the bond. In recognition of this assumption, we ask that you sign the enclosed Rider and electronically return a copy to: AmtrustRider@LibertyMutual.com.

If you have any questions or concerns regarding this process, please contact:

Lucille Raymond (Lucille.Raymond@libertymutual.com / (949) 263-3371) or
Christina Thorpe (Christina.Thorpe@libertymutual.com / (610) 832-8431).

Thank you for your cooperation.

Sincerely,

Liberty Mutual Surety
Enclosure - Rider

Attn: City Of Bunnell

RE: Change Surety Company

Principal: DB Civil Construction LLC

Surety Bond Number: 483692P

Bond Amount: \$586,264

Original Surety: Developers Surety and Indemnity Company (DSI)

New Surety: The Ohio Casualty Insurance Company

Change Surety Company

- Effective, 8/26/2019 the original surety on the above referenced surety bond, Developers Surety and Indemnity Company (DSI) is replaced with The Ohio Casualty Insurance Company.
- On the effective date, The Ohio Casualty Insurance Company assumes all obligations of the original surety from the date of issuance of the Surety Bond and all obligations of Developers Surety and Indemnity Company (DSI) under the Bond are extinguished.
- Obligee's signature on this Rider confirms its consent to this substitution and release of the original surety on the effective date.
- All notices, including claims, should be sent to:

Liberty Mutual Surety
P.O. Box 34526
Seattle, WA 98154
Attention: LMS Claims

- With the exception of the substitution of Surety Company pursuant to this Rider, all terms and conditions of the Surety Bond remain in full force and effect. This Assumption of Liability Rider shall not, in any respect, vary, waive, alter or extend the terms, conditions and obligations of the Bond.

Signed and dated this **30th** day of **July, 2019**.

NEW SURETY: The Ohio Casualty Insurance Company

OBLIGEE: _____

By: 

Renee Llewellyn, Assistant Secretary

By: _____

Name\Title



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 9/5/2019 Amount:
Department: Community Development Account #:
Subject: Ordinance 2019-13 Request to Change the Future Land Use Designation on
Approximately 0.992 Acres of Property from City of Bunnell, Single-Family Low
Density to City of Bunnell, Commercial-Medium - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2019-13 Bob Lacasse and Company FLUM	Ordinance

Summary/Highlights:

This is a request to change the future land use designation of approximately 0.992 acres of property from City of Bunnell, Single-Family, Low Density to City of Bunnell, Commercial-Medium.

This item was heard at the September 9, 2019 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on September 11, 2019.

Background:

The applicant, Bob Lacasse & Company, LLC, is the owner of approximately 0.992 acres of property within the City of Bunnell. The property is currently vacant and unaddressed. It is located adjacent to South State Street.

The Planning, Zoning and Appeals Board met on Tuesday, August 20, 2019 and approved the Ordinance and forwarded it on to the City Commissioners for approval.

Staff Recommendation:

Adopt Ordinance 2019-13 request to change the future land use of approximately 0.992 acres of property from City of Bunnell Single-Family Low Density to City of Bunnell Commercial-Medium. - Second Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2019-13

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 0.992 ACRES AND DESCRIBED IN THIS ORDINANCE FROM CITY OF BUNNELL SINGLE FAMILY LOW DENSITY TO CITY OF BUNNELL COMMERCIAL MEDIUM DESIGNATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is located adjacent to South State Street, South of E. Moody Blvd and east of U.S. HWY 1 in the City of Bunnell; and

WHEREAS, the owner of the property, Bob Lacasse and Company, LLC, has requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small-scale land use amendments since November 26, 2018 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on August 20, 2019 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

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

Section 1. Legislative findings and intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell *2030 Comprehensive Plan* pertaining to the subject property.
- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell *2030 Comprehensive Plan*.
- (d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

- (a) The Future Land Use Plan Element of the City of Bunnell *2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Commercial-Medium land use designation to the real property which is the subject of this Ordinance as set forth herein.
- (b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: 0000.992 ACRES TOWN OF BUNNELL BLOCK 166 LOTS 1 THUR 11 LOCATED IN SEC 14 OR 55 PG 366, OR 125 PG 221 OR 266 PG PG 340, OR 277 PG 02 (OR BOOKS/PAGES FOR 2-3-10-11) OR 64 PG 188, OR 255 PG 258 OR 260 PG 607, OR 277 PG 02) OR 349 PG 01 RICHARD S TAYLOR JR ANUND ½ INT & GARY & CAROL SIEGEL AN UND ½ INT OR 431 PG 92 (QC) OR 621 PG 1588 OR 621 PG 1588 OR 621 PG 1590-QC OR 654 PG 943 OR 1095 PG 905 OR 2296/301 OR 2304/760

ADDRESS: unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 10-12-30-0850-01660-0010

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in ordaining and causing amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 9th day of September 2019.

Second Reading: adopted on this 23rd day September 2019.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

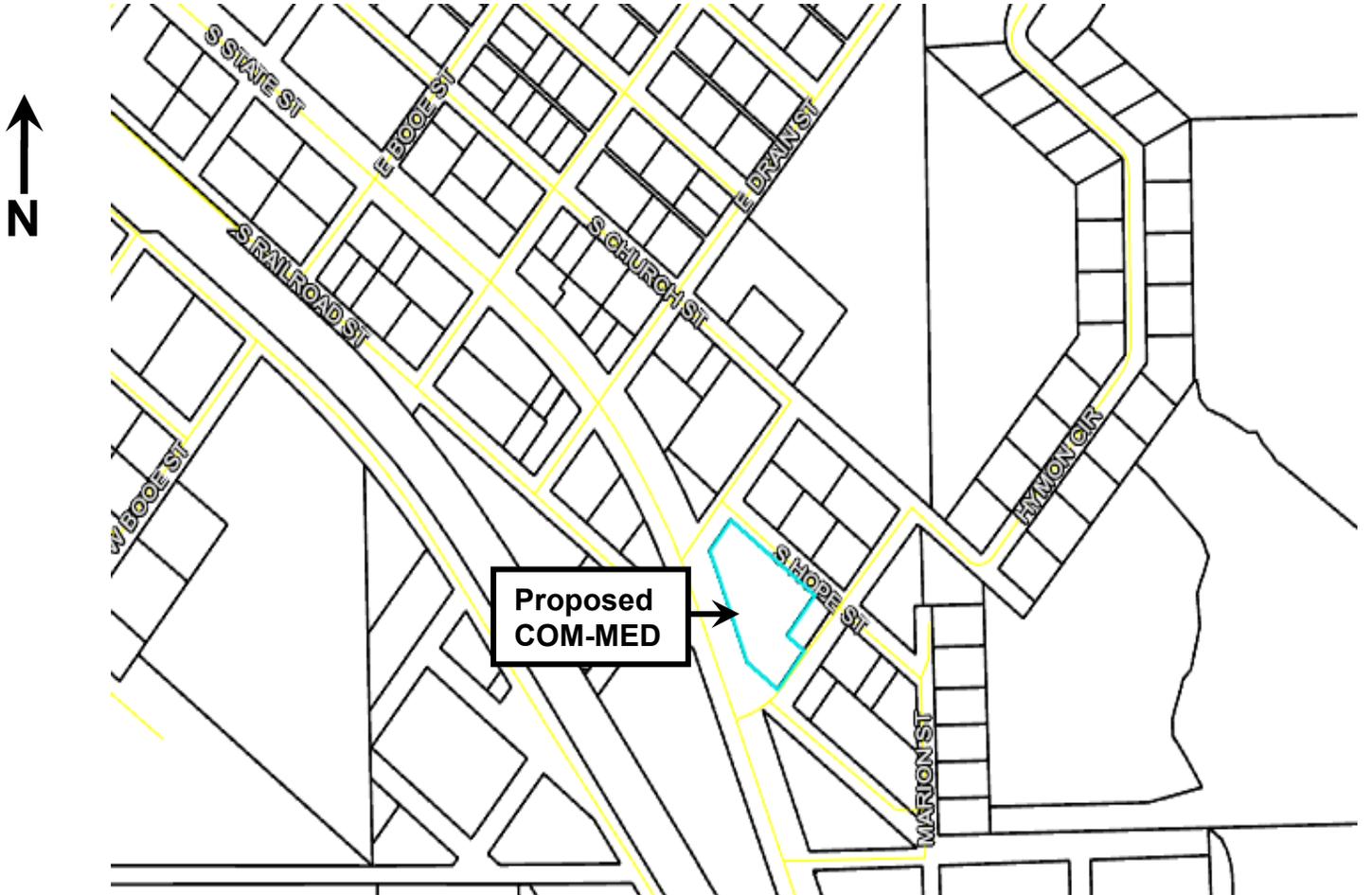
Attest:

Kristen Bates, City Clerk

Seal:

EXHIBIT A

Location Map





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 9/5/2019 Amount:
Department: Community Development Account #:
Subject: Ordinance 2019-14 Request to Change the Future Land Use Designation on
Approximately 1.354 Acres of Property from Flagler County Commercial-High
Intensity to City of Bunnell Commercial-Medium - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Location Map	Location Map(s)

Summary/Highlights:

This is a request to change the future land use designation on approximately 1.354 Acres from Flagler County Commercial-High Intensity to City of Bunnell Commercial-Medium.

The property is currently vacant and unaddressed.

This item was heard at the September 9, 2019 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on September 11, 2019.

Background:

The applicant, Little Electrical Solutions, LLC recently annexed into the City of Bunnell and is seeking to change the future land use designation of the property to a Bunnell designation.

This request was heard by the Planning, Zoning and Appeals Board at its August 20, 2019 meeting and Board approved the proposed ordinance.

This request is consistent with the City's 2030 Comprehensive Plan and adjacent properties.

The applicant or a representative can further explain the request or answer any questions from the Board.

Staff Recommendation:

Adopt Ordinance 2019-14 Request to Change the Future Land Use designation of approximately 1.354 acres of property from Flagler County Commercial-High Intensity to City of Bunnell Commercial-Medium.

- Second Reading.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2019-14

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.354 ACRES LOCATED ADJACENT TO EAST MOODY BLVD WITHIN THE BUNNELL CITY LIMITS FROM FLAGLER COUNTY COMMERCIAL-HIGH INTENSITY AND DESCRIBED IN THIS ORDINANCE TO THE CITY OF BUNNELL COMMERCIAL-MEDIUM FUTURE LAND USE DESIGNATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is located adjacent to East Moody Blvd, West of Belle Terre, and East of U.S. HWY 1 in the City of Bunnell; and

WHEREAS, the owner of the property, Little Electrical Solutions, has requested this change to the future land use; and

WHEREAS, the City of Bunnell had a small-scale land use amendment adopted July 8, 2019 and has not submitted any small-scale land use amendments to the Department of Economic Opportunity since December 7, 2018; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on August 20, 2019 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

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

Section 1. Legislative findings and intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell *2030 Comprehensive Plan* pertaining to the subject property.
- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell *2030 Comprehensive Plan*.
- (d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

- (a) The Future Land Use Plan Element of the City of Bunnell *2030 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the Commercial-Medium land use designation to the real property which is the subject of this Ordinance as set forth herein.
- (b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: 0001.354 ACRES DURRANCES PLAT LOT 1 OR 228 PG 358 OR 414 PG 11 OR 894 PG 1310 OR 1204 PG 1496 OR 1204 PG 1496 OR 1204 PG 1497 (EX.05AC DOT #121 963/1915) OR 2338/854 OR 2357/1929-ANNEX INTO CITY OF BUNNELL, ORD 2019-05

ADDRESS: unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 12-12-30-1525-00000-0010

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2030 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance proves to be invalid, unlawful or unconstitutional, it shall not be held to impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2030 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land Use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with controlling State law.

First Reading: approved on this 9th day of September 2019.

Second Reading: adopted on this 23rd day September 2019.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

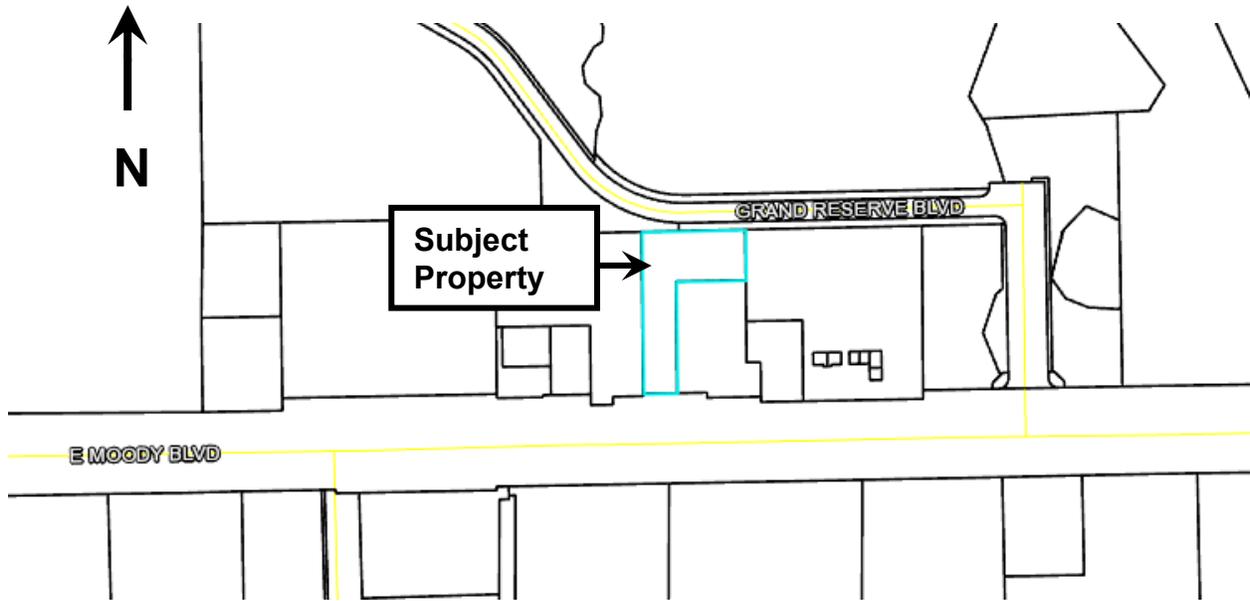
Attest:

Kristen Bates, City Clerk

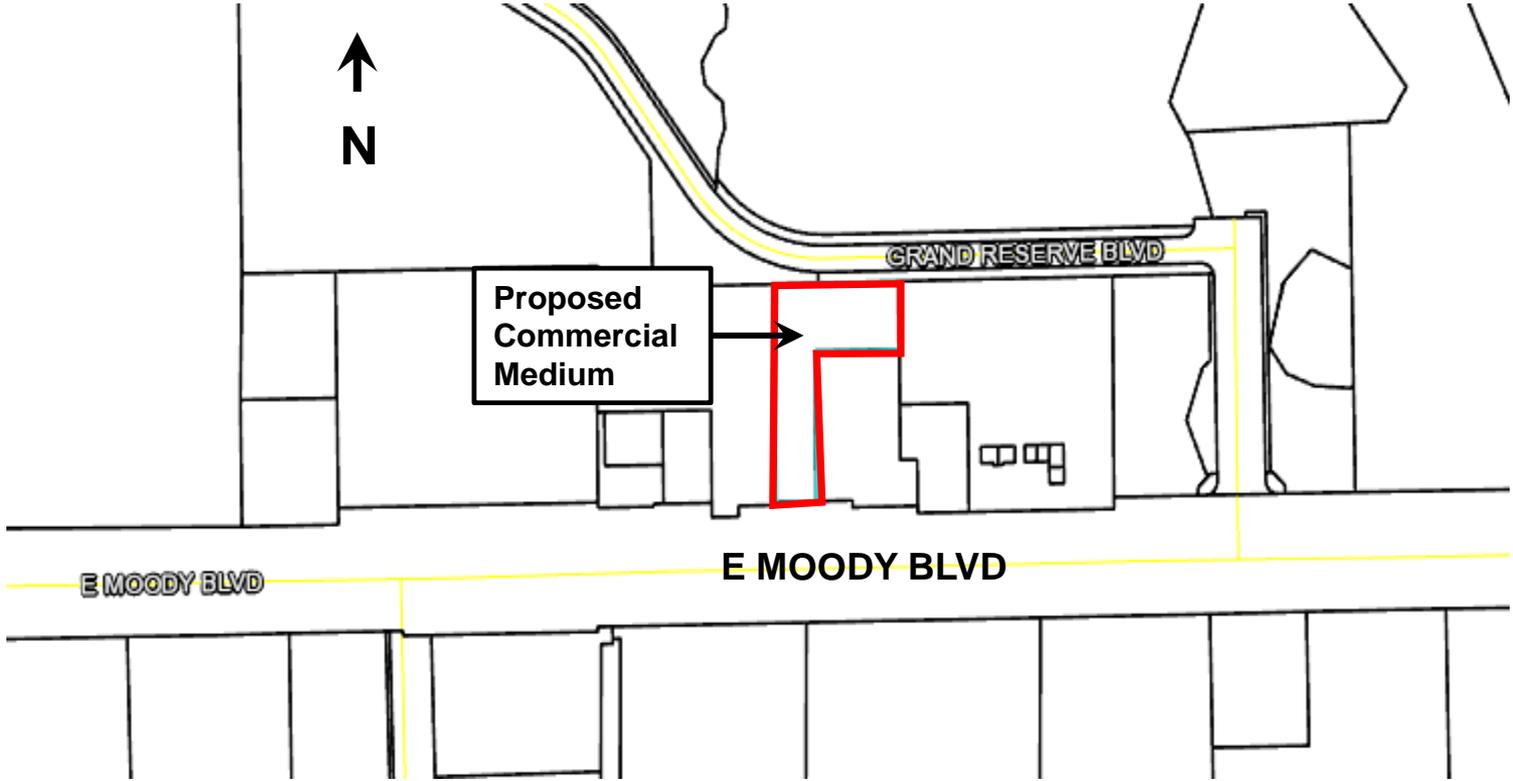
Seal:

EXHIBIT A

Location Map



Little Electrical Solutions LLC FLUM Change Request- Location Map





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 9/5/2019 Amount:
Department: Community Development Account #:
Subject: Ordinance 2019-15 Request to Rezone Approximately 1.354 Acres of Property From C-2, General Commercial and Shopping Center District to City of Bunnell, B-1, Business District - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2019-15 Little Electrical Solutions LLC Rezoning	Ordinance

Summary/Highlights:

This is a request to rezone approximately 1.354 Acres from Flagler County C-2, General commercial and shopping center to City of Bunnell B-1, Business District.

This item was heard at the September 9, 2019 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on September 11, 2019.

Background:

The applicant, Little Electrical Solutions, LLC is seeking to rezone property owned by them to City of Bunnell B-1, Business District.

The property is currently vacant, but the owner would like to develop the property to be used for their business location.

This request was heard by the Planning, Zoning and Appeals Board at its August 20, 2019 meeting and the Board approved the proposed ordinance.

The applicant can further explain or answer any questions about this request or the proposed development of the property.

Staff Recommendation:

Adopt Ordinance 2019-15 request to change the zoning designation of approximately 1.354 acres of property from C-2, General commercial and shopping center to City of Bunnell, B-1, Business District. - Second Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

ORDINANCE 2019-15

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 1.354 ACRE IN SIZE AND UNADDRESSED ADJACENT TO EAST MOODY BLVD WITHIN THE BUNNELL CITY LIMITS FROM C-2, GENERAL COMMERCIAL AND SHOPPING CENTER DISTRICT TO CITY OF BUNNELL B-1, BUSINESS DISTRICT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Little Electrical Solutions, LLC, the owners of certain real property, which land totals approximately 1.354 acre in size, unaddressed adjacent to East Moody Blvd and is assigned Tax Parcel Identification Number 12-12-30-1525-00000-0010 by the Property Appraiser of Flagler County; and

WHEREAS, Little Electrical Solutions, LLC, have applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell, B-1, Business district zoning classification from the existing C-2, General commercial and shopping center district; and

WHEREAS, the City's Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether is comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City's *Comprehensive Plan*; and

WHEREAS, on August 20, 2019 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended the City Commission Approve the subject rezoning as set forth in this Ordinance; and

WHEREAS, professional City planning staff, the City's Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The subject property, which is approximately 1.354 acre in size, is located adjacent to East Moody Blvd unaddressed.

(c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 1.354 acre in size, shall be rezoned from the existing C-2, General commercial and shopping center district zoning classification to the City of Bunnell, B-1, Business district zoning classification:

LEGAL DESCRIPTION: 0001.354 ACRES DURRANCES PLAT LOT 1 OR 228 PG 358 OR 414 PG 11 OR 894 PG 1310 OR 1204 PG 1496 OR 1204 PG 1496 OR 1204 PG 1497 (EX.05AC DOT #121 963/1915) OR 2338/854 OR 2357/1929-ANNEX INTO CITY OF BUNNELL, ORD 2019-05

ADDRESS: Unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 12-12-30-1525-00000-0010

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed

Section 5. Severability.

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

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2019-14.

First Reading: approved on this 9th day of September 2019.

Second/Final Reading: adopted on this 23rd day of September 2019.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

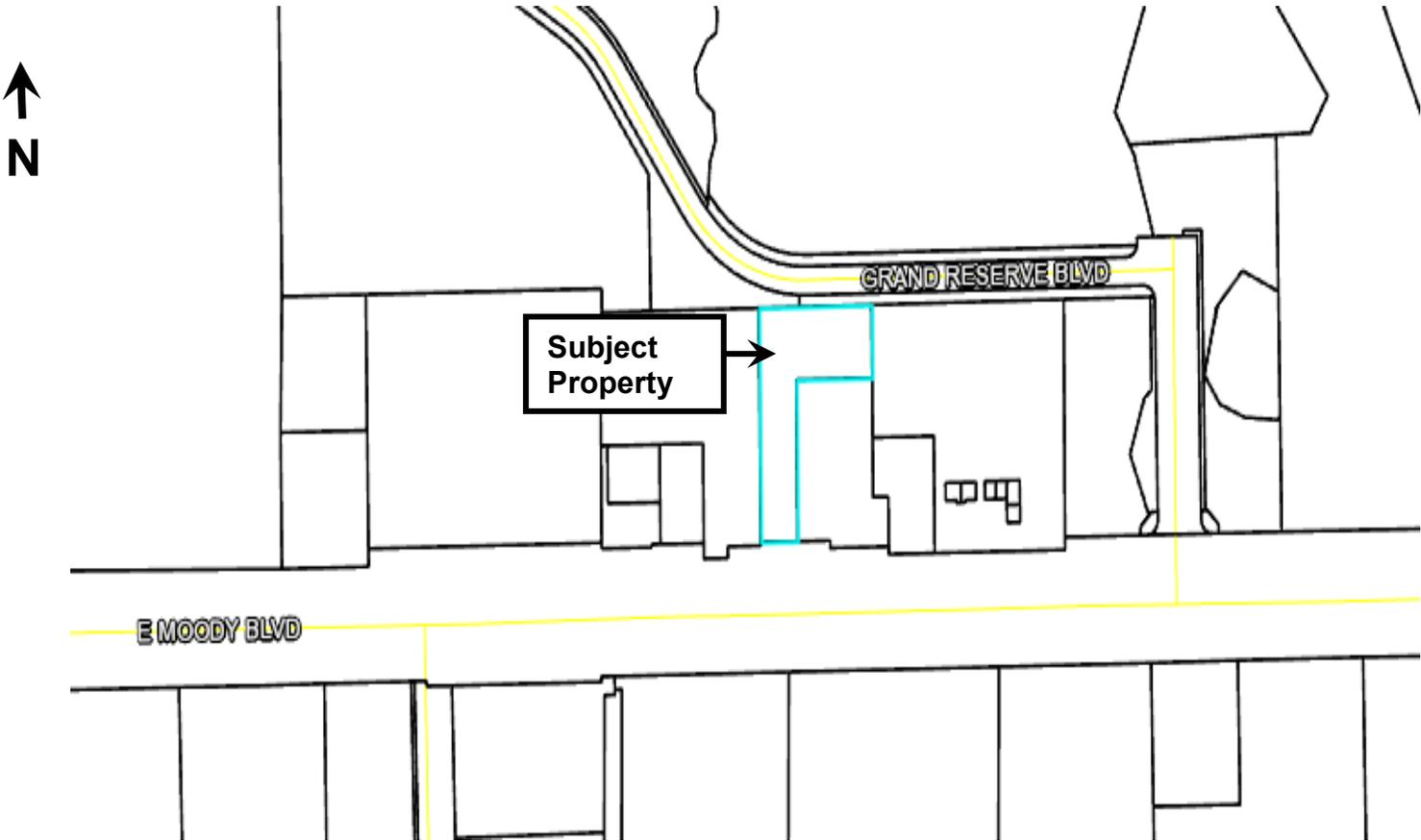
Wade Vose, City Attorney

Attest: _____
Kristen Bates, City Clerk

Seal:

Exhibit "A"

Location Map





City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 9/10/2019 Amount:
Department: Attorney Account #:
Subject: Resolution 2019-15 Amending Resolution 2017-27, relating to Water and Wastewater
Utility Rates, Ratifying Non-implementation of Annual Rate Adjustment
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Resolution 2019-15 - Amending Resolution 2017-27, Relating To Water And Wastewater Utility Rates, Ratifying Non-implementation Of Annual Rate Adjustment	Resolution

Summary/Highlights:

This Resolution amends Resolution 2017-27, relating to water and wastewater utility rates, by removing a provision that called for an annual rate adjustment tied to the increase in the Consumer Price Index (CPI). The resolution also ratifies the non-implementation of this annual rate adjustment back in October 2018.

Background:

On October 23, 2017, the Bunnell City Commission adopted Resolution 2017-27, which revised water and wastewater utility rates, fees, and charges. Resolution 2017-27 included the addition of the following provision at Section 5.F. thereof:

F. An Annual Rate adjustment shall be made based upon the 12-month percentage rate of increase, of the annual Consumer Price Index (CPI), as measure on the Southern region index which is not seasonally adjusted. The annual percentage change will be measured in June preceding the start of the City's fiscal year on October 1st and will be applied to all Utility Rates at the City of Bunnell's fiscal year (October 1st to be billed on November bill).

Notwithstanding the addition of this provision, the rate adjustment contemplated by this provision was never implemented in October 2018.

Upon evaluation, City staff has recommended that the aforementioned provision be deleted, and that the non-implementation of the rate adjustment in October 2018 be ratified by the City Commission.

Staff Recommendation:

Staff recommends approval of the resolution.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved

RESOLUTION 2019-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, AMENDING RESOLUTION 2017-27, RELATING TO WATER AND WASTEWATER UTILITY RATES; RATIFYING THE NON-IMPLEMENTATION OF AN ANNUAL RATE ADJUSTMENT TIED TO THE INCREASE OF THE CONSUMER PRICE INDEX; AND PROVIDING FOR FINDINGS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on October 23, 2017, the Bunnell City Commission adopted Resolution 2017-27, which revised water and wastewater utility rates, fees, and charges; and

WHEREAS, Resolution 2017-27 included the addition of the following provision at Section 5.F. thereof:

F. An Annual Rate adjustment shall be made based upon the 12-month percentage rate of increase, of the annual Consumer Price Index (CPI), as measure on the Southern region index which is not seasonally adjusted. The annual percentage change will be measured in June preceding the start of the City’s fiscal year on October 1st and will be applied to all Utility Rates at the City of Bunnell’s fiscal year (October 1st to be billed on November bill).

WHEREAS, notwithstanding the addition of this provision, the rate adjustment contemplated by this provision was never implemented in October 2018; and

WHEREAS, upon evaluation, City staff has recommended that the aforementioned provision be deleted, and that the non-implementation of the rate adjustment in October 2018 be ratified by the City Commission.

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

SECTION 1. Amendment of Resolution 2017-27.

Resolution 2017-27 is hereby amended to delete and reserve Section 5.F. thereof.

SECTION 2. Ratification of Non-Implementation of Rate Adjustment.

The City Commission hereby ratifies the non-implementation of Section 5.F. of Resolution 2017-27 in October 2018.

SECTION 3. Conflicts.

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

SECTION 4. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Resolution, 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 5. Effective Date.

This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 23rd day of September, 2019.

By: _____
Catherine D. Robinson, Mayor

Attest:

Seal:

Kristen Bates, City Clerk

Approved for form and content by:

Wade Vose, City Attorney



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 9/6/2019 Amount: \$367,528
Department: Infrastructure Account #: 401.0535.535.6300
Subject: Request to Approve Bid Award for SR100 Reclaimed Water Main Extension Phase II
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
34152 City of Bunnell Reclaimed Agreement	Contract
SR100 RWM Extension_BidForm_executed	Bid Package
City of Bunnell SR100 Reclaim WM Ext Award	Cover Memo
Selection Committee Minutes	Minutes

Summary/Highlights:

The City issued Invitation to Bid number ITB-05-0-2019: SR100 Reclaimed Water Main Extension Phase II. Construction of the project is funded from a Cost-Share Agreement with St Johns River Water Management District (SJRWMD).

Background:

On February 25, 2019, the City Commission accepted a Cost-Share Agreement between St Johns River Water Management District (SJRWMD) and the City of Bunnell. The project was for the State Road 100 Reclaimed Water Main Extension Phase II.

For satisfactory completion of the project, the SJRWMD shall pay the recipient one hundred percent (100%) of the total construction cost of the project, but in no event shall the cost-share exceed \$493,176.41.

Bid opening was on August 29, 2019 at 2pm. The companies that responded were:

SanPik, Inc.	\$367,528.00
J.D. Weber Construction Co.	\$382,852.20
McMahan Construction Co., Inc.	\$397,169.00
4C's Trucking & Excavation, Inc.	\$404,101.71
S.E. Cline Construction, Inc.	\$413,393.05
T B Landmark Construction, Inc.	\$458,247.00
DB Civil Construction, LLC	\$496,800.00

The Bid Selection Committee met on September 10, 2019 and agreed with Alliant Engineering's recommendation from Marcus DePasquale to award the project to SanPik, Inc. as they were the lowest bidder in the amount of \$367,528.

Staff Recommendation:

Recommend award to the lowest bidder, SanPik, Inc., in an amount not to exceed \$367,528 for the SR100 Reclaimed Water Main Extension Phase II project.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Award bid to SanPik, Inc.

City Manager Review/Recommendation:

Approved

**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 2018-2019 (FY19) 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 2018 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”):

State Road 100 West Reclaimed Water Extension Phase 2 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 December 30, 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 October 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 90 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 90 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, 2019, 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 \$493,176.41. 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 email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. 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 \$493,176.41, 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.

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.

<p>DISTRICT Mark E. Brandenburg, MS, CSE, PWS Project Manager St. Johns River Water Management District 601 South Lake Destiny Road, Suite 200 Maitland, Florida 32751 Phone: 407-659-0915 Email: mbrandenburg@sjrwmd.com</p>	<p>RECIPIENT Dustin Vost Project Manager City of Bunnell P.O. Box 756 Bunnell, Florida 32110 Phone: 386-283-6072 Email: dvost@bunnellcity.us</p>
--	---

(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 Analyst 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: Wendy L. Cox
Ann B. Shortelle, Ph.D., Executive Director (or designee)

By: Catherine D. Robinson
Catherine D. Robinson, Mayor

Date: 3/28/19

Date: 2/25/2019

Attest: K Bates
Kristen Bates, CMC, City Clerk

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

**ATTACHMENT A - STATEMENT OF WORK
STATE ROAD 100 WEST RECLAIMED WATER EXTENSION PHASE 2 PROJECT**

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) 2018-2019 to fund the construction of projects or innovative pilot projects that benefit the District core missions. On December 11, 2018, 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 State Road 100 West Reclaimed Water Extension Phase 2 project (Project) for the not to exceed amount of \$493,176.41 towards the estimated construction cost of \$493,176.41. 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 extend their reclaimed distribution main from Grand Reserve Boulevard west along State Road 100 to North Palmetto Street (approximately 1.1 miles) which will reduce the amount of potable water used for irrigation. The project will provide a secondary benefit in a reduction in discharge to Haw Creek and Black Branch Creek.

III. SCOPE OF WORK

The project includes the construction of a reclaimed distribution main from Grand Reserve Boulevard west along State Road 100 to North Palmetto Street and the equipment needed to adequately apply pressure to end users for direct irrigation.

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 Analyst at hbarber@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 December 30, 2019. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Reclaimed Water Main Extension	7/1/19	11/30/19

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 \$493,176.41. It is anticipated that the FY breakdown will be \$98,635.28 for FY2018-19 and \$394,541.13 for FY2019-20.

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 11, 2018.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Analyst within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Analyst at hnbarber@sjrwmd.com. The Recipient shall submit a final project report within 15 days of Final Completion and acceptance by 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).

FY18-19 (10/1/2018 – 9/30/2019)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Reclaimed Water Main Extension	\$98,635.28	\$98,635.28

FY19-20 (10/1/2019 – Expiration)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Reclaimed Water Main Extension	\$394,541.13	\$394,541.13

**ATTACHMENT B
PROJECT PROGRESS REPORT**

St. Johns River Water Management District
Project Progress Report

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:	State Road 100 West Reclaimed Water Extension Phase 2 Project		
Recipient:	City of Bunnell		
SJRWMD Contract Number:	34152	SJRWMD Project Manager:	Mark E. Brandenburg, MS, CSE, PWS
		Recipient's Project Manager:	Dustin Vost

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 Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain 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.

Include digital photographs of work accomplished during reporting period. 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, Project Manager
City of Bunnell
P.O. Box 756
Bunnell, FL 32110

FROM: Mark E. Brandenburg, MS, CSE, PWS., Project Manager

CONTRACT NUMBER: 34152

CONTRACT TITLE: State Road 100 West Reclaimed Water Extension Phase 2 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. RECIPIENT’S SUPPLEMENTAL INSTRUCTIONS.
2. DESCRIPTION OF WORK TO BE CHANGED:
3. 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: _____

(Recipient 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: _____
Mark E. Brandenburg, MS, CSE, PWS., District Project Manager

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

c: Contract file
Financial Services

**SECTION 00 41 13
BID FORM**

**CITY OF BUNNELL
SR100 RECLAIMED WATER MAIN EXTENSION
CITY PROJECT NO: 2019-04**



AUGUST 2019

ENGINEERS PROJECT NO: 219-0033

EJCDC® C-410, Bid Form for Construction Contracts.
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

TABLE OF CONTENTS

	Page
Article 1 – Bid Recipient	1
Article 2 – Bidder’s Acknowledgements	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Bidder’s Certification	2
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion	6
Article 7 – Attachments to this Bid	6
Article 8 – Defined Terms.....	6
Article 9 – Bid Submittal.....	7

END OF TABLE OF CONTENTS

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Bunnell

201 W. Moody Blvd.

Bunnell, FL 32110

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>8/14/2019</u>
<u>2</u>	<u>8/23/2019</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related

EJCDC® C-410, Bid Form for Construction Contracts.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price	\$
--------------------	----

Total of All Lump Sums \$ _____

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Unit Bid Price

ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
BASE BID - RECLAIM WATER MAIN					
1	MOBILIZATION	LS	1	\$ 58,500.00	\$ 58,500.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 3,150.00	\$ 3,150.00
3	EROSION AND SEDIMENT CONTROL	LS	1	\$ 1,050.00	\$ 1,050.00
4	SILT FENCE	LF	3,793	\$ 1.00	\$ 3,793.00
5	TREE PRESERVATION	LS	1	\$ 1,500.00	\$ 1,500.00
6	REMOVE & REPLACE GRAVEL DRIVES	SY	95	\$ 16.00	\$ 1,520.00
7	REMOVE & REPLACE BITUMINOUS DRIVES	SY	211	\$ 16.00	\$ 3,376.00
8	REMOVE & REPLACE CONCRETE DRIVES	SY	160	\$ 63.00	\$ 10,080.00
9	REMOVE & REPLACE CONCRETE SIDEWALK	SY	100	\$ 53.00	\$ 5,300.00
10	REPLACE THERMOPLASTIC STRIPPING	LS	1	\$ 1,600.00	\$ 1,600.00
11	8" PVC DR18 WATER MAIN (UNRESTRAINED)	LF	2,851	\$ 35.00	\$ 99,785.00
12	8" PVC DR18 WATER MAIN (RESTRAINED)	LF	565	\$ 50.00	\$ 28,250.00
13	8" DUCTILE IRON PIPE (D.I.P.)	LF	103	\$ 57.00	\$ 5,871.00
14	8" DIRECTIONAL DRILL - WATER MAIN	LF	760	\$ 55.00	\$ 41,800.00
DUCTILE IRON FITTINGS (RECLAIMED WATER MAIN)					
15	8" - 11.25 DEGREE BEND	EA	2	\$ 490.00	\$ 980.00
16	8" - 45 DEGREE BEND	EA	9	\$ 497.00	\$ 4,473.00
17	8" - 90 DEGREE BEND	EA	2	\$ 517.00	\$ 1,034.00
18	8"x8"x8" TEE	EA	2	\$ 590.00	\$ 1,180.00
19	8" GATE VALVE	EA	10	\$ 1,715.00	\$ 17,150.00
20	AIR RELEASE VALVE (MANHOLE)	EA	7	\$ 5,150.00	\$ 36,050.00
21	2" BLOW OFF	EA	1	\$ 2,000.00	\$ 2,000.00

EJCDC® C-410, Bid Form for Construction Contracts.

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

22	8" PLUG	EA	3	\$ 300.00	\$ 900.00
23	THRUST BLOCK	EA	4	\$ 800.00	\$ 3,200.00
24	BAHAI SOD (UTILIZING 4" EXISTING ON-SITE TOPSOIL)	SY	4,156	\$ 6.00	\$ 24,936.00
TOTAL OF ALL EXTENDED PRICES FOR UNIT PRICE WORK - RECLAIM WATER MAIN (subject to final adjustments based on actual quantities)					\$ 357,478.00

ALTERNATE A - UTILITY STREET CROSSING					
ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
25	SILT FENCE	LF	65	\$ 1.00	\$ 65.00
26	8" PVC DR18 WATER MAIN (UNRESTRAINED)	LF	50	\$ 35.00	\$ 1,750.00
27	8" PVC DR18 WATER MAIN (RESTRAINED)	LF	(50)	\$ 50.00	\$ (2,500.00)
28	8" DIRECTIONAL DRILL - WATER MAIN	LF	95	\$ 55.00	\$ 5,225.00
29	AIR RELEASE VALVE (MANHOLE)	EA	1	\$ 5,150.00	\$ 5,150.00
30	BAHAI SOD (UTILIZING 4" EXISTING ON-SITE TOPSOIL)	SY	60	\$ 6.00	\$ 360.00
TOTAL OF ALL EXTENDED PRICES FOR UNIT PRICE WORK - ALTERNATE A (subject to final adjustments based on actual quantities)					\$ 10,050.00
TOTAL OF ALL EXTENDED PRICES FOR UNIT PRICE WORK - (BASE BID + ALTERNATE A) (subject to final adjustments based on actual quantities)					\$ 367,528.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

Total of Lump Sum Plus Unit Price Bids = Total Bid Price

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting Attachments A through O
 - G. Submit sealed bids including one original copy, four (4) identical paper copies, and one (1) electronic copy in pdf format on USB or CD.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

SanPik, Inc

By:

[Signature]

[Printed name]

Matthew Sands

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Title:

Submittal Date:

8/29/2019

Address for giving notices:

3551 W Lake Mary Blvd., Ste 210

Lake Mary, Florida 32746

Telephone Number:

407-988-1033

Fax Number:

Contact Name:

Matthew Sands

Contact e-mail address:

m.sands@sanpikinc.com

Bidder's License No.:

CUC1225224

END OF SECTION



ADDENDUM NO. 01

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
SR 100 RECLAIMED WATER MAIN EXTENSION
CITY PROJECT NO: 2019-04**

Date Issued: August 14, 2019

A. PRE-BID QUESTIONS AND ANSWERS

Question 1: Do you happen to have an engineers estimate for this project?

Answer 1: Engineers estimate is \$450,000.

Question 2: Since this project is grant funded, will davis bacon wages or AIS requirements apply?

Answer 2: No.

Question 3: Soils report indicates a high water table and a majority of job will need to be dewatered and the time of completion (75 days) might not be enough. Will owner allow a modification to completion time or has funding limited time frame?

Answer 3: No, 75 days should be sufficient for substantial completion.

Question 4: Are all request for qualifications forms (spec section 00 11 53 attachments A through O) to be submitted with proposals or will any needed to be submitted prior to bid date as a pre-qualification step?

Answer 4: Yes, all request for qualifications forms (spec section 00 11 53 attachments A through O) are to be submitted with proposals. The City is not performing a pre-qualification.

ACKNOWLEDGEMENT:

 8/28/19
Signature and Date

Matthew Sands / President
Printed Name and Title

SanPik, Inc
Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 01



ADDENDUM NO. 02

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
SR 100 RECLAIMED WATER MAIN EXTENSION
CITY PROJECT NO: 2019-04**

Date Issued: August 23, 2019

A. CHANGES TO THE PROPOSAL FORMS

BID FORM; Section 00 41 13; page 3 of 7; ARTICLE 5 - BASIS OF BID; Section 5.01:

Delete the below portions:

Lump Sum Bid Price	\$
--------------------	----

Total of All Lump Sums

\$

and

~~**Total of Lump Sum Plus Unit Price Bids = Total Bid Price**~~

B. PRE-BID QUESTIONS AND ANSWERS

Question 1: Where is the location of the DIP to be constructed?

Answer 1: 8" DIP is to be constructed in the following locations:

- 51 LF - STA 52+18 to STA 52+56**
- 14 LF - STA 53+19 to STA 53+29**
- 38 LF - STA 66+28 to STA 66+53**

Question 2: STA 70+60 on sheet 9 does not show a concrete pole on the North side of S.R. 100 supplying an underground service to Wendy's on South Side of S.R. 100 that appears to conflict with the new reuse main.

Answer 2: It is apparent that there is perpendicular underground electric service crossing at STA 70+60. Contractor to protect existing utility and coordinate the precise location of the service with FPL contact shown on the cover sheet of the plan set.

Questions 3: What material is to be used for the gravel driveway replacement?

Answer 3: Use #57 Stone for gravel driveway replacement. Replace "Limerock Surface" with "#57 Stone" for the "Aggregate" detail shown on the "Driveway Replacement Details" on Sheet 17 of the plan set.

Questions 4: The Specifications indicate that all permits are to be the responsibility of the contractor. Will an FDOT ROW use permit be required?

Answer 4: The city has acquired a FDOT Utility Permit (Permit No. 2019-H-591-00223) and a DEP Minor Modification to a Waste Water Treatment Permit (Permit No. FL0020907) for this project and will provide them to the contractor. All other permits will be the responsibility of the contractor.

Question 5: Can 8" DR18 Fusible PVC be used as an equal to the specified DR11 HDPE for HDD installation?

Answer 5: 8" DR18 Fusible PVC is approved as an equal to the specified DR11 HDPE for HDD.

Question 6: The 40 LF of HDD from STA 47+68 to STA 48+10 will be difficult to achieve due to capabilities of drilling equipment, please advise.

Answer 6: Please drill 80 LF of HDD from STA 47+68 to STA 48+10. Revise line items 11 and 14 of Bid Form Section 00 26 00 and Section 00 41 13 to 2,851 LF and 760 LF respectively.

ACKNOWLEDGEMENT:

 8/28/19

Signature and Date

Matthew Sands / President

Printed Name and Title

SanPik, Inc

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 02

THIS PAGE INTENTIONALLY LEFT BLANK

SECTION 00 43 13

BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

SanPik, Inc.
3551 W. Lake Mary Blvd., Suite 210
Lake Mary, FL 32746

SURETY (Name, and Address of Principal Place of Business):

Western Surety Company
101 South Reid Street
Sioux Falls, SD 57103

OWNER (Name and Address):

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

BID

Bid Due Date: August 29, 2019
Description:
City of Bunnell SR100 RECLAIMED WATER MAIN EXTENSION
Bunnell, FL 32110

BOND

Bond Number: 082919Bunnell
Date: August 29, 2019
Penal sum Five Percent of Amount Bid \$ ---5%---
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

SURETY

SanPik, Inc. (Seal)
Bidder's Name and Corporate Seal

Western Surety Company (Seal)
Surety's Name and Corporate Seal

By: [Signature]
Signature

By: [Signature]
Signature (Attach Power of Attorney)

MATTHEW SANDS
Print Name

Allyson Foss Wing
Print Name

PRESIDENT
Title

Attorney-In-Fact & Florida Licensed Resident Agent
Title

Attest: [Signature]
Signature
Project Administrator
Title

Attest: [Signature]
Signature
Title Jacki Mainous, Witness
Inquiries: (321) 800-6594

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Allyson Foss Wing, Jorge Bracamonte, Individually

of Orlando, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of August, 2019.



WESTERN SURETY COMPANY

Paul T. Bruflat

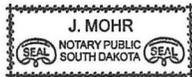
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 5th day of August, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 29th day of August, 2019.



WESTERN SURETY COMPANY

L. Nelson

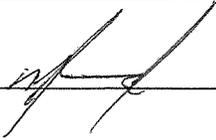
L. Nelson, Assistant Secretary

**SECTION 00 01 50
FLORIDA TRENCH SAFETY ACT**

Bidder acknowledges that he is solely responsible for complying with the Florida Trench Safety Act (ACT) and Occupational Safety and Health Administrations excavation safety standard 29 CFR 1926.650.

Bidder further acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990 and the Occupational Safety and Health Administrations excavation safety standard.

Name: SanPik / Matthew Sands

Authorized Signature:  _____

Date: 8/29/2019

Title: President

END OF SECTION

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

Project Name: City of Bunnell SR100 RECLAIMED WATER MAIN EXTENSION

City Project No.: 2019-04

Company Name: SanPik, Inc

Contact Name: Matthew Sands

E-mail Address: m.sands@sanpikinc.com

Mailing Address: 3551 W Lake Mary Blvd., Ste 210
Lake Mary, Florida 32746

Phone Number: 407-988-1033

Fax Number: _____

Contractor License Number: CUC1225224

The CITY will post addenda information at Onvia DemandStar, Inc., at the following web address: www.demandstar.com. For technical assistance with this website, please contact Onvia Services at 1-800-711-1712. All Bidders should check the Onvia DemandStar website at least seven (7) calendar days before the date fixed to verify information regarding Addenda. Failure to do so could result in rejection of the submittal as unresponsive. Bidders shall sign, date, and return all addenda with their bid. It is the sole responsibility of the Bidder to ensure he/she obtains information related to Addenda. Oral and other interpretations or clarifications will be without legal effect.

The following Addenda were received:

Addendum No. <u>1</u>	Date Received <u>8/14/2019</u>
Addendum No. <u>2</u>	Date Received <u>8/23/2019</u>
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

The Bidder acknowledges the receipt, execution, and return of the following attachments:

- Attachment A - Certificate of Corporation
- Attachment B - Contractor Questionnaire
- Attachment C - Required Disclosure
- Attachment D - Bidder Information
- Attachment E - Experience of Bidder
- Attachment F - Sworn Statement Under section 287.133(3) (a), Florida Statutes, on Public Entity Crimes
- Attachment G - Affidavit of Non-Collusion
- Attachment H - Certification of Non-Segregated Facilities
- Attachment I - Drug-Free Work Place
- Attachment J - Conflict of Interest Statement
- Attachment K - Compliance with Public Records Law
- Attachment L - Americans with Disabilities Act Affidavit
- Attachment M - List of Licenses and Certifications
- Attachment N - List of Proposed Subcontractors/Suppliers
- Attachment O - List of Proposed Equipment

Name: MATTHEW SANDS

Authorized Signature: 

Date: 8/29/19

Title: PRESIDENT

The foregoing instrument was acknowledged before me this 29th day of August, 2019,
by Matthew Sands of SanPik, Inc.
(Officer Name) (Company)

on behalf of the company...He/She is personally known to me or has produced
identification.

Notary Public: Nancy Elise Cancino



My Commission Expires:

END OF SECTION

SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT A
CERTIFICATE OF CORPORATION

Please include a copy of your Certificate of Corporation from the State of Florida with this attachment.

STATE OF FLORIDA

COUNTY OF Seminole

I HEREBY CERTIFY that a meeting of the Board of Directors of SanPic, Inc., a corporation under the laws of the State of Florida, was held on 8-29, 2019. The following resolution was duly passed and adopted:

"RESOLVED, that Matthew Sands as President President of the corporation is hereby authorized to execute the Contract dated 8-29, 2019, between The City of Bunnell, a municipal corporation and this corporation, and that execution thereof, attested by the Secretary of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the official seal of the corporation

This 29th day of August, 2019.



Corporate Secretary

END OF ATTACHMENT A

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT B
CONTRACTOR QUESTIONNAIRE**

DATE: 8/29/2018
NAME OF BIDDER: SanPik, Inc
BUSINESS ADDRESS: 3551 W Lake Mary Blvd., Ste 210, Lake Mary, FL 32746
PHONE NUMBER: 407-988-1033
CONTRACTOR'S FL LICENSE #: CUC1225224
EXPIRATION DATE: August 31st, 2020

**The undersigned warrants the truth and accuracy of all statements and answers herein contained.
Include additional sheets as necessary.**

1. How many years has your organization been in business as a General Contractor?

5 years

2. How many years has your organization been in business as a Subcontractor?

5 years

3. Name of Superintendent and length of time with your company?

William Picsek - 5 years

4. Describe in detail and give the date and owner, including phone numbers and contact person(s), of the last five (5) projects that you have completed similar in type, size, and nature as the project proposed?

Please see attached

5. Have you ever failed, or been alleged to have failed, to complete work awarded to you? If so, please list the project and explain the reasons why?

No

6. Have you ever failed, or been alleged to have failed, to complete work within the Contract Time? If so, please list the project and explain the reasons why?

Yes, the project title is Lake Davis to Lake Greenwood Drainage Improvements for the City of Orlando. We had a lot of delays due to rain and also issue that we could not control. The value of the project was \$3.2Mil and it was deep drainage, utilities and roadwork. We finished the project 33 days behind the contract schedule.

7. Have you ever been assessed liquidated damages, or had liquidated damages assessed against you? If so, please list the project and explain the reasons why?

Yes, see above answer to question No.5.

8. Have you ever had a bond or letter of credit called by the owner of a project? If so, when?

No

9. Have you personally inspected the site of the proposed Work? Describe, in full, any anticipated problems with the site and your proposed solutions?

Yes, I do not see any anticipated problems.

Bidder Name: SanPili, Inc / MATTHEW SANDS

Signature: [Handwritten Signature]

Title: PRESIDENT

Attach the corporate information sheet from the Florida Department of State, Division of Corporation's, web site.

Sworn and subscribed to before me this 29th day of August, 2019,
in the State of Florida, County of Seminole.

Nancy Elise Cancino
Notary Public

My Commission Expires: April 29, 2022



END OF ATTACHMENT B

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT C
REQUIRED DISCLOSURE**

The following disclosure is of all material facts pertaining to any felony conviction or any pending felony charges in the last three (3) years in this State or any other state of the United States against (1) the Bidder, (2) any business entity related to or affiliated with the Bidder or (3) any present or former owner of the Bidder or of any such related or affiliated entity. This disclosure shall not apply to any person or entity which is only a stockholder, which person or entity owns twenty percent (20%) or less of the outstanding shares of the Bidder whose stock is publicly owned and traded:

None

Bidder Name: SanPik, Inc

Signature: 

Title: Preesident

Date: 8/29/2019

END OF ATTACHMENT C

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT D
BIDDER INFORMATION**

List the full legal name of each officer of the Corporation.

President: Matthew Sands

Signature:  _____ Date: 8/29/2019

Vice-President: William Picek

Signature:  _____ Date: 8/29/2019

Secretary: _____

Signature: _____ Date: _____

Treasurer: _____

Signature: _____ Date: _____

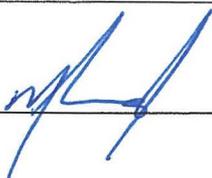
List the Corporate Officer that will sign the contract: Matthew Sands

END OF ATTACHMENT D

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT E
EXPERIENCE OF BIDDER**

Bidder Name: SanPik, Inc

Authorized Signature:  _____ Date: 8/29/2019

Is your company currently involved in any active litigation? ___ Yes No

If Yes, explain: _____

Has your company ever been sued? ___ Yes No

If Yes, explain and/or submit court decision or judgment, as applicable: _____

The Bidder must demonstrate the successful completion of three (3) projects of similar complexity, nature, size, and dollar amount of project. Any material misrepresentation, as determined by the City of Bunnell, shall result in disqualification.

On the following pages, provide the requested information regarding experience within the past five (5) years on three (3) projects as listed above. These projects must total at least 10,000 linear feet of PVC Pressurized Pipe installation and 3,000 linear feet of DIP pipe.

Project #1:

Contract Date: June 2016

Contract Amount: \$ 1,360,856.68

Project Name: SR46 Utility Relocations

Project Location: SR46 in Sanford, Florida

General Scope of Work: Installation of approximately 27,000 ft of FM, WM and RWM
Pipe sizes ranging from 6" up to 24" PVC via open cut and HDD.

Client Name and Address: City of Sanford

300 N. Park Ave., Sanford, FL 32771

Client Contact Phone: Jeff Davis 407.688.5000 ext. 5427

Client Contact Email: jeff.davis@sanfordfl.gov

Was the project completed on schedule? Yes No

Total Amount of Change Orders: \$ 22,705.47

Reasons for Change Orders: Added work/scope on the project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Project #2:

Contract Date: November 2016

Contract Amount: \$ 2,874,443.00

Project Name: Downtown & West Sanitary Transmission Project

Project Location: Ocoee, Florida

General Scope of Work: Installation of approximately 11,000 ft of 20" PVC FM via open cut.

Installation of 1ea Lift Station and gravity sewer w/ MH's.

Client Name and Address: City of Ocoee Utility Department

1800 A.D. Mims Road, Ocoee, FL 34761

Client Contact Phone: Charles Smith / 407.905.3159

Client Contact Email: csmith@ci.ocoee.fl.us

Was the project completed on schedule? Yes No

Total Amount of Change Orders: \$ 222,398.39

Reasons for Change Orders: Additional work/scope on the project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Project #3:

Contract Date: January 2017

Contract Amount: \$ 1,300,728.00

Project Name: Osceola Parkway "Early Works" - Utilities

Project Location: Intersection of Osceola Pkwy and Victoria Way (Disney area)

General Scope of Work: Installation of approximately 15,000 ft of WM, FM and RWM
(PVC & DIP) ranging from 12" thru 16" pipe diameter.

Client Name and Address: Reedy Creek Improvements District / i+icon Southeast
7751 Kingspointe Parkway, Ste 110, Orlando, FL 32819

Client Contact Phone: Bill Sculimbrene / 407.250.5042

Client Contact Email: bsculimbrene@iiconsoutheast.com

Was the project completed on schedule? Yes No

Total Amount of Change Orders: \$ 727,356.88

Reasons for Change Orders: Added work/scope to the project.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

END OF ATTACHMENT E

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

ATTACHMENT F

SWORN STATEMENT UNDER SECTION 287.133(3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to: The City of Bunnell (Public entity)

By: Matthew Sands / President
(Individual's name and title)

For: SanPik, Inc
(Name of entity submitting sworn statement)

Whose business address is: 3551 W Lake Mary Blvd., Ste 210
Lake Mary, Florida 32746

Federal Employer Identification Number (FEIN): 47-1475163

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

1. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crimes, with or without an adjudication of guilt, in any Federal or state trial court of record relating to charges brought by

However, there has been a subsequent proceeding before an Administrative Law Jury of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Administrative Law Jury determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY PRIOR TO ENTERING IN TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature: 

Date: 8/29/19

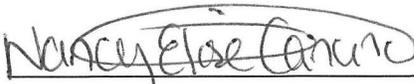
State of: Florida

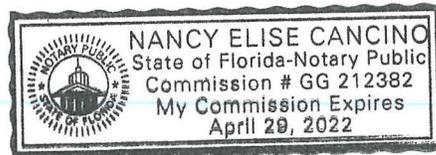
County of: Seminole

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Matthew Sands who, after first being sworn by me,
(Name of individual signing)

affixed his/her signature in the space provided above on this 29th day of August, 20 19.


Notary Public



My Commission Expires: April 29, 2022

END OF ATTACHMENT F

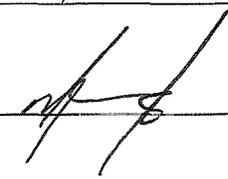
**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT H
CERTIFICATION OF NON-SEGREGATED FACILITIES**

The Bidder certifies that they do not maintain or provide for their employees any segregated facilities at any of his establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Bidder certifies further that they will not maintain or provide for their employees any segregated facilities at any location under their control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The nondiscriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

Name: SanPik, Inc / Matthew Sands

Signature:  _____

Date: 8/29/2019

Title: President

Official Address: 3551 W Lake Mary Blvd., Ste 210

Lake Mary, Florida 32746

END OF ATTACHMENT H

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT I
DRUG-FREE WORK PLACE**

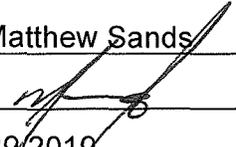
The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

SanPik, Inc does hereby:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the matters set forth above.

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

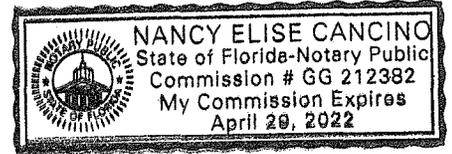
Name: Matthew Sands

Signature: 

Date: 8/29/2019

Title: President

END OF ATTACHMENT I



on behalf of the company. He/She is personally known to me or has produced
_____ identification.

Notary Public: Nancy Elise Cancino My Commission Expires: April 29, 2022

END OF ATTACHMENT J

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT K
COMPLIANCE WITH THE PUBLIC RECORDS LAW**

Upon award recommendation or thirty (30) days after receiving submittals, they become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City of Bunnell in a separate envelope marked accordingly.

Company Name: SanPik, Inc

Authorized representative Printed Name: Matthew Sands

Authorized Representative Signature:  _____

Date: 8/29/2019

END OF ATTACHMENT K

SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS

ATTACHMENT L
AMERICANS WITH DISABILITIES ACT AFFIDAVIT

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the CITY.

The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the CITY be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Agreement for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the CITY, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

Name: SANPIK, INC / MATTHEW SANDS
Authorized Signature: [Signature]
Date: 8/29/19
Title: PRESIDENT

Affix Corporate Seal:

STATE OF Florida)
COUNTY OF Seminole) ss

The foregoing instrument was acknowledged before me this 29th day of August, 2019,
by Matthew Sands of SanPik, Inc.
(Officer Name) (Company)

on behalf of the company. He/She is personally known to me or has produced
_____ identification.

Notary Public: Nancy Elise Cancino
My Commission Expires: April 29, 2022



END OF ATTACHMENT L

**SECTION 00 11 53
REQUEST FOR QUALIFICATION FORMS**

**ATTACHMENT N
LIST OF PROPOSED SUBCONTRACTORS/SUPPLIERS**

All subcontractors and major materials suppliers are subject to approval of Owner. In the table below, list all subcontractors and manufacturers of materials and/or equipment that are proposed to be utilized by the Contractor in the performance of this work. Use additional sheets as necessary.

Company Name	Description	Contact Name, Phone, and Email
K3 Directional Drilling, Inc	Horizontal Directional Drilling	Lewis Krantz / 772.284.0774 / lewis@k3directionaldrilling.com
Formasters Concrete Specialists	Concrete Flatwork	Rick Basso / 386.228.3003 / formasters@earthlink.net
Ferguson Waterworks	Pipe Supplier	Chuck Grimstead / 407.859.7473 / chuck.grimstead@ferguson.com

END OF ATTACHMENT N



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

PICEK, WILLIAM J II

SANPIK, INC.
3551 W LAKE MARY BLVD SUITE 210
LAKE MARY FL 32746

LICENSE NUMBER: CUC1225224

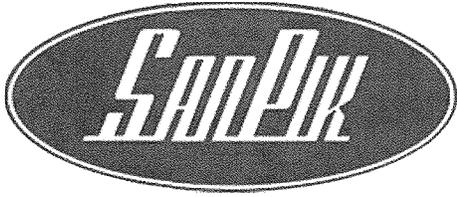
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



SanPik, Inc
Project Log 2015

Project Name: Skylark Subdivision Water Main Improvements

Owner: City of Longwood Utilities Dept.
Owner Address: 155 W Warren Ave. Longwood, FL 32750
Contact: Richard Kornbluh Email:rkornbluh@longwoodfl.org Tel: 407-260-3470
Contractor: CFE Corp.
Contractor Address: 910 Belle Ave, Ste 1040 Winter Springs, FL 32708
Contact: David Stalowy Email: stalzz@aol.com Tel: 407-834-6115
Contract Date: 2015
Percentage Complete: 100%
Contract Amount: \$62,000.00
Scope of Work: We were the subcontractor under CFE and we installed approximately 1,000 feet of 8" PVC Water Main. Also, managed directional drilling company for the installation of 10" HDPE.

Project Name: Skylark Subdivision Drainage Improvements

Owner: City of Longwood Utilities Dept.
Owner Address: 155 W Warren Ave. Longwood, FL 32750
Contact: Tom Smith Email: tsmith@longwoodfl.org Tel: 407-260-3470
Contractor: CFE Corp.
Contractor Address: 910 Belle Ave, Ste 1040 Winter Springs, FL 32708
Contact: David Stalowy Email: stalzz@aol.com Tel: 407-834-6115
Contract Date: 2015
Percentage Complete: 100%
Contract Amount: \$215,880.02
Scope of Work: We were the subcontractor under CFE and we upgraded the Skylark Subdivision storm drain system. Project included the installation of 18", 48" and 60" RCP as well as 48" CMP. Other items include drainage structures, retaining wall and

Project Name: Lee Vista Promenade Sanitary Sewer Improvements

Owner: City of Orlando
Owner Address: 100 W Anderson St. Orlando, FL 32801
Contact: Scott Walker Email: scott.walker@cityoforlando.net Tel: 407-423-9100
Contractor: EMJ Construction (Contractor) CFE Corp. (Subcontractor)
Contractor Address:
Contact: David Stalowy Email: stalzz@aol.com Tel: 407-834-6115
Contract Date: 2015
Percentage Complete: 100%
Contract Amount: \$357,781.93
Scope of Work: We were the sub-subcontractor under CFE and the work consisted of replacing 500 feet of 10 and 12 inch gravity sewer line with 12 and 15 inch gravity sewer lines. The job consisted of dewatering and by-pass pumping.

Project Name: St. Cloud/ TWA Reclaimed Water Main Interconnect NW- Phase 2

Owner: City of St. Cloud
Owner Address: 1300 9th St., Bldg A, 1st Floor St. Cloud, FL 34769
Contact: N/A
Contractor: WW Daniels Company
Contractor Address: PO Box 953725 Lake Mary, Florida 32795
Contact: Mike McMillen Email: mjmwwd@aol.com Tel: 407-320-0702
Contract Date: 2015
Percentage Complete: 100%
Contract Amount: \$33,000
Scope of Work: Installation of approx. 2,000ft of 16" Reclaimed PVC water main, GV's, fittings and dewatering.

Project Name: Cosumer Ct. Liftstation No. 62

Owner: City of Ocoee Utility Department
Owner Address: 1800 A.D. Mims Road Ocoee, FL 34761
Contact: Charles Smith Email: csmith@ci.ocoee.fl.us Tel: 407-905-3159
Contractor: CFE Corp.

Contractor Address: 910 Belle Ave, Ste 1040 Winter Springs, FL 32708
Contact: David Stalowoy Email: stalzz@aol.com Tel: 407-834-6115

Contract Date: \$2,015
Percentage Complete: 100%

Contract Amount: \$297,629

Scope of Work: We were the sub-subcontractor under CFE and the work consisted of installing a new Sanitary Liftstation along with two manholes and the associated gravity and force main piping.

Project Name: South Water Treatment Plant Raw Water Re-pipe Project

Owner: City of Ocoee Utility Department
Owner Address: 1800 A.D. Mims Road Ocoee, FL 34761
Contact: Charles Smith Email: csmith@ci.ocoee.fl.us Tel: 407-905-3159
Contractor: Sanpik, Inc.

Contractor Address: 576 Monroe Ave, Ste 1304 Sanford, FL 32771
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969

Contract Date: 2015
Percentage Complete: 100%

Contract Amount: \$205,859

Scope of Work: Installation of 12" thru 20" DIP pipe for treatment plant inclusive of an Above Ground Assembly with Mag Meter & Static Mixer.

Project Name: Maitland Towncenter Drainage & Utility Upgrades

Owner: City of Maitland
Owner Address: 1776 Independence Lane Maitland, FL 32751
Contact: David Gonzalez Email: dgonzalez@itsmymaitland.com Tel: 407-875-1143
Contractor: CFE Corp.

Contractor Address: 910 Belle Ave, Ste 1040 Winter Springs, FL 32708
Contact: David Stalowoy Email: stalzz@aol.com Tel: 407-834-6115

Contract Date: 2015
Percentage Complete: 100%

Contract Amount: \$318,000.00

Scope of Work: Installation of approx. 1,500 ft of 8" and 10" Gravity Sewer, approx. 1,400 ft of 15" to 54" RCP Storm Drain, approx 1,300ft of 12" Water Main.

Project Name: TOHO Water Authority, Harmony Wastewater Treatment Plant Expansion Phase1

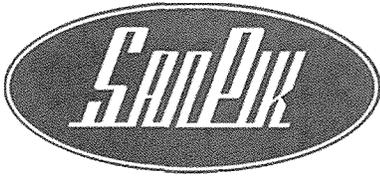
Owner: TOHO Water Authority
Owner Address: 951 M.L.K. Jr Blvd Kissimmee, FL 34741
Contact: N/A
Contractor: Wharton Smith, Inc

Contractor Address: 750 Monroe Rd. Sanford, FL 32771
Contact: Erik Anderson Email: eanderson@whartonsmith.com Tel: 407-321-8410

Contract Date: 2015
Percentage Complete: 100%

Contract Amount: \$369,000.00

Scope of Work: Installation of approx. 6,500ft of 4" thru 16" DIP for the Toho Wastewater Treatment Plant.



SanPik, Inc.
Project Log 2016

Project Name: SR46 Utility Relocations

Owner: City of Sanford
Owner Address: 300 N. Park Ave., Sanford, FL 32771
Contact: Bill Smith Email: bill.smith@sanfordfl.gov Tel: 407-688-5028
Contractor: Wharton Smith, Inc
Contractor Address: 750 Monroe Rd. Sanford, FL 32771
Contact: Robert Hahn Email: rhahn@whartonsmith.com Tel: 407-321-8410
Contract Date: 2016
Percentage Complete: 100%
Contract Amount: \$1,355,000.00
Installation of approximately 27,000 ft of force main, water main and reclaim water main. Pipe sizes range from 6" up to 24" PVC.
Scope of Work: Approximately 1,500ft of 10" gravity sewer and manholes.

Project Name: West Bay Beach Sewerage System Force Main Installation

Owner: Water Authority Cayman
Owner Address: 13G Red Gate Road George Town, Cayman Islands
Contact: Tom van Zanten Email: tom.vanzanten@waterauthority.ky Tel: 345-949-2837 xtn 3000
Contractor: Wharton Smith, Inc
Contractor Address: 750 Monroe Rd. Sanford, FL 32771
Contact: David Hayes Email: dhayes@whartonsmith.com Tel: 407-321-8410
Contract Date: 2016
Percentage Complete: 100%
Contract Amount: \$644,200.00
Scope of Work: Installation of approx. 4,300 ft of 24" HDPE pipe by fusion techniques for the Cayman Water Authority Wastewater Treatment Plant.

Project Name: Hoffner Ave (SR15) Water Main Installation

Owner: FDOT - District 5
Owner Address: 719 South Woodland Blvd. Deland, FL 32720
Contact: N/A
Contractor: Prince Contracting
Contractor Address: 10210 Highland Manor Dr. Tampa, FL 33610
Contact: Adam Smith Email: adam@sullivanbros.com Tel: 863-397-5525
Contract Date: 2016
Percentage Complete: 100%
Contract Amount: \$550,000
Scope of Work: Installation of approximately 5,000 ft of 16" DIP WM and the removal of approx. 4,000 ft of 12" WM

Project Name: Amanda St Sewer & 436 Extensions

Owner: City of Altamonte
Owner Address: 225 Newburyport Ave. Altamonte Springs, 32701
Contact: Karen McCullen Email: kmcullen@altamonte.org Tel: 407-571-8335
Contractor: Wharton Smith, Inc
Contractor Address: 750 Monroe Rd. Sanford, FL 32771
Contact: Chris Gayner Email: cgayner@whartonsmith.com Tel: 407-402-5632
Contract Date: 2016
Percentage Complete: 100%
Contract Amount: \$180,000
Scope of Work: Installation of approximately 600ft of 8" PVC Gravity Sewer and approx. 200ft of 6" PVC WM.

Project Name: Downtown & West Sanitary Transmission Project

Owner: City of Ocoee Utility Department
Owner Address: 1800 A.D. Mims Road Ocoee, FL 34761
Contact: Charles Smith Email: csmith@ci.ocoee.fl.us Tel: 407-905-3159
Contractor: Sanpik, Inc.
Contractor Address: 576 Monroe Ave, Ste 1304 Sanford, FL 32771
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2016
Percentage Complete: 100%
Contract Amount: \$2,874,443.00
Scope of Work: Installation of approximately 11,000 ft of 20" PVC Force Main and 1ea Lift Station.

Project Name: Easterly Tibbets Hwy Force Main

Owner: Water Authority Cayman

Owner Address: 13G Red Gate Road George Town, Cayman Islands

Contact: Tom van Zanten Email: tom.vanzanten@waterauthority.ky Tel: 345-949-2837 xtn 3000

Contractor: Wharton Smith, Inc

Contractor Address: 750 Monroe Rd. Sanford, FL 32771

Contact: David Hayes Email: dhayes@whartonsmith.com Tel: 407-321-8410

Contract Date: 2016

Percentage Complete: 100%

Contract Amount: \$686,030

Scope of Work: Installation of approx. 6,000 ft of 12" and 16" HDPE pipe by fusion techniques for the Cayman Water Authority.

Project Name: Osceola Pkwy "Early Works" - Utilities

Owner: Reedy Creek Improvements District

Owner Address: N/A

Contact:

Contractor: I+Icon Southeast

Contractor Address: 232 South Dillard St, Ste 211 Winter Garden, FL 34787

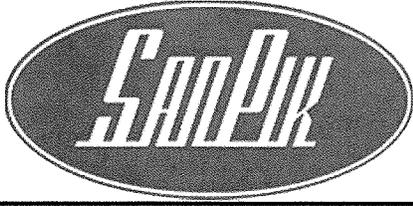
Contact: Bill Sculimbrene Email: bsculimbrene@iiconsoutheast.com Tel: 352-874-0538

Contract Date: 2016

Percentage Complete: 100%

Contract Amount: \$2,208,702

Scope of Work: Installation of approximately 15,000 ft of WM, FM and RWM ranging between 12" thru 16". Removal of approximately 15,000 ft of existing utilities.



SanPik, Inc.
Project Log 2017

Project Name: Cloud Branch Drainage Improvements PH III

Owner: City of Sanford
Owner Address: 300 N. Park Ave., Sanford, FL 32771
Contact: Bill Smith Email: bill.smith@sanfordfl.gov Tel: 407-688-5028
Contractor: Sanpik, Inc.
Contractor Address: 576 Monroe Ave, Ste 1304 Sanford, FL 32771
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2017
Percentage Complete: 100%
Contract Amount: \$5,142,622.00
Scope of Work: Installation of approximately 7,000 ft of RCP Storp Drainage Pipe ranging from 15" thru 72" and associated manholes and road restoration.

Project Name: Midway Utility Replacements PH II

Owner: Seminole County
Owner Address: 1101 East First Street Sanford, FL 32771
Contact: Donna King Email: dking@seminolecountyfl.gov Tel: 407-665-2362
Contractor: Sanpik, Inc.
Contractor Address: 576 Monroe Ave, Ste 1304 Sanford, FL 32771
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2017
Percentage Complete: 100%
Contract Amount: \$842,799.00
Scope of Work: Installation of approximately 4,000 ft of WM ranging from 4" thru 10" PVC and HDPE for the Midway Community.

Project Name: TWA cypress West WRF TOHO

Owner: TOHO Water Authority
Owner Address: 951 M.L.K. Jr Blvd Kissimmee, FL 34741
Contact: N/A
Contractor: Wharton Smith, Inc
Contractor Address: 750 Monroe Rd. Sanford, FL 32771
Contact: David Hayes Email: dhayes@whartonsmith.com Tel: 407-321-8410
Contract Date: 2017
Percentage Complete: 100%
Contract Amount: \$435,000
Scope of Work: Lift Station Installation, Storm drainage and FM.

Project Name: Reclaim Water Main Conversion - Polynesian Resort

Owner: Reedy Creek Improvements District
Owner Address: Lake Buena Vista, Florida 32830
Contact: Michael Lawro Mike.L.Lawro@disney.com
Contractor: i+icon Southeast
Contractor Address: 232 South Dillard St, Ste 211 Winter Garden, FL 34787
Contact: Robert Harvey Email: rharvey@iiconsoutheast.com Tel: 407-203-3321
Contract Date: 2017
Percentage Complete: 100%
Contract Amount: \$249,047
Scope of Work: Installation of approximately 3,000 ft of 6, 8 and 10" Reclaim Water Main for Reedy Creek at the Polynesian Resort.

Project Name: Bluford Ave Reconstruction

Owner: City of Ocoee Utility Department
Owner Address: 1800 A.D. Mims Road Ocoee, FL 34761
Contact: Charles Smith Email: csmith@ci.ocoee.fl.us Tel: 407-905-3159
Contractor: Oelrich Construction
Contractor Address: 275 NW 137th Dr., Ste A Jonesville, FL 32669
Contact: Derek Dykes Email: derek@oelrichconstruction.com Tel: 352-745-7877
Contract Date: 2017
Percentage Complete: 100%
Contract Amount: \$2,551,000.00



SanPik, Inc.
Project Log 2018

Project Name: Sole Mia Crystal Lagoon

Owner: Hulke Construction Company, LLC
Owner Address: 576 Monroe Rd, Ste 1304, Sanford, FL 32771
Contact: Scott Hulke Email: shulke@hulkeconstruction.com Tel: 321-363-3888
Contractor: Sanpik, Inc.
Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2018
Percentage Complete: 100%
Contract Amount: \$774,095.00
Scope of Work: Installation of HDPE lagoon piping ranging from 2" thru 16"

Project Name: Flewelling Ave Drainage

Owner: City of Ocoee Public Workd Dept
Owner Address: 301 Maguire Rd, Ocoee, FL 34761
Contact: Richard Campanale Email: richard.campanale@ci.ocoee.fl.us Tel: 407-905-3170
Contractor: Sanpik, Inc.
Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2018
Percentage Complete: 100%
Contract Amount: \$343,000.00
Scope of Work: Installation of storm drainage pipe ranaing from 15" thru 54"

Project Name: Lake Davis to Lake Greenwood Drainage Improvements

Owner: City of Orlando
Owner Address: 400 South Orange Ave, 4th floor Orlando, FL 32801
Contact: Silvia Coste Email: silvia.coste@cityoforlando.net Tel: 407-246-2869
Contractor: Sanpik, Inc.
Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2018
Percentage Complete: 100%
Contract Amount: \$3,250,739
Scope of Work: Installation of approx 3,000ft of storm drainage, 2,000ft of sanitary sewer w/ manholes and 2" water main replacement

Project Name: Alaqua Lakes

Owner: Alaqua Property Owners Association, Inc
Owner Address: Longwood, FL 32779
Contact: Leigh Quinn Email: lquinn@sentrymgt.com Tel: 407-788-6700
Contractor: Sanpik, Inc.
Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2018
Percentage Complete: 100%
Contract Amount: \$84,470
Scope of Work: Installation of approx 400ft of 24" and 30" RCP storm drainage

Project Name: Lake Marion WRF

Owner: Garney Construction
Owner Address: 370 East Crown Point Rd, Winter Garden, FL 34787
Contact: Tom Manning Email: tmanning@garney.com Tel: 407-877-5903
Contractor: Sanpik, Inc.
Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969
Contract Date: 2018
Percentage Complete: 95%
Contract Amount: \$4,497,534.00
Scope of Work: Yard Piping and lift stations for TOHO plant

Project Name: CBR Potable Water Relocations

Owner: Reedy Creek Improvements District

Owner Address: PO Box 10170, Lake Buena Vista, FL 32830

Contact: Mike Lawro Email: mike.l.lawro@disney.com Tel: 407-824-6933

Contractor: Sanpik, Inc.

Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746

Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969

Contract Date: 2018

Percentage Complete: 100%

Contract Amount: \$289,000

Scope of Work: Replacement of 6ea Water Meters

Project Name: South Bermuda WRF Sewer Plant 2 & 3 Improvements

Owner: Toho Water Authority

Owner Address: 951 M.L.K. Jr Blvd Kissimmee, FL 34741

Contact: N/A

Contractor: Wharton Smith, Inc

Contractor Address: 750 Monroe Rd. Sanford, FL 32771

Contact: David Hayes Email: dhayes@whartonsmith.com Tel: 407-321-8410

Contract Date: 2018

Percentage Complete: 100%

Contract Amount: \$70,251

Scope of Work: Cut and remove approximately 25' of damaged 42" ductile iron pipe. Ductile iron pipe to be replaced with 42" C905 DR21 PVC.

Project Name: Alaqua Drainage PH 11 - Part 2

Owner: Alaqua Property Owners Association, Inc

Owner Address: Longwood, FL 32779

Contact: Leigh Quinn Email: lquinn@sentrymgt.com Tel: 407-788-6700

Contractor: Sanpik, Inc.

Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746

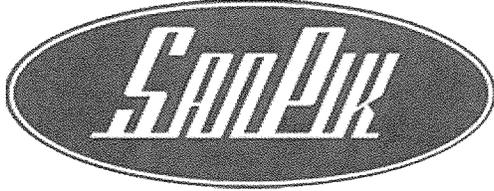
Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969

Contract Date: 2018

Percentage Complete: 100%

Contract Amount: \$98,575

Scope of Work:



SanPik, Inc.
Project Log 2019

Project Name: Gravity Wastewater System Improvements

Owner: Orange County Government

Owner Address: 400 East South Street, Orlando, FL 32801

Contact: Dexter Watts Dexter.Watts@ocfl.net 407-836-7317

Contractor: Sanpik, Inc.

Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746

Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969

Contract Date: 2019

Percentage Complete: 0%

Contract Amount: \$2,979,390

Scope of Work:

Includes gravity sewer utilities to be repair and rehabilitated in 9 sub-areas throughout Orange County; replacement of approx. 2,300 linear feet of gravity sewer, rehabilitation or replacement of 16 manholes, and relocation of 39 sewer laterals.

Project Name: 1st Street Lift Station

Owner: City of Sanford

Owner Address: 300 North Park Avenue, Sanford, Florida 32771

Contact: Richie Casella 4076885095

Contractor: Sanpik, Inc.

Contractor Address: 3551 W Lake Mary Blvd, Ste 210 Lake Mary, FL 32746

Contact: Matthew Sands Email: m.sands@sanpikinc.com Tel: 407-450-6969

Contract Date: 2019

Percentage Complete: 75%

Contract Amount: \$445,500

Scope of Work:

Construction of a new lift station, force main, valve vault, control panel and accessories.



September 5, 2019

Mr. Dustin Vost
Infrastructure Director
City of Bunnell
201 W. Moody Blvd
Bunnell, FL 32110

**RE: City of Bunnell – SR100 Reclaimed Water Main Extension
Recommendation to Award Bid No. 2019-05**

Dear Mr. Vost

On Wednesday August 29th, the City of Bunnell accepted seven (7) bids for the above referenced project. Alliant Engineering has evaluated each of the sealed bids and prepared the attached bidder's bid tabulation summary. The bid tabulation consists of a Base Bid and Bid Alternate A for which SanPik, Inc. was the lowest bidder.

Alliant recommends that the City award both the Base Bid and Bid Alternate A to SanPik, Inc. in the amounts of \$357,478 and \$10,050 respectively for a total project award of \$367,528.

Should you have any questions or concerns, please contact me anytime at 904-683-8352, or by email at mdepasquale@alliant-inc.com.

Sincerely,

ALLIANT ENGINEERING, INC.

Marcus C. DePasquale, P.E.
Professional Engineer

Enclosure

cc: Alvin Jackson Jr., City Manager
Kristen Bates, City Clerk
Shanea Stankiewicz, Finance Director
Mary Anne Atwood, Project Manager
Curt Wimpée, PE – Alliant Engineering

v:\jacksonville office\projects\2019\190033\documents\construction administration\city of bunnell sr100 reclaim wm ext award.docx



CITY OF BUNNELL
SR100 RECLAIM WATERMAIN EXTENSION BID 2019-05

Selection Committee Meeting Minutes

September 10, 2019

COB Selection Committee Present: Shanea Stankiewicz, Finance Director
Dustin Vost, Infrastructure Director
Mary Anne Atwood, Project Manager

COB Staff Present: Saleena Randolph, Deputy City Clerk

Consultant Present: Marcus DePasquale, Alliant Engineering

Bidders Present: Sign in sheet attached.

Meeting Commenced at: 2:10 PM

This meeting was held to review bids for the SR100 Reclaimed Water Main Extension which is by a St. Johns River Water Management District (SJRWMD) cost – share program.

Marcus DePasquale, consultant, discussed the bid tabulation and recommended that the Committee award to the lowest bidder which is SanPik, Inc. The bid tabulation was given out and is attached.

Shanea Stankiewicz, Finance Director, asked for discussion by the Committee. It was decided that the Committee will proceed with presenting SanPik Inc. to the City Commission based on their Base Bid and Alternate.

A discussion was made by Scott of SE Cline in regard to a local bid preference program. Shanea Stankiewicz stated she will look into that and email her findings.

Meeting Adjourned at: 2:14 PM



SELECTION COMMITTEE MEETING
 SR100 RECLAIMED WATER MAIN EXTENSION
 ITB.2019.05
 SEPTEMBER 10, 2019

PRINT NAME	SIGNATURE	COMPANY	EMAIL	PHONE #
1 Dustin Vost		city		
2 Shanea Stankiewicz		City	sstankiewicz@bunnellcity.us	
3 MaryAnn Howard		COB	matwood	
4 MARUS DEPASQUALE		ALLIANT Engineering	MDPASQUALE@alliant-inc.com	904 683 8352
5 Saleena Randolph		C.O.B.	srandolph@bunnellcity.us	
6 Dean Kellogg		McMahon Const.	dkellogg@mcmaahanfl.com	386 734 1071
7 SCOTT SOWERS		S.E. CLINE CONST.	SSOWERS@CLINECONSTRUCTION.NET	386-446-6444
8 Eric Rush		S.E. Cline Const	erush@clineconstruction.net	386-446-6444
9 Mannie Wells		Sampik Inc.	m.wells@sampikinc.com	407 432 1041
10 RANDY PARKER		McMAHON CONST	RPARKER@McMAHONFL.COM	386-402-6878
11				
12				
13				
14				
15				



BID TABULATION
CITY OF BUNNELL
SR100 RECLAIMED WATER MAIN EXTENTION
BID NO. 2019-04
Date: September 04, 2019



Bid Date: August 29, 2019

Alliant Engineering Project Number: 2019-0033

Certified True and Correct

Marcus DePasquale
 Marcus DePasquale, PE
 Alliant Engineering, Inc. 9-5-19

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	SanPik		JD Weber Construction		McMahon Construction		4C's Trucking & Excavation		Cline Construction		TB Landmark Construction		DB Civil Construction	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	LS	1	\$ 58,500.00	\$ 58,500.00	\$ 24,000.00	\$ 24,000.00	\$ 22,000.00	\$ 22,000.00	\$ 63,396.00	\$ 63,396.00	\$ 23,598.90	\$ 23,598.90	\$ 35,000.00	\$ 35,000.00	\$ 21,000.00	\$ 21,000.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 3,150.00	\$ 3,150.00	\$ 5,600.00	\$ 5,600.00	\$ 4,500.00	\$ 4,500.00	\$ 5,164.25	\$ 5,164.25	\$ 5,200.00	\$ 5,200.00	\$ 5,434.00	\$ 5,434.00	\$ 28,168.07	\$ 28,168.07
3	EROSION AND SEDIMENT CONTROL	LS	1	\$ 1,050.00	\$ 1,050.00	\$ 2,800.00	\$ 2,800.00	\$ 2,500.00	\$ 2,500.00	\$ 1,495.00	\$ 1,495.00	\$ 1,950.00	\$ 1,950.00	\$ 1,250.00	\$ 1,250.00	\$ 6,500.00	\$ 6,500.00
4	SILT FENCE	LF	3,793	\$ 1.00	\$ 3,793.00	\$ 1.40	\$ 5,310.20	\$ 3.00	\$ 11,379.00	\$ 2.00	\$ 7,586.00	\$ 1.63	\$ 6,182.59	\$ 1.50	\$ 5,689.50	\$ 1.25	\$ 4,741.25
5	TREE PRESERVATION	LS	1	\$ 1,500.00	\$ 1,500.00	\$ 900.00	\$ 900.00	\$ 500.00	\$ 500.00	\$ 345.00	\$ 345.00	\$ 1,040.00	\$ 1,040.00	\$ 2,500.00	\$ 2,500.00	\$ 1,300.00	\$ 1,300.00
6	REMOVE & REPLACE GRAVEL DRIVES	SY	95	\$ 16.00	\$ 1,520.00	\$ 25.00	\$ 2,375.00	\$ 40.00	\$ 3,800.00	\$ 18.20	\$ 1,729.00	\$ 39.40	\$ 3,743.00	\$ 30.00	\$ 2,850.00	\$ 30.00	\$ 2,850.00
7	REMOVE & REPLACE BITUMINIUS DRIVES	SY	211	\$ 16.00	\$ 3,376.00	\$ 74.00	\$ 15,614.00	\$ 50.00	\$ 10,550.00	\$ 59.00	\$ 12,449.00	\$ 71.86	\$ 15,162.46	\$ 75.00	\$ 15,825.00	\$ 125.00	\$ 26,375.00
8	REMOVE & REPLACE CONCRETE DRIVES	SY	160	\$ 63.00	\$ 10,080.00	\$ 54.00	\$ 8,640.00	\$ 55.00	\$ 8,800.00	\$ 74.25	\$ 11,880.00	\$ 76.34	\$ 12,214.40	\$ 65.00	\$ 10,400.00	\$ 105.00	\$ 16,800.00
9	REMOVE & REPLACE CONCRETE SIDEWALK	SY	100	\$ 53.00	\$ 5,300.00	\$ 46.00	\$ 4,600.00	\$ 50.00	\$ 5,000.00	\$ 63.00	\$ 6,300.00	\$ 71.46	\$ 7,146.00	\$ 52.00	\$ 5,200.00	\$ 125.00	\$ 12,500.00
10	REPLACE THERMOPLASTIC STRIPPING	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 1,400.00	\$ 1,400.00	\$ 2,500.00	\$ 2,500.00	\$ 1,200.00	\$ 1,200.00	\$ 1,560.00	\$ 1,560.00	\$ 6,500.00	\$ 6,500.00	\$ 625.00	\$ 625.00
11	8" PVC DR18 WATER MAIN (UNRESTRAINED)	LF	2,851	\$ 35.00	\$ 99,785.00	\$ 46.00	\$ 131,146.00	\$ 39.00	\$ 111,189.00	\$ 33.15	\$ 94,510.65	\$ 38.06	\$ 108,509.06	\$ 59.50	\$ 169,634.50	\$ 54.00	\$ 153,954.00
12	8" PVC DR18 WATER MAIN (RESTRAINED)	LF	565	\$ 50.00	\$ 28,250.00	\$ 52.00	\$ 29,380.00	\$ 44.00	\$ 24,860.00	\$ 56.28	\$ 31,798.20	\$ 46.54	\$ 26,295.10	\$ 61.00	\$ 34,465.00	\$ 80.00	\$ 45,200.00
13	8" DUCTILE IRON PIPE (D.I.P.)	LF	103	\$ 57.00	\$ 5,871.00	\$ 64.00	\$ 6,592.00	\$ 65.00	\$ 6,695.00	\$ 69.78	\$ 7,187.34	\$ 65.59	\$ 6,755.77	\$ 80.00	\$ 8,240.00	\$ 70.00	\$ 7,210.00
14	8" DIRECTIONAL DRILL - WATER MAIN	LF	760	\$ 55.00	\$ 41,800.00	\$ 80.00	\$ 60,800.00	\$ 85.00	\$ 64,600.00	\$ 94.32	\$ 71,683.20	\$ 89.90	\$ 68,324.00	\$ 60.00	\$ 45,600.00	\$ 75.00	\$ 57,000.00
	DUCTILE IRON FITTINGS (RECLAIMED WATER MAIN)																
15	8" - 11.25 DEGREE BEND	EA	2	\$ 490.00	\$ 980.00	\$ 340.00	\$ 680.00	\$ 500.00	\$ 1,000.00	\$ 550.50	\$ 1,101.00	\$ 753.03	\$ 1,506.06	\$ 725.00	\$ 1,450.00	\$ 400.00	\$ 800.00
16	8" - 45 DEGREE BEND	EA	9	\$ 497.00	\$ 4,473.00	\$ 360.00	\$ 3,240.00	\$ 500.00	\$ 4,500.00	\$ 560.25	\$ 5,042.25	\$ 759.95	\$ 6,839.55	\$ 725.00	\$ 6,525.00	\$ 400.00	\$ 3,600.00
17	8" - 90 DEGREE BEND	EA	2	\$ 517.00	\$ 1,034.00	\$ 400.00	\$ 800.00	\$ 500.00	\$ 1,000.00	\$ 578.75	\$ 1,157.50	\$ 782.93	\$ 1,565.86	\$ 800.00	\$ 1,600.00	\$ 400.00	\$ 800.00
18	8"X8"X8" TEE	EA	2	\$ 590.00	\$ 1,180.00	\$ 600.00	\$ 1,200.00	\$ 750.00	\$ 1,500.00	\$ 800.00	\$ 1,600.00	\$ 864.83	\$ 1,729.66	\$ 925.00	\$ 1,850.00	\$ 600.00	\$ 1,200.00
19	8" GATE VALVE	EA	10	\$ 1,715.00	\$ 17,150.00	\$ 1,580.00	\$ 15,800.00	\$ 2,500.00	\$ 25,000.00	\$ 1,982.00	\$ 19,820.00	\$ 2,458.95	\$ 24,589.50	\$ 2,080.00	\$ 20,800.00	\$ 2,000.00	\$ 20,000.00
20	AIR RELEASE VALVE (MANHOLE)	EA	7	\$ 5,150.00	\$ 36,050.00	\$ 4,240.00	\$ 29,680.00	\$ 6,500.00	\$ 45,500.00	\$ 2,286.00	\$ 16,002.00	\$ 6,298.60	\$ 44,090.20	\$ 5,200.00	\$ 36,400.00	\$ 5,250.00	\$ 36,750.00
21	2" BLOW OFF	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 1,480.00	\$ 1,480.00	\$ 3,500.00	\$ 3,500.00	\$ 2,398.00	\$ 2,398.00	\$ 3,819.96	\$ 3,819.96	\$ 2,400.00	\$ 2,400.00	\$ 1,900.00	\$ 1,900.00
22	8" PLUG	EA	3	\$ 300.00	\$ 900.00	\$ 240.00	\$ 720.00	\$ 250.00	\$ 750.00	\$ 840.00	\$ 2,520.00	\$ 930.51	\$ 2,791.53	\$ 600.00	\$ 1,800.00	\$ 300.00	\$ 900.00
23	THRUST BLOCK	EA	4	\$ 800.00	\$ 3,200.00	\$ 400.00	\$ 1,600.00	\$ 250.00	\$ 1,000.00	\$ 970.00	\$ 3,880.00	\$ 1,305.85	\$ 5,223.40	\$ 850.00	\$ 3,400.00	\$ 300.00	\$ 1,200.00
24	BAHAI SOD (UTILIZING 4" EXISTING ON-SITE TOPSOIL)	SY	4,156	\$ 6.00	\$ 24,936.00	\$ 4.00	\$ 16,624.00	\$ 4.75	\$ 19,741.00	\$ 4.67	\$ 19,408.52	\$ 3.32	\$ 13,797.92	\$ 4.00	\$ 16,624.00	\$ 4.53	\$ 18,826.68
TOTAL OF ALL UNIT PRICE WORK BID ITEMS				\$ 357,478.00		\$ 370,981.20		\$ 382,364.00		\$ 389,652.91		\$ 393,634.92		\$ 441,437.00		\$ 470,200.00	
										\$ 387,206.11				\$ 441,417.00			

Alternate A

ITEM No.	ITEM DESCRIPTION	UNIT	QUANTITY	SanPik		JD Weber Construction		McMahon Construction		4C's Trucking & Excavation		Cline Construction		TB Landmark Construction		DB Civil Construction	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
25	SILT FENCE	LF	65	\$ 1.00	\$ 65.00	\$ 1.40	\$ 91.00	\$ 3.00	\$ 195.00	\$ 2.00	\$ 130.00	\$ 1.63	\$ 105.95	\$ 2.00	\$ 130.00	\$ 4.00	\$ 260.00
26	8" PVC DR18 WATER MAIN (UNRESTRAINED)	LF	50	\$ 35.00	\$ 1,750.00	\$ 46.00	\$ 2,300.00	\$ 39.00	\$ 1,950.00	\$ 39.00	\$ 1,950.00	\$ 38.06	\$ 1,903.00	\$ 55.00	\$ 2,750.00	\$ 150.00	\$ 7,500.00
27	8" PVC DR18 WATER MAIN (RESTRAINED)	LF	(50)	\$ 50.00	\$ (2,500.00)	\$ 52.00	\$ (2,600.00)	\$ 44.00	\$ (2,200.00)	\$ 56.28	\$ (2,814.00)	\$ 44.01	\$ (2,200.50)	\$ 60.00	\$ (3,000.00)	\$ 80.00	\$ (4,000.00)
28	8" DIRECTIONAL DRILL - WATER MAIN	LF	95	\$ 55.00	\$ 5,225.00	\$ 80.00	\$ 7,600.00	\$ 85.00	\$ 8,075.00	\$ 99.32	\$ 9,435.40	\$ 89.90	\$ 8,540.50	\$ 58.00	\$ 5,510.00	\$ 180.00	\$ 17,100.00
29	AIR RELEASE VALVE (MANHOLE)	EA	1	\$ 5,150.00	\$ 5,150.00	\$ 4,240.00	\$ 4,240.00	\$ 6,500.00	\$ 6,500.00	\$ 2,286.00	\$ 2,286.00	\$ 6,808.98	\$ 6,808.98	\$ 5,200.00	\$ 5,200.00	\$ 5,500.00	\$ 5,500.00
30	BAHAI SOD (UTILIZING 4" EXISTING ON-SITE TOPSOIL)	SY	60	\$ 6.00	\$ 360.00	\$ 4.00	\$ 240.00	\$ 4.75	\$ 285.00	\$ 4.67	\$ 280.20	\$ 3.32	\$ 199.20	\$ 4.00	\$ 240.00	\$ 4.00	\$ 240.00
TOTAL OF ALL EXTENDED PRICES FOR UNIT PRICE WORK - ALTERNATIVE A (subject to final adjustments based on actual quantities)				\$ 10,050.00		\$ 11,871.00		\$ 14,805.00		\$ 11,267.60		\$ 15,357.13		\$ 10,830.00		\$ 26,600.00	
										\$ 16,895.60		\$ 19,758.13		\$ 16,830.00			
TOTAL OF ALL EXTENDED PRICES FOR UNIT PRICE WORK - (BASE BID + ALTERNATE A) (subject to final adjustments based on actual quantities)				\$ 367,528.00		\$ 382,852.20		\$ 397,169.00		\$ 400,920.51		\$ 408,992.05		\$ 452,267.00		\$ 496,800.00	
										\$ 404,101.71		\$ 413,393.05		\$ 458,247.00			

■ = Submitted Bid Amount
 ■ = Corrected Bid Amount



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 9/6/2019 Amount:
Department: Community Development Account #:
Subject: Flagler Central Commerce Parkway - 1 to 100 Employment District
Agenda Section: New Business:
Goal/Priority: Increase Economic Base, Infrastructure

ATTACHMENTS:

Description	Type
Copy of Flagler County Job Growth Application	Exhibit

Summary/Highlights:

The City of Bunnell through the Community Development Department is seeking permission and direction to enter into a joint venture with Flagler County Department of Economic Opportunity to seek funding for the Commerce Parkway Connector Project by applying through the Governor's Florida Department of Economic Opportunity, Enterprise Florida, Florida Job Growth Grant Fund, Public Infrastructure Grant Proposal.

Background:

The City of Bunnell had a set of plans drawn up by Michael Baker, Jr., INC. and received them in September of 2015 to build 1.689 miles of three (3) lane road to connect U.S. 1 HWY to SR 100.

To date, there has been approximately over \$2.0 million dollars invested into this project out of \$8.5 million needed to complete it. Staff is looking into reengineering the cost of the project for cost saving measures. This project is listed on River to the Sea TPO project list to receive funding from the State of Florida.

This property is located in the City's Community Development Redevelopment Area (CRA). This project will access over 120 acres of viable land to be rezoned to Industrial and mix-use.

Other ideas for recruiting but not limited to:

Recruiting and Developing an Industrial Park

Mixed housing

Fiber Optics - Fiber cities: Atlanta, GA, Austin, TX, Charlotte, NC, Chicago, IL, Denver, CO, Huntsville, AL, Kansas City, MO/KS, Miami, FL, Nashville, TN, etc.

Splash Pad/Park

Bus Repair or Assembly Facility

Train Stop - Brightline/Virgin

A presentation will be given by Flagler County, Department Of Economic Opportunity - Helga van Eckert, Executive Director and Katrina Austin, Project Manager

Staff Recommendation:

Seeking direction and approval to jointly apply for Enterprise Florida's Job Growth Grant with Flagler County to split the application process in the following way:

Bunnell applies for Water separately
County applies for Sewer separately

Other Potential Funding
State of Florida, DEO - CDBG grant for utilities
River to Sea TPO - Funding
Variety of public and private funding for the Central Commerce Parkway Connector Project.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Reviewed and Approved.



**Florida Job Growth Grant Fund
Public Infrastructure Grant Proposal**

Proposal Instructions: The Florida Job Growth Grant Fund Proposal (this document) must be completed by the governmental entity applying for the grant and signed by either the chief elected official, the administrator for the governmental entity or their designee. Please read the proposal carefully as some questions may require a separate narrative to be completed.

Governmental Entity Information

Name of Governmental Entity: Flagler County Board of County Commissioners

Government Federal Employer Identification Number: 59-6000605

Contact Information:

Primary Contact Name: Helga van Eckert

Title: Executive Director

Mailing Address: 1769 E. Moody Blvd. Bldg. #2
Bunnell, FL 32110

Phone Number: (386) 313-4071

Email: hvaneckert@flaglercountyedc.com

Public Infrastructure Grant Eligibility

Pursuant to section 288.101, F.S., the Florida Job Growth Grant Fund was created to promote economic opportunity by improving public infrastructure and enhancing workforce training. Eligible governmental entities that wish to access this grant fund must submit public infrastructure proposals that:

- Promote economic recovery in specific regions of the state, economic diversification or economic enhancement in a targeted industry. (View Florida's [Targeted Industries here.](#))
- Are not for the exclusive benefit of any single company, corporation or business entity.
- Are for infrastructure that is owned by the public and is for public use or predominately benefits the public.



1. Program Requirements:

Each proposal must include the following information describing how the project satisfies eligibility requirements listed on page 1.

- A. Provide the title and a detailed description of the public infrastructure improvements.

FLAGLER CENTRAL COMMERCE PARKWAY is a 2-lane 1.7 mile roadway with associated utilities; FULLY DESIGNED & PERMITTED with R-O-W, EASEMENTS AND WETLAND IMPACT MITIGATION ALREADY DONATED.

- B. Is this infrastructure owned by the public?

Yes No

- C. Is this infrastructure for public use or does it predominately benefit the public?

Yes No

- D. Will the public infrastructure improvements be for the exclusive benefit of any single company, corporation or business entity?

Yes No

- E. Provide a detailed explanation of how the public infrastructure improvements will connect to a broader economic development vision for the community and benefit additional current or future businesses.

Grant funding will be utilized to construct roadway infrastructure on City of Bunnell property south of the Flagler County Government Complex which includes a proposed Regional Library. The roadway will serve as a connector between SR 100 and US 1 and open up approximately 120 acres of competitively priced Industrial zoned land centrally located and having multiple access points to I-95, Flagler Executive Airport and nearby rail spurs. This development will serve as a regional employment center for one or more targeted industries. (Total project estimate is eight (\$8) million dollars). The project will be comprised of a 2-lane road with drainage, utilities, streetlights and sidewalks.



F. Provide a detailed description of, and quantitative evidence demonstrating, how the proposed public infrastructure project will promote:

- Economic recovery in specific regions of the state;
- Economic diversification; or
- Economic enhancement of a Targeted Industry (View Florida's Targeted Industries here.)
 - As part of this response, describe how the project will promote specific job growth. Include a description of the number of jobs that will be retained or created, the average wages of such jobs, and in which industry(ies) the jobs will be created using the North American Industry Classification System (NAICS) codes. Where applicable, you may list specific businesses that will retain or grow jobs or make capital investment.
 - Further, include the economic impact on the community, region, or state and the associated metrics used to measure the success of the proposed project.

The proposed project will increase the economic opportunities by providing access and necessary infrastructure to 120 land-locked industrially zoned acres platted as Old Kings Road Professional Center (Attachments A1 - A4). Developing this 120-acre site could generate substantial new tax revenue and attract multiple end-users, attracting hundreds of jobs to economically distressed rural Bunnell and surrounding community.

The advantage of the additional infrastructure would have a considerable impact on the the local economy.

Based on a US 1 Corridor Report by Boyette Strategic Partners, each of the following industries would be targeted for recruitment, Aviation/Aerospace Manufacturing, Corporate Support Services, Health/Life Sciences, Logistics and High Tech. The average wage for these industries is approximately \$62,000 which is more than 100% of the current average wage of Flagler County of \$29,687 as reported by DEO.

Flagler County has not been able to propose on many state projects due to the lack of industrial building inventory. Just one of these missed opportunities could have provided 200 jobs, at \$63,000 per year for a total labor impact of \$40,708,183 annually.

Opening access to this land will provide the infrastructure and access to properties within an already established business location (land is located behind the Flagler County Government Services Complex") which are zoned appropriately for office and industrial buildings.



2. Additional Information:

A. Is this project an expansion of an existing infrastructure project?

Yes No

B. Provide the proposed commencement date and number of days required to complete construction of the public infrastructure project.

Project completion projected for eighteen months once grant is approved.

C. What is the location of the public infrastructure? (Provide the road number, if applicable.)

City of Bunnell Connector between SR 100 & US 1; (Attachments B1 and B2)

D. Who is responsible for maintenance and upkeep? (Indicate if more than one are applicable.)

Federal State County City Other _____

E. What permits are necessary for the public infrastructure project?

Local City Site Development Permit, ACOE and SJRWMD

F. Detail whether required permits have been secured, and if not, detail the timeline for securing these permits. Additionally, if any required permits are local permits, will these permits be prioritized?

SJRWMD and ACOE construction permits have been issued. (Attachments C1 and C2)
City Site Development permit will be applied for by Site Contractor.

G. What is the future land use and zoning designation on the proposed site of the infrastructure improvements, and will the improvements conform to those uses?

FLUM: Commercial, Industrial & Multifamily. Zoning: Commercial (7.9 ac) and Light Industrial (117.8 ac). Reference is made to Attachment A1; No Land Use or Zoning amendments will be required for the proposed work.



H. Will an amendment to the local comprehensive plan or a development order be required on the site of the proposed project or on adjacent property to accommodate the infrastructure and potential current or future job creation opportunities? If yes, please detail the timeline.

Yes No

I. Is the project ready to commence upon grant fund approval and contract execution? If no, please explain.

Yes No

J. Does this project have a local match amount?

Yes No

If yes, please describe the entity providing the match and the amount.

Though no match is required, there has been \$1,425,000 in private contributions and \$2,000,000 Federal Project Grant of which \$459,638 remains. (Attachment D)

K. Provide any additional information or attachments to be considered for this proposal.

(Attachments E1 - E5)



4. Approvals and Authority

- A. If the governmental entity is awarded grant funds based on this proposal, what approvals must be obtained before it can execute a grant agreement with the Florida Department of Economic Opportunity (e.g., approval of a board, commission or council)?

Flagler County and the City of Bunnell will need to execute an Interlocal Agreement.
(See attachment E-3)

- B. If approval of a board, commission, council or other group is needed prior to execution of an agreement between the governmental entity and the Florida Department of Economic Opportunity:

- i. Provide the schedule of upcoming meetings for the group for a period of at least six months.

N/A

- ii. State whether that group can hold special meetings, and if so, upon how many days' notice.

N/A

- C. Attach evidence that the undersigned has all necessary authority to execute this proposal on behalf of the governmental entity. This evidence may take a variety of forms, including but not limited to: a delegation of authority, citation to relevant laws or codes, policy documents, etc.



I, the undersigned, do hereby certify that I have express authority to sign this proposal on behalf of the above-described governmental entity.

Name of Governmental Entity: Flagler County Board of County Commissioners

Name and Title of Authorized Representative: Craig Coffey, County Administrator

Representative Signature: _____

Signature Date: _____



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 8/27/2019 Amount: N/A
Department: Community Development Account #: N/A
Subject: Request to Appoint Planning, Zoning and Appeals Board Member
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
PZA Group of Applicants for Board 9 11 19	Exhibit
Signed Resignation of Howard Kane	Exhibit

Summary/Highlights:

This is a request to fill the vacancy on the Planning, Zoning and Appeals Board.

Current Board:

Thea Hein-Mathen, Chair; Term Expires October 2021
Jerry Jones, Regular Member; Term Expires June 2020
Carl Lilavous, Regular Member; Term Expires May 2020
Tonya Gordon, Regular Member; Term Expires August 2022
Vacancy, Regular Member; Term Expires June 2020
Lynn Lafferty, Alternate; Term Expires June 2020

Background:

Mr. Howard Kane resigned at the August 20, 2019 PZA meeting creating a vacancy on the Board. Alternate Member, Lynn Lafferty has expressed an interest in filling the remainder of the Mr. Kane's term, June 2020 and would like the Commission to consider her as his replacement. If so, then the Commission would need to select a replacement for her position as Alternate.

Attached are applications from volunteers wishing to serve on the Board. All meet either the requirement by being a business owner or owning property as resident within the City limits.

The Commission could choose to appoint Ms. Lafferty or appoint a new regular member from list of applicants.

From the Bunnell Land Development Code:

Sec. 2-82. - Members.

The board shall consist of five regular members and one alternate member appointed by the city commission for three-year terms. Members must either own property in the city or be residents of the city. Upon the absence of a regular board member for a regular or special meeting, the alternate member shall be a voting member of the board. Any vacancy on the board shall be filled within 30 days, and any member thereof may be removed for cause, including for failure to attend three consecutive regular or special meetings.

(LDC 1991, ch. 3, § 3-14(2); Ord. No. 2007-11, § 1, 5-1-07)

Staff Recommendation:

Per the Commission, they can choose to fill the position based on the term remaining on Mr. Kane's until June 2020.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved



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

Name: Gwendolyn Lafferty Date: 7/3/19

Physical address: 105 E. Lambert st. Bunnell

Mailing address: 604 Springdale Dr. Flagler Beach 32136

Home phone: _____ Daytime phone: 386 503 0514

Fax: _____ E-Mail: lyn.lafferty@gmail.com

Occupation: self employed investor & Farmer

Number of years as a City resident or City Business owner: 42

Own: Rent: _____

Are you registered to vote in Flagler County? Yes No _____

Name of advisory board/committee you're applying for: PZA

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: Masters in Accounting extensive business experience owning & managing businesses in Bunnell, Volunteered on Bunnell Chamber Board, Volunteer @ school

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

Have you ever served on a City advisory board or committee in the past? NO

If yes, please list board/committee and years served: _____

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

Date: 7/3/19 Signature: Lyn Lafferty

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



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

Name: Faith Perry Date: 8/26/19

Physical address: 1100 E. Moody Blvd, Bunnell, FL 32110

Mailing address: 9 Eric Dr. Palm Coast, FL 32164

Home phone: - Daytime phone: (386) 983-8238

Fax: (386) 437-3938 E-Mail: prlaa386@yahoo.com

Occupation: Childcare Provider

Number of years as a City resident or City Business owner: 4 years
Own: Rent:

Are you registered to vote in Flagler County? Yes No

Name of advisory board/committee you're applying for: PZA Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: I am a licensed Childcare Provider in the City of Bunnell. Serving children and families for 4 years and has hosted numerous Free Back to School events as way of giving back to this community.

How many City Commission/Board meetings have you attended in the last 2 years? None, However, I'm interested in attending.

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

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

Date: 8/26/19 Signature: [Signature]

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



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

Name: Robine E. Tyler Date: _____

Physical address: 129 FAIRWAY CT. BUNNELL FL 32110

Mailing address: SAME

Home phone: (240)-280-6562 Daytime phone: SAME

Fax: _____ E-Mail: Robin Tyler 59 @ Gmail. com

Occupation: Retired Army

Number of years as a City resident or City Business owner: 2 YEARS
 Own: Rent: _____

Are you registered to vote in Flagler County? Yes No _____

Name of advisory board/committee you're applying for: PZA

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: I HAVE A CONSTRUCTION BACKGROUND OVER 20 YEARS EXPERIENCE, I WORKED AS AN REALTAST APPRAISER FOR 10 YEARS, I AM AN INVESTOR, & ENTREPRENEUR. I CURRENTLY SERVE AS A COMMUNITY ACTIVIST

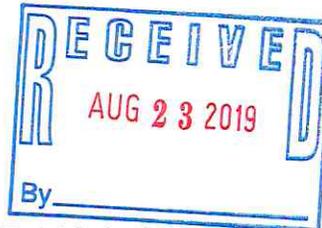
How many City Commission/Board meetings have you attended in the last 2 years? None

Have you ever served on a City advisory board or committee in the past? No
 If yes, please list board/committee and years served: _____

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

Date: 7/17/19 Signature: Rob. Tyler

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



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

Name: Jammi Marquis Date: 8/22/19
 Physical address: 2503 Otis Stone Hunter Rd, Bunnell FL 32110
 Mailing address: Po Box 1092, Bunnell FL 32110
 Best Contact Phone #: 386 437 1508 Alternate Phone #: 386-503-6020
 E-Mail: Gulfstreamjammi@yahoo.com
 Occupation: Office / Assistant
 # of years as a City resident or City Business owner: 20 Own: _____ Rent: _____
 Are you registered to vote in Flagler County? Yes X No _____

Board/Committee/Task Force applying for:

- Citizens Advisory Task Force
- Code Enforcement Board
- _____
- Planning, Zoning & Appeals Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: Construction, Insurance agent Housing Committee

of City Commission or Volunteer Board meetings attended in the last 2 years? 3

Have you ever served on a City advisory board/committee in the past? NO
 If yes, please list board/committee and years served: _____

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

Date: 8/22/19 Signature: [Signature]

Please return this application to the City Clerk, PO Box 756, Bunnell, FL 32110, Fax 386-437-7503, email kbates@bunnellcity.us, or in person at 201 W. Moody Blvd.



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

Name: MANUEL MADALENO Date: 5-1-19

Physical address: 1380 COUNTY ROAD 302

Mailing address: SAME AS ABOVE

Best Contact Phone #: 908-265-2337 Alternate Phone #: _____

E-Mail: MANNY 71163 AT G.MAIL.COM

Occupation: GENERAL CONTRACTOR

of years as a City resident or City Business owner: 15 Own: Rent: _____

Are you registered to vote in Flagler County? Yes No _____

- Board/Committee/Task Force applying for:
- Citizens Advisory Task Force
 - Code Enforcement Board
 - _____
 - Planning, Zoning & Appeals Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: BEING IN THE CONSTRUCTION & HOUSING INDUSTRY KNOWING ALL RULES & REGULATION AND HANDS ON EXPERIENCE PART OF DEEN RD. REALTY:

of City Commission or Volunteer Board meetings attended in the last 2 years? 6

Have you ever served on a City advisory board/committee in the past? NO
If yes, please list board/committee and years served: _____

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

Date: 5-1-19 Signature: Manuel Madaleno

Please return this application to the City Clerk, PO Box 756, Bunnell, FL 32110, Fax 386-437-7503, email kbates@bunnellcity.us, or in person at 201 W. Moody Blvd.



8/20/19

Mr. Rodney Lucas,

I Howard Kane, a volunteer for the PZA Board, is resigning from my position. It is for personal reasoning, that I'm leaving.

Enjoyed the time as a volunteer.

Howard Kane



City of Bunnell, Florida

Agenda Item No. H.4.

Document Date: 9/6/2019 Amount: N/A
Department: Community Development Account #: N/A
Subject: Request to Appoint Code Enforcement Board Members
Agenda Section: New Business:
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
List of Code Enforcement Board Applicants	Exhibit

Summary/Highlights:

This is a request to fill the vacancies on the Code Enforcement Board.

Current Board:

Joy Allen, Chair; Term Expires December 2021
Julie Aguiar, Co-Chair; Term Expires February 2020
Delories Hall, Regular Member; Term Expires December 2021
Kenneth Gordon, Regular Member; Term Expires December 2021
Vacancy; **Regular Member**; Open - 3 Year Term (Term Expired June 2019)
Vacancy; **Alternate**; Open - 3 Year Term

Background:

A vacancy was created on the Code Enforcement Board when Member Stephen Woodin didn't seek another 3-year term when his term expired in June, 2019.

Also, we have a vacancy that was never filled for an Alternate member to the Code Board.

Both positions will be new appointments up 3-year terms.

From the Bunnell Land Development Code:

ARTICLE V. - CODE ENFORCEMENT BOARD

Sec. 2-131. - Created; organization.

(a) There is hereby created a Code Enforcement Board of the City of Bunnell, Florida, which shall consist of five members appointed by the board of city commissioners by a majority vote. All members of the enforcement board must be residents of the City of Bunnell, Florida.

(b) The initial appointments of the code enforcement board after reducing the size of the enforcement board from seven to five members shall be as follows:

- (1) One member appointed for a term of one year each.
- (2) Two members appointed for a term of two years each.
- (3) Two members appointed for a term of three years each.

Thereafter, any appointment shall be made for a term of three years. Any member may be reappointed for successive terms upon approval of the board of city commissioners, as provided for herein.

(c) Any appointment to fill any vacancy on the enforcement board shall be for the remainder of the unexpired term of office. If any member fails to attend two of three successive meetings without providing notice prior to the meeting of said member's absence from the meeting to the code enforcement board, the enforcement board may declare the member's office vacant. The board of the city commissioners shall promptly fill such vacancy. Members of the enforcement board may be suspended or removed for cause.

(d) Membership of the enforcement board shall, whenever possible, include a member from some of all of the following professions: an architect, business person, engineer, general contractor, landscape architect, land use planner, subcontractor, realtor and attorney.

(e) At the first meeting of the enforcement board, the members shall elect a chairperson and a vice-chairperson. The chairperson and vice-chairperson shall serve a one year term, but may be re-elected for additional terms at the discretion of the enforcement board. The chairperson shall preside [at] all meetings and shall direct the business affairs of the enforcement board, subject to the directions of the enforcement board. The vice-chairperson shall act in the absence of the chairperson in the conduct of meetings or otherwise and shall perform such duties as may be delegated to him/her by the chairperson from time to time. In acting in the chairperson's absence, the vice-chairperson shall have all the powers of and be subject to all restrictions upon, the chairperson. The election of the chairperson and vice-chairperson shall occur during the month of the one year anniversary of the enforcement board's first meeting and each subsequent yearly anniversary thereafter.

(f) Three members shall constitute a quorum of the purpose of a meeting. The affirmative vote of a majority of the members present at any meeting of the enforcement board shall be necessary to take action. In the event of a tie vote, the proposed motion shall be considered to have failed.

(g) Regular meetings of the code enforcement board will be convened on an "as needed" basis, as determined by the code enforcement officer. Written notice and a formal agenda package will be prepared and forwarded to each member of the enforcement board. Special meetings of the enforcement board may be convened by the chairperson upon the giving of written notice thereof to each member of the enforcement board. Unless waived by a majority of the board, notice of special meeting shall be given at least 24 hours prior thereto.

(h) Minutes shall be maintained of all hearings held by the enforcement board, and all hearings shall be open to the public. The city shall provide clerical and administrative personnel as may be reasonably required by the enforcement board for proper performance of its duties. The code enforcement board attorney or his/her designee shall attend meetings to serve as counsel to the enforcement board. The code enforcement officer or his/her designee shall represent the city by presenting alleged violations to the enforcement board.

Attached are applications from volunteers wishing to serve on the Board. All meet either the requirement by being a business owner or owning property as resident within the City limits.

The Commission could choose to appoint a new regular member and new alternate member from among these applicants.

Staff Recommendation:

Per the Commission. The Commission can choose to fill the vacant seats for a term of 3 years or fill the vacant seats for 1 or 2 year terms from the volunteer applicant list.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved



VOLUNTEER ADVISORY BOARD AND COMMITTEE APPLICATION

(Please fill out form completely)

Name: Faith Perry Date: 8/26/19

Physical address: 1100 E. Moody Blvd, Bunnell, FL 32110

Mailing address: 9 Eric Dr. Palm Coast, FL 32164

Home phone: (386) 983-8238 Daytime phone: _____

Fax: (386) 437-3938 E-Mail: prlaa386@yahoo.com

Occupation: Childcare Provider

Number of years as a City resident or City Business owner: 4 years
Own: Rent:

Are you registered to vote in Flagler County? Yes No

Name of advisory board/committee you're applying for: Code Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: I am a Licensed Childcare Provider in the City of Bunnell. Serving children and families for 4 years and has hosted numerous of Back to school events as a way of giving back to this community.

How many City Commission/Board meetings have you attended in the last 2 years? none, however I'm interested in attending.

Have you ever served on a City advisory board or committee in the past? NO
If yes, please list board/committee and years served: _____

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

Date: 8/26/19 Signature: Faith Perry

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



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

Name: Robins E. Tyler Date: 7/17/19

Physical address: 129 Fairway Ct. Bunnell FL 32110

Mailing address: SAME

Home phone: (240) - 280-6562 Daytime phone: _____

Fax: _____ E-Mail: Robin Tyler 59 @ Gmail.com

Occupation: Retired Army

Number of years as a City resident or City Business owner: 2
Own: Rent: _____

Are you registered to vote in Flagler County? Yes No _____

Name of advisory board/committee you're applying for: Code Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: I HAVE A CONSTRUCTION BACKGROUND OVER 20 YEARS EXPERIENCE. I'VE WORKED AS AN REAL-ESTATE APPRAISER FOR 10 YEARS. I AM AN INVESTOR and ENTREPRENEUR. I CURRENTLY SERVE AS A COMMUNITY ACTIVIST.

How many City Commission/Board meetings have you attended in the last 2 years? None

Have you ever served on a City advisory board or committee in the past? No
If yes, please list board/committee and years served: _____

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

Date: 7/17/19 Signature: [Handwritten Signature]

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



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

Name: Tammi Marquis Date: 8/22/19
 Physical address: 2503 Otis Stone Hunter Rd, Bunnell FL 32110
 Mailing address: Po Box 1092 Bunnell FL 32110
 Best Contact Phone #: 386 4371508 Alternate Phone #: 386-503-6020
 E-Mail: Gulfstreamtammi@yahoo.com
 Occupation: Office / Assistant
 # of years as a City resident or City Business owner: 20 Own: _____ Rent: _____
 Are you registered to vote in Flagler County? Yes X No _____

Board/Committee/Task Force applying for:

- Citizens Advisory Task Force
- Code Enforcement Board
- Planning, Zoning & Appeals Board
- _____

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this board/committee: Construction, Insurance agent
Housing Committee

of City Commission or Volunteer Board meetings attended in the last 2 years? 3

Have you ever served on a City advisory board/committee in the past? NO
 If yes, please list board/committee and years served: _____

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

Date: 8/22/19 Signature: [Signature]

Please return this application to the City Clerk, PO Box 756, Bunnell, FL 32110, Fax 386-437-7503, email kbates@bunnellcity.us, or in person at 201 W. Moody Blvd.



City of Bunnell, Florida

ATTACHMENTS:

Description

City Manager Report

Type

Exhibit

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For August 2019

September 2019

City Commission Mission Statement

The City Commission of the City of Bunnell is dedicated to providing its citizens, businesses and visitors with quality services that ensure Life, Liberty and the Pursuit of Happiness!

A hand holding a blue marker next to the text "WHY ARE WE HERE?". The text is written in a blue, hand-drawn font.

Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.” - Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.

Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

Swearing In Ceremony: Officer Daniel Toblin

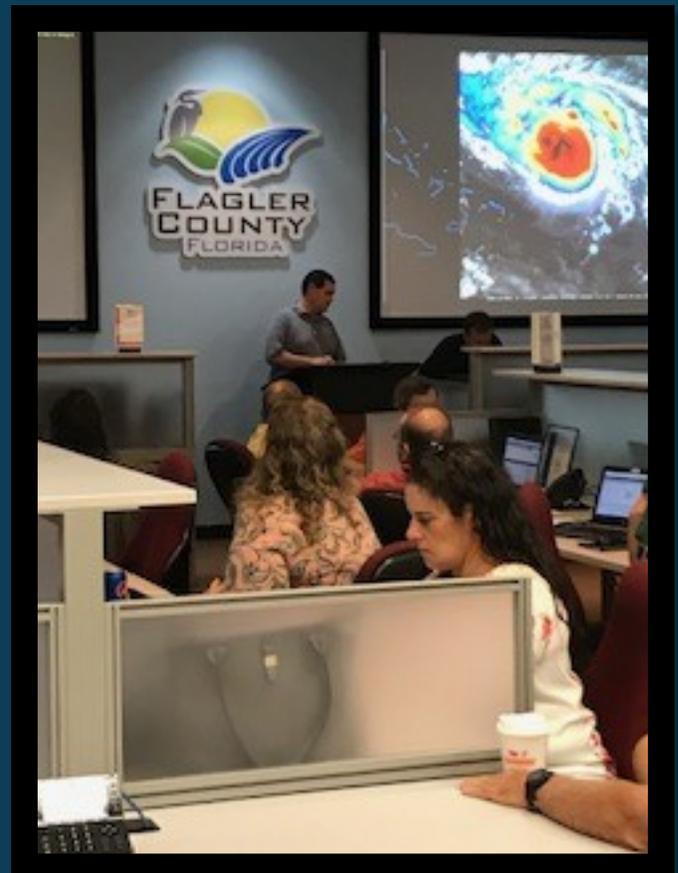


At the August 12, 2019 City Commission Meeting, Chief Tom Foster swore in Officer Daniel Toblin



Hurricane Dorian

The last week of August, the eastern coast of Florida was threatened by Hurricane Dorian. Starting August 28, 2019 the City entered storm prep mode. On August 29, 2019 we declared a local state of emergency via Resolution 2019-14. For 7 days, City staff prepped, waited and was ready to respond to whatever happened as a result of this hurricane. Overall, the City was as prepared as it could be to face whatever Dorian may have given us to deal with.



Information Technology

Attended a class at Daytona State on creating ADA compliant Microsoft Office documents, and PDF files. In the near future will be setting up a training session for the Administrative Assistants on this information to help with out on going ADA compliance.

Successfully completed Local Agency Security Officer (LASO) training and certification. This annual training is required by the FBI and administered by the FDLE.

Spent quite a bit of time working with Administration and temporary employees trying to keep Finance Department operations in the absence of employees. Modified some internal processes to allow for the City Manager to review and approve purchase requisitions, and review and approve checks.

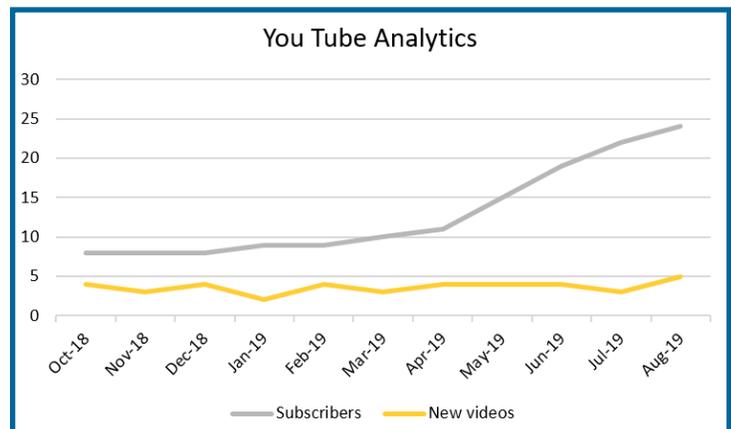
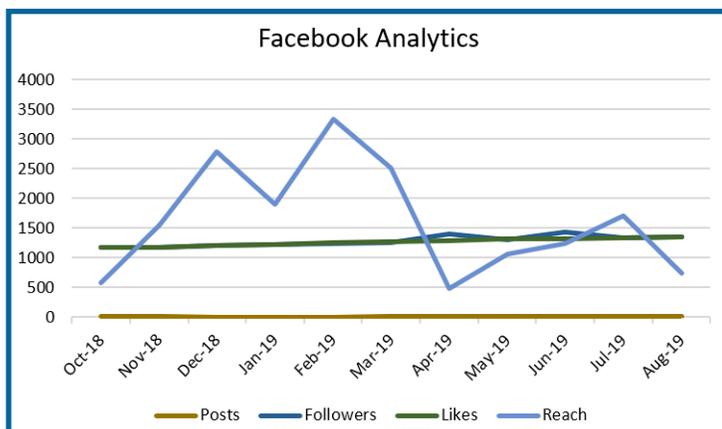
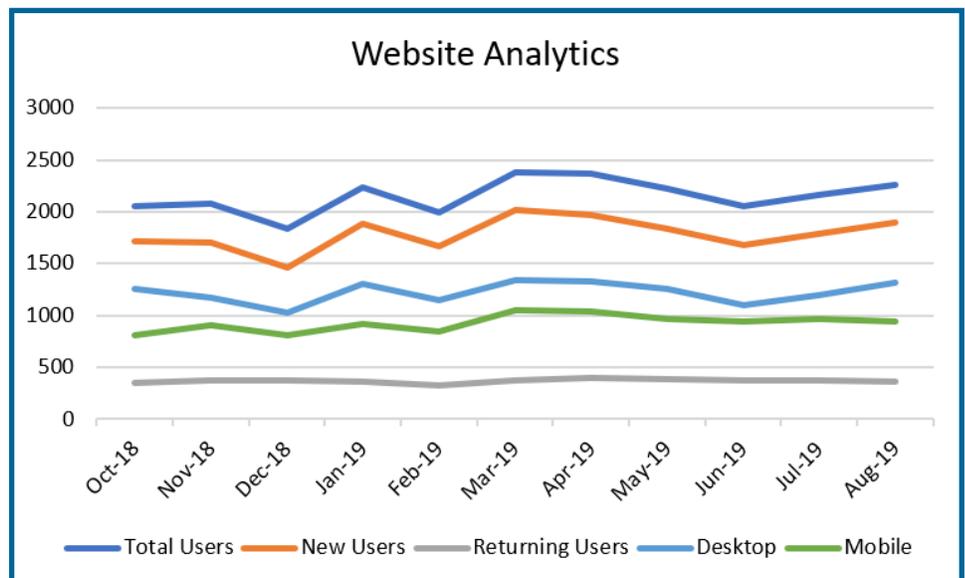
Had a failure of the access control system in City Hall. Worked with the vendor to get the failed card replaced, and the system back operational.

Took delivery and setup 4 new copiers. The older machines were taken by the vendor as trade ins. Had to install new printer drivers on several machines.

Working with Community Development and the Clerk's Office to port data from Incode to iWorq. With a non disclosure agreement with have with Tyler Technologies, I could not simply send them the database as the table and field names would be transmitted as well. Ported the data to Excel and re-named the fields.

Top 10 web pages:

1. Home Page
2. Open Jobs
3. Contacts
4. Agendas
5. Police Department
6. Building Dept
7. Bids page
8. Infrastructure
9. Community Development
10. City Commission



Community Development: Pending Development Projects

PROJECT NAME	STATUS	PROJECT TYPE	DATE STARTED	NOTES
Grand Reserve Phase 2 RePlat	Review	Preliminary Plat and construction of 117 units.	1/14/19	Pending City Commission 9/9/19
3360 Steel Rail Dr.	Pending	Building Permt Application	4/2/18	Building permit approved pending Gate completion 9/30/19.
Porchlight (SR100 LLC 240 unit multi-family project)	Review	Site Plan	4/24/18	Review Site Plan 4/24/18 Initial City Comment letter provided 5/10/18 while still waiting on information requested from applicant to obtain the E-911 addresses for the entire project; Received an amended site plan on 7/5/18, but all City comments were not addressed/resolved; Second City comment letter sent 7/24/18. As of 1/7/19 pending owner to respond and address all City comments
Steel Rail Landscape Depot	Review	Site Plan	9/24/18	Pending building permit approval 9/30/19
Carver Gymnasium Addition—Phase 1 & 2	Review	Site Plan	11/17/18	Pending Building Permit issued by the County.
Robert Little	PZA Board 8/20/19	FLUM & Re-zoning 1.354 acres	7/8/19	PZA & City Commission Boards tehn Site Plan approval.

Update: Pending Development Projects Con't

PROJECT NAME	STATUS	PROJECT TYPE	DATE STARTED	NOTES
Q17 Holdings, LLC	PZA Board 8/20/19	FLUM & Re-zoning 33.6 acres	7/29/19	PZA & City Commission Boards, then Site Plan approval
Bolotina Co	Reviewed by Staff	Site Plan	1/25/19	Building permits approved
Flagler County's Sheriff's Building	Reviewed by Staff	Site Plan	5/2/19	Pending PZA Board 9/17/19
Bob LaCasse & Co 700 S. State St	Reviewed by Staff	Rezoning, FLUM / Site Plan	4/23/19	PZA Board Rezoning – FLUM 9/17/19 and Site Plan Pending comments back from technical review committee on Site Plan
Jump for Joy	Reviewed by Staff	Special Exception to exceed 10k sq ft.	7/30/19	Pending Building Permit.

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	96.03 Tons	7.38
Commercial Garbage	186.04 Tons	14.31
Yard Waste	130 Yards	6.5
Construction & Demolition and Bulk debris	64.84 Tons	18.53

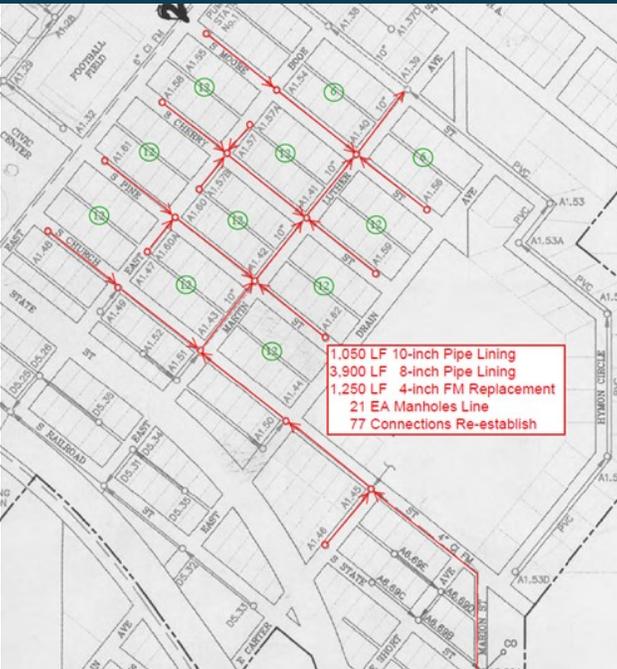
Projects

Infrastructure: West Side Sewer and Drainage Rehabilitation: Project Number 2018-01 - This project is to rehabilitate manholes, install a pipe liner, and provide storm water improvements by repairing, replacing and reshaping the swales in the western section of the City. Primarily along Deen Rd, and some of the side streets. The purpose of this project is to better storm water drainage in the area as well as mitigate storm water from getting into the wastewater collection system and overloading the wastewater plant during wet weather.

West side storm and sewer project is nearing completion. Hydroseed applied and growing, providing much needed erosion control. Engineer's punch list has been completed. Unfortunately, due to storm prep and city closure we have been unable to review with Contractor. Remaining scope is upstream conflict manhole bars to be installed per design and punch list.

This project is partially funded by a grant from the St. Johns River Water Management District (SJRWMD) Rural Economic Development Initiatives (REDI) Grant program. Additional funds are from the Wastewater Enterprise fund.

Infrastructure: South Side Sewer and Drainage Project: Project Number 2017-03 - This project is to rehabilitate manholes, install a pipe liner, and increase the size of a force main in the southeastern area of the City. The purpose of this project is to mitigate



storm water from getting into the wastewater collection system and overloading the wastewater plant during wet weather. This project is funded in part by a Community Development Block Grant from the Florida Department of Economic Opportunity. Remaining funds are from the Wastewater Enterprise Fund.

Lateral lining is underway. Conduit run and prep complete for FPL to run power to Lift Station #2.

Infrastructure: Reclaim Waterline Extension Phase II:

The City was awarded \$493,176.41 grant from the SJRWMD REDI program to further extend a reclaim water line 4500 feet along East Moody Blvd to bring reuse irrigation water to more commercial customers in the area. Bid Opening held August 29th. Selection

Committee will meet after Dorian.

Utility Master Plan: This project is to evaluate every aspect of the City's potable water, sanitary sewer, stormwater, and other systems and develop a master plan to accommodate future growth.

The City of Bunnell conducted a second town hall meeting on Tuesday, June 4th at the Coquina City Hall. The Utilities Master Plan team, comprised of Kimley-Horn, CPH, and Abelita LLC,

Projects

presented information about the master plan, economic development funding strategies, and community engagement. Notices regarding the town hall meetings were disseminated via the city's website, Facebook page, handbills given out at the Bunnell Bonanza, email distribution, and word-of-mouth. The meeting had five attendees beyond those representing the city and project team. The attendees participated in the discussion by asking questions or making comments about what was presented and expressed appreciation to the city for providing early information.

The city's online survey, launched on April 5, 2019, closed on June 10th. The survey was available through a link on the city's website and Facebook page. Announcements about the survey were made at each of the town hall meetings, the community champions' meeting with the city manager, and periodic email reminders. A total of 95 people participated in the survey, with a 100% completion rate, representing the highest participation rate of prior survey results for Bunnell. All participants answered all six questions on the survey, and some provided additional responses to open-ended questions. Of the 95 participants, 52 provided recommendations to the city concerning its communications and engagement with the community. Additionally, 56 participants provided an email address to receive communications from the city, of which 14 were duplicates of those already in the city's database and 43 were new entries. Full details of the survey results are being provided by Abelita LLC to the city in the near future.

The WWTP Capacity Analysis Report was completed by Kimley Horn and submitted to the Florida Department of Environmental Protection. This report showed the WWTP is indeed at capacity and soon to exceed its permitted capacity. By submitting this report to FLDEP, the state is going to require action on WWTP improvements to take place quickly. We have decided to push the WWTP portion of the Master Plan to top priority.

Infrastructure Department (formerly Utilities)

Staff Updates

- No new/changes in staff.

Capacities WTP/WWTP

- Capacity for the WWTP in August 2019 was 59% with a total of 4.95” of rainfall. Total influent flow for the month was 11.018 MG.
- The WTP produced 8.659 MG of drinking water, with a daily production average of 0.279MG in August 2019.
- With our WTP putting out 8.659MG and our WWTP receiving 11.018MG, we treated 2.359MG of storm/ground water. This is an decreased amount due to less rainfall, and dry grounds. Slip lining is showing improvements in wet weather flows.

Police Department

On August 6th the members of the Bunnell Police Department participated National Night Out held at FPC High School. This annual event is a community-building campaign meant to enhance relationships between neighbors and law enforcement to make our community safer.

On August 17th the Bunnell Police Department participated in “Back to School” Bash providing hundreds of needed school supplies to our local children. Great interaction with the children of the community!

On August 28th, Chief Foster, Chief Doughney, Sheriff Staly and county fire department Chief's attended the Flagler County Association of Realtors meeting in Bunnell to discuss concerns and preparations for Hurricane Dorian. It was a positive information sharing meeting and excellent turn out.



6th Annual EVENT
Back to
School MINISTRIES

G.W. Carver Community Center
201 E. Drain Street Bunnell, FL
August 17th 10am-2pm

free

- Entertainment
- Haircut gift certificates
- School supplies
- Demonstrations
- Food & Games
- Backpacks

MOVE TO IMPROVE
For more information call 386-385-8228 or visit www.jearlyn.org
Sponsored by: Jearlyn Ministries Inc. & Move to Improve Flagler