

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

LARRY WILLIAMS
CITY MANAGER



*Our Community is all about
Neighbors*

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING

Monday, April 27, 2015 at 7:00PM

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

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

Roll Call:

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

B. Introductions, Commendations, Proclamations, and Presentations:

B-1 Proclamation:

- a. "Drug Court Month"
- b. "Motorcycle Awareness Month"

B-2 Presentation: Quarterly Beautification Award Certificates

- a. **Residential:** John & Patricia Sowell - 128 Grand Reserve Dr.
- b. **Commercial:** Waste Pro of Florida, Inc. - 401 S. Bay St.

C. Consent Agenda:

- C-1 Approval of Warrant
- C-2 Approval of Minutes
 - a. 2015 04 13 City Commission Meeting Minutes
- C-3 Approve updated Safety Policy

D. Public Comments:

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

E. Ordinances: (Legislative):

E-1 Ordinance 2015-05: Amending Code of Ordinances Section 26; Off Road Vehicles-First Reading

F. Resolutions (Legislative):

- F-1 Resolution 2015-08 – Authorizing issuance of Water and Sewer Revenue Note 2015
- F-2 Resolution 2015-09 – Amending Resolution 2013-16A
- F-3 Resolution 2015-10 – Approving a Supplemental Agreement to the LAP agreement for Flagler Central Commerce Parkway

G. Old Business: *None*

H. New Business:

H-1 Request for update on the status of Bunnell Flagler County Utility - Vice Mayor Rogers

H-2 Approve the revised Interlocal Agreement between Flagler County and the City of Bunnell as it relates to the County's CDBG Application for the Carver Center Improvements-City Manager

I. Reports:

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

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at Coquina City Hall, Flagler County Government Services Building 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 ext. 2307.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on April 22, 2015



PROCLAMATION

WHEREAS, Motorcycle riding is a popular form of efficient transportation and recreation for more than 750,000 people in Florida; and

WHEREAS, It is important that the drivers of all vehicles be aware of one another and learn to share the road and practice courtesy; and

WHEREAS, Motorcycles provide a means of transportation that uses fewer resources, causes less wear and tear on public roadways, and increases available parking areas; and

WHEREAS, The safety hazards created by automobile operators who have not been educated to watch for motorcyclists on the streets and highways of Florida are of prime concern to motorcyclists; and

WHEREAS, It is especially important that the citizens of Florida be aware of motorcycles on the streets and highways and recognize the importance of motorcycle safety; and

WHEREAS, The American Bikers Aimed Toward Education (ABATE) of Florida, Vintage Chapter, representing St. Johns County, Flagler County, the City of St. Augustine, St. Augustine Beach, the City of Bunnell, the City of Palm Coast, and the City of Flagler Beach is an organization that is actively promoting the safe operation, increased rider training, and increased motorist awareness of motorcycles; and

WHEREAS, It is important to recognize the need for awareness on the part of all drivers, especially with regard to sharing the road with motorcycles, and to honor motorcyclists' many contributions to the communities in which they live and ride.

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 month of May, 2015 as

"MOTORCYCLE AWARENESS MONTH"

Adopted this 27th day of April, 2015

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Seal:



PROCLAMATION

WHEREAS, drug courts are an effective tool for reducing substance abuse and crime in our criminal justice system; and

WHEREAS, for more than 25 years, drug courts have been restoring lives, reuniting families and making communities across the nation safe through 2,840 operational drug courts; and

WHEREAS, drug courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and

WHEREAS, research shows that drug courts are demonstratively effective and significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at a lower cost than any other justice strategy; and

WHEREAS, Flagler County Adult Drug Court began in 2006 and 106 people have graduated from the program; and

WHEREAS, 75 percent of Flagler County Adult Drug Court graduates had no new felony charges and 92 percent of graduates had no new drug charges; and

WHEREAS, the judges, attorneys, treatment and rehabilitation professionals, court personnel and others dedicated to drug courts and similar programs are healing families in this community; and

WHEREAS, the Bunnell City Commission recognizes the successful work of the practitioners and participants of drug court programs to reduce the impact of drug abuse in our community;

NOW, THEREFORE, WE, THE CITY COMMISSION OF BUNNELL, FLORIDA, do hereby proclaim May 2015 as:

"DRUG COURT MONTH"

in the City of Bunnell and urge all citizens to recognize the significant contributions of drug courts and congratulate this year's drug court graduates.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

The City of Bunnell



Beautification Award (Residential Category) *1st Quarter 2015*

This Certificate is presented to John and Patricia Sowell in recognition of the most improved, well-maintained appearance of a residence at 128 Grand Reserve Drive in the City of Bunnell.

Catherine D. Robinson, Mayor

Presented this 27th day of April 2015

The City of Bunnell

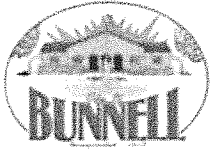


Beautification Award (Commercial Category) *1st Quarter 2015*

This Certificate is presented to Waste Pro of Florida, Inc. in recognition of the most improved, well-maintained appearance of a business at 401 South Bay Street in the City of Bunnell.

Catherine D. Robinson, Mayor

Presented this 27th day of April, 2015



(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
	03/26/2015	Bankcard Center	(2) Vaccum's New City Hall &	001-1315020	371.94
	03/30/2015	Bankcard Center	Knox Box New City Hall	001-1315020	330.00
	03/31/2015	Florida Power & Light	02735-15254 - GF - 201 W Moo	001-1315020	40.70
	03/31/2015	Florida Power & Light	08456-32520 - GF - 201 W Mo	001-1315020	441.42
	03/31/2015	Florida Power & Light	47802-16398 - GF - 201 W Mo	001-1315020	676.49
	03/31/2015	Florida Power & Light	50935-93118 - GF - 201 W Mo	001-1315020	22.11
	03/31/2015	Florida Power & Light	51926-14112 - 201 W Moody	001-1315020	56.15
	03/31/2015	Florida Power & Light	56661-53118 201 W Moody B	001-1315020	59.73
	04/01/2015	Palm Coast Heating & Air Con	Repair Leak in City Manager O	001-1315020	50.00
	04/01/2015	Bankcard Center	ADT Security System	001-1315020	128.37
	04/01/2015	Bankcard Center	ADT Security System	001-1315020	110.00
	04/01/2015	Bankcard Center	ADT Security System	001-1315020	128.37
	04/13/2015	Samuel Cooper	Hall Security Deposit Refund	001-2201000	125.00
	04/13/2015	SunCoast Electrical Contracto	Light Repair	001-1315020	390.00
	04/14/2015	DG Hardware, Inc.	Filter - PD	001-1315020	26.95
	04/14/2015	DG Hardware, Inc.	Paint For Trimm New City Hall	001-1315020	35.60
	04/14/2015	DG Hardware, Inc.	Battery - PD	001-1315020	17.98
	04/15/2015	Sun Life & Health Insurance C	Dental Premiums	001-2184000	3,097.41
	04/06/2015	DG Hardware, Inc.	Battery Exit Light Comm Bldg	001-1315020	8.99
	04/08/2015	Bankcard Center	ADT Security System	001-1315020	128.37
	04/09/2015	DG Hardware, Inc.	Paint For Trimm New City Hall	001-1315020	78.27
					6,323.85
Department: 511 - Legislative					
	03/25/2015	Southeastern Surveying and	Surveying Services Southside	001-0511-511.3100	9,492.00
	03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	001-0511-511.5100	113.57
			Department 511 - Legislative Total:		9,605.57
Department: 512 - Executive					
	03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	001-0512-512.4100	79.51
			Department 512 - Executive Total:		79.51
Department: 513 - Financial and Administrative					
	03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	001-0513-513.4100	332.41
	03/31/2015	Document Technologies	LRM4Y00834 Copier Overage	001-0513-513.4700	6.20
	04/15/2015	State of Florida Department o	Local Phone Service thru 3/26	001-0513-513.4100	89.15
	04/15/2015	State of Florida Department o	Phone Charges Instate & Out	001-0513-513.4100	0.65
	04/02/2015	DEX Imaging	Copier Overage 1st Floor N2J	001-0513-513.4600	178.30
	04/05/2015	LEAF	Copier Lease Finance/Utility B	001-0513-513.4400	31.80
	04/05/2015	GE Capital	Copier Lease - Admin 3rd Floo	001-0513-513.4400	89.00
	04/06/2015	Bankcard Center	Office Supplies and Picture m	001-0513-513.5100	25.28
	04/06/2015	Bankcard Center	Office Supplies and Picture m	001-0513-513.5100	14.98
			Department 513 - Financial and Administrative Total:		767.77
Department: 514 - Legal Counsel					
	04/01/2015	Charles J. Cino	PZA Legal Fees - April 2015	001-0514-514.3106	25.49
	04/01/2015	Charles J. Cino	Code Board Legal Fees - April	001-0514-514.3106	350.00
			Department 514 - Legal Counsel Total:		375.49
Department: 517 - Information Technology					
	03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	001-0517-517.4100	36.13
			Department 517 - Information Technology Total:		36.13
Department: 521 - Law Enforcement					
	03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	001-0521-521.4100	258.09
	03/30/2015	State of Florida Department o	Wireless Air Cards PD- Februa	001-0521-521.4100	288.56
	03/30/2015	State of Florida Department o	Wireless Air Cards PD	001-0521-521.4100	36.07

(None)

Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
03/31/2015	Lynch Oil Company	PD Fuel for 3/31/15	001-0521-521.5210	575.25
04/15/2015	State of Florida Department o	Local Phone Service thru 3/26	001-0521-521.4100	17.83
04/15/2015	State of Florida Department o	Phone Charges Instate & Out	001-0521-521.4100	0.14
04/02/2015	Bankcard Center	Officer Uniform Dry Cleaning	001-0521-521.3410	104.00
04/03/2015	Bunnell Feed & Supply Inc.	K-9 Dog Food	001-0521-521.4603	45.95
04/06/2015	Florida Power & Light	01235-95431 - GF PD - 601 E	001-0521-521.4300	5.64
04/06/2015	Florida Power & Light	19639-02331 - GF PD - 411 S	001-0521-521.4300	5.64
04/06/2015	Florida Power & Light	29732-82177 - GF PD - 201 E	001-0521-521.4300	5.64
04/06/2015	Florida Power & Light	60520-97182 - GF PD - 205 S	001-0521-521.4300	5.64
04/06/2015	Florida Power & Light	68117-21478 - GF PD - 400 S	001-0521-521.4300	5.64
04/06/2015	Bankcard Center	CREDIT - Tax	001-0521-521.4600	-1.25
04/06/2015	Florida Power & Light	79034-46115 - 410 S State St -	001-0521-521.4300	5.64
04/06/2015	Florida Power & Light	93326-99348 - GF PD - 312 S S	001-0521-521.4300	5.64
04/06/2015	Bankcard Center	Parts for Vehicle 804	001-0521-521.4620	5.20
04/06/2015	Bankcard Center	Parts for Vehicle 804	001-0521-521.4620	12.50
04/07/2015	Lynch Oil Company	PD Fuel - 254 gallons	001-0521-521.5210	595.90
Department 521 - Law Enforcement Total:				1,977.72

Department: 522 - Fire Control

10/31/2014	Maudlin Daytona	CREDIT	001-0522-522.4620	-66.59
03/11/2015	Bankcard Center	FF of the Year Award	001-0522-522.5200	62.00
03/12/2015	SouthEast Power Systems of	Rebuild Alternator on W-63	001-0522-522.4620	309.19
03/26/2015	Bankcard Center	Cleaning Supplies	001-0522-522.5200	69.22
03/30/2015	State of Florida Department o	Wireless Air Cards FD	001-0522-522.4100	108.21
03/30/2015	Bankcard Center	Gear Hangars	001-0522-522.5220	221.29
03/31/2015	O'reilly Automotive Inc	Batteries -FD # W63	001-0522-522.4620	217.50
03/31/2015	Ten-8 Fire Equipment Inc.	2 sets strucutre pants and coa	001-0522-522.5220	2,740.95
04/01/2015	Medi-Quick Urgent Care	Employee Physical - Kocik, Ric	001-0522-522.3400	65.00
04/13/2015	Bunnell Auto Supply, Inc.	Rear Spot Light - FD #E62	001-0522-522.4620	14.99
04/15/2015	State of Florida Department o	Local Phone Service thru 3/26	001-0522-522.4100	17.83
04/15/2015	State of Florida Department o	Phone Charges Instate & Out	001-0522-522.4100	0.68
04/02/2015	Sun Country Termite & Pest C	Pest Control Fire Department	001-0522-522.3400	40.00
04/03/2015	DG Hardware, Inc.	Black Markers	001-0522-522.4620	8.98
04/06/2015	Florida Power & Light	95189-09859 - GF FD - 1601 O	001-0522-522.4300	220.47
04/06/2015	Communications Internationa	Open PO - Radio parts and re	001-0522-522.4630	321.61
04/07/2015	Lynch Oil Company	Fuel	001-0522-522.5210	323.23
04/08/2015	CISS, Inc.	Background Check - Juliano, P	001-0522-522.3400	55.00
06/03/2013	Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
Department 522 - Fire Control Total:				4,699.56

Department: 524 - Community Development

03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	001-0524-524.4100	163.63
03/31/2015	Document Technologies	LRM4Y00834 Copier Overage	001-0524-524.4700	6.20
04/12/2015	Sprint	Cell Phone Service - CD	001-0524-524.4100	20.21
04/08/2015	Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0524-524.3401	504.00
Department 524 - Community Development Total:				694.04

Department: 541 - Road and Street Facilities

02/26/2015	Boulevard Tire Center	Ztrac Tires	001-0541-541.4640	200.00
03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	001-0541-541.4100	72.27
03/31/2015	Florida Power & Light	16455-03937 SPLIT - PW 301	001-0541-541.4300	134.70
03/31/2015	Florida Power & Light	16455-03937 SPLIT - PW 301	001-0541-541.4300	247.78
03/31/2015	Halifax Paving, Inc.	Asphalt Repair	001-0541-541.5300	682.56
03/31/2015	Florida Power & Light	37390-07957 - GF PW - Street	001-0541-541.4300	3,131.41
03/31/2015	Florida Power & Light	73276-60176 - GF PW - 212 1/	001-0541-541.4300	8.08
04/01/2015	DG Hardware, Inc.	Wheel Grinds	001-0541-541.5200	16.95
04/01/2015	Expert Chemical Sales & Servi	Zep Hand Soap 1 Case	001-0541-541.5200	80.00
04/01/2015	Florida Power & Light	37400-05982 - GF PW - Traffic	001-0541-541.4300	177.86
04/01/2015	UniFirst Corporation	Uniform Rental	001-0541-541.5220	42.54
04/10/2015	Tri-County Oxygen	Roll Of Wire & 1 Bottle Oxyge	001-0541-541.5200	90.00
04/13/2015	Bunnell Auto Supply, Inc.	Paint Spray Gun	001-0541-541.4620	47.99
04/14/2015	Lynch Oil Company	Fuel	001-0541-541.5210	243.32

Warrant
(None)

Payable Dates: - 4/27/2015 Post Dates: - 4/27/2015

Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
04/15/2015	State of Florida Department o	Local Phone Service thru 3/26	001-0541-541.4100	17.83
04/15/2015	DG Hardware, Inc.	Door Stop Hinge	001-0541-541.5200	9.42
04/15/2015	DG Hardware, Inc.	Pliers	001-0541-541.5200	15.28
04/15/2015	UniFirst Corporation	Uniform Rental	001-0541-541.5220	44.45
04/15/2015	Bankcard Center	Slope Mower Rear Tires (2)	001-0541-541.4640	1,000.00
04/16/2015	DG Hardware, Inc.	CREDIT - Door Stop Hinge	001-0541-541.5200	-9.42
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0541-541.5200	52.80
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0541-541.5200	57.00
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0541-541.5200	27.37
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0541-541.5200	10.14
04/06/2015	Florida Power & Light	56811-06810 - GF PW - 208 S	001-0541-541.4300	173.55
04/06/2015	Florida Power & Light	56821-04848 - GF PW - 202 S	001-0541-541.4300	23.62
04/06/2015	Florida Power & Light	56831-02874 - GF PW - 200 S	001-0541-541.4300	70.90
04/06/2015	Florida Power & Light	66311-06884 - GF PW - 200 S	001-0541-541.4300	76.68
04/06/2015	Summerville Electric, Inc.	March 2015 Signal Billing	001-0541-541.3400	60.00
04/07/2015	Flagler Power Equipment	Grass Attack Line	001-0541-541.5200	119.96
04/07/2015	Flagler Power Equipment	6' Extension	001-0541-541.4640	18.95
04/07/2015	Lynch Oil Company	Fuel	001-0541-541.5210	58.34
04/07/2015	Lynch Oil Company	Fuel	001-0541-541.5215	892.76
04/07/2015	Lynch Oil Company	Fuel	001-0541-541.5210	498.44
04/08/2015	GE Capital	Copier Lease - PW - N2P1Z03	001-0541-541.4400	74.50
04/08/2015	UniFirst Corporation	Uniform Rental	001-0541-541.5220	39.96
04/09/2015	DG Hardware, Inc.	Locks 2 Boxes	001-0541-541.5200	191.88
04/09/2015	DG Hardware, Inc.	Key Schlage	001-0541-541.5200	4.48

Department 541 - Road and Street Facilities Total: 8,704.35

Department: 572 - Parks and Recreation

03/31/2015	Advanced Auto Parts	Belt Tensioner, Idler Pulley &	001-0572-572.4620	96.49
04/01/2015	DG Hardware, Inc.	Cleaning Supply	001-0572-572.5200	5.84
04/01/2015	SunCoast Electrical Contracto	Light Repair For Facilities	001-0572-572.4610	305.00
04/01/2015	UniFirst Corporation	Uniform Rental	001-0572-572.5220	15.29
04/10/2015	DG Hardware, Inc.	Battery	001-0572-572.5200	17.98
04/10/2015	Bunnell Auto Supply, Inc.	Hydraulic Filter & Putty	001-0572-572.4620	50.94
04/10/2015	City Electric Supply	Battery	001-0572-572.5200	35.50
04/14/2015	Lynch Oil Company	Fuel	001-0572-572.5210	125.11
04/15/2015	DG Hardware, Inc.	Ladder	001-0572-572.5200	38.69
04/15/2015	UniFirst Corporation	Uniform Rental	001-0572-572.5220	16.80
04/15/2015	Bankcard Center	Cleaning Supplies	001-0572-572.5200	105.00
04/16/2015	DG Hardware, Inc.	Pushbroom	001-0572-572.4610	34.19
04/16/2015	DG Hardware, Inc.	Pruner	001-0572-572.5200	25.18
04/02/2015	Sun Country Termite & Pest C	Pest Control Services Facilities	001-0572-572.3400	75.00
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0572-572.5200	27.38
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0572-572.5200	57.00
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0572-572.5200	52.80
04/02/2015	Ver-E-Safe Solutions, LLC	Safety Supplies	001-0572-572.5200	10.14
04/02/2015	SunCoast Electrical Contracto	Light Repair For Facilities	001-0572-572.4610	300.00
04/06/2015	Florida Power & Light	14322-90094 - GF PW - 202 S	001-0572-572.4300	1,280.97
04/06/2015	DG Hardware, Inc.	Cleaning Supplies	001-0572-572.5200	9.96
04/06/2015	DG Hardware, Inc.	Fastners - PD	001-0572-572.4610	16.47
04/06/2015	DG Hardware, Inc.	Fastners	001-0572-572.4610	3.62
04/06/2015	Florida Power & Light	28635-95142 - GF PR - 400 E	001-0572-572.4300	29.24
04/06/2015	Florida Power & Light	66101-01831 - GF PR / PD - 20	001-0572-572.4300	389.36
04/07/2015	Lynch Oil Company	Fuel	001-0572-572.5210	106.07
04/08/2015	UniFirst Corporation	Uniform Rental	001-0572-572.5220	21.19
04/09/2015	DG Hardware, Inc.	Elbow & Air Filter	001-0572-572.4610	10.41
04/09/2015	DG Hardware, Inc.	Air Filter	001-0572-572.4610	4.49

Department 572 - Parks and Recreation Total: 3,266.11

Fund 001 - GENERAL FUND Total: 36,530.10

(None)

Fund: 401 - ENTERPRISE FUND

Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
Department: 533 - Water Utility Services				
03/20/2015	Joe Quaglia	CEU Credit - Online Courses -	401-0533-533.5500	60.00
03/26/2015	Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	593.23
03/26/2015	Dumont Company, Inc.	WTP Chemicals	401-0533-533.5205	80.24
03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	401-0533-533.4100	37.17
03/30/2015	U Name It	City of Bunnell Visor Royal Blu	401-0533-533.5220	58.00
03/30/2015	Modular Space Corporation	Modular Space Rental WTP '1	401-0533-533.4400	476.48
03/31/2015	Sunshine State One Call of Flo	Monthly Assessment Billing/L	401-0533-533.3401	3.26
03/31/2015	Universal Engineering Science	BPO-Ion Exchange Geotechnic	401-0533-533.3111	300.00
03/31/2015	Florida Power & Light	16455-03937 SPLIT - WS 301	401-0533-533.4300	123.89
03/31/2015	Florida Power & Light	16455-03937 SPLIT - WS 301	401-0533-533.4300	67.35
03/31/2015	Florida Power & Light	23515-07823 - WS - 37 Briarw	401-0533-533.4300	116.35
03/31/2015	O'reilly Automotive Inc	Sprk Plug, Air/Oil Filters, Wipe	401-0533-533.4620	129.31
03/31/2015	O'reilly Automotive Inc	Carb Cleaner - UT #914	401-0533-533.4620	11.45
03/31/2015	O'reilly Automotive Inc	Air Filter - UT #914	401-0533-533.4620	4.94
03/31/2015	O'reilly Automotive Inc	CREDIT - Return air Filter	401-0533-533.4620	-7.16
04/01/2015	O'reilly Automotive Inc	Plug Remover - UT#914	401-0533-533.4620	50.00
04/01/2015	Office Depot Inc	Cushion Seat	401-0533-533.5102	16.63
04/01/2015	Office Depot Inc	Binders & Tissue	401-0533-533.5102	4.32
04/01/2015	Office Depot Inc	Binders	401-0533-533.5102	6.34
04/01/2015	UniFirst Corporation	Uniform Rental	401-0533-533.5220	32.59
04/10/2015	DG Hardware, Inc.	Nut Driver, Dawn & Shovel	401-0533-533.5205	14.16
04/12/2015	Sprint	Cell Phone Service - W/S 3/9-	401-0533-533.4100	10.10
04/14/2015	Bunnell Auto Supply, Inc.	Adapters & Connectors	401-0533-533.4620	35.85
04/14/2015	Lynch Oil Company	Fuel	401-0533-533.5210	121.66
04/15/2015	State of Florida Department o	Local Phone Service thru 3/26	401-0533-533.4100	44.58
04/15/2015	DG Hardware, Inc.	Battery & Light Bulbs	401-0533-533.5205	27.86
04/15/2015	State of Florida Department o	Local Phone Service thru Mar	401-0533-533.4100	1.16
04/15/2015	Bunnell Auto Supply, Inc.	Ptex	401-0533-533.4620	3.75
04/15/2015	UniFirst Corporation	Uniform Rental	401-0533-533.5220	32.59
04/02/2015	O'reilly Automotive Inc	Ignition Coil - UT#914	401-0533-533.4620	18.09
04/04/2015	Staples Advantage	Ink	401-0533-533.5102	43.52
04/04/2015	Staples Advantage	Bider & Toner	401-0533-533.5102	25.59
04/04/2015	Staples Advantage	Stamp	401-0533-533.5102	16.45
04/05/2015	LEAF	Copier Lease Finance/Utility B	401-0533-533.4400	23.85
04/06/2015	Florida Power & Light	08857-07703 - WS - 1605 E M	401-0533-533.4300	2,015.91
04/06/2015	Florida Power & Light	59268-64496 - WS - 1605 E M	401-0533-533.4300	81.40
04/06/2015	Florida Power & Light	68235-93451 - WS - 1601 Old	401-0533-533.4300	164.98
04/07/2015	O'reilly Automotive Inc	Metallic Pads	401-0533-533.4620	9.49
04/07/2015	O'reilly Automotive Inc	Distributor & Control Module	401-0533-533.4620	64.44
04/07/2015	O'reilly Automotive Inc	Caliper , Pad & Hose	401-0533-533.4620	52.05
04/07/2015	O'reilly Automotive Inc	CREDIT - Metallic Pad	401-0533-533.4620	-9.50
04/07/2015	Palm Coast Ford	Engine Diagnostics for UT Tru	401-0533-533.4620	105.12
04/07/2015	Lynch Oil Company	Fuel	401-0533-533.5210	58.56
04/07/2015	Lynch Oil Company	Fuel	401-0533-533.5210	22.50
04/08/2015	GE Capital	Copier Lease - WS - N2P1Z035	401-0533-533.4400	37.25
04/08/2015	UniFirst Corporation	Uniform Rental	401-0533-533.5220	32.59
04/09/2015	DG Hardware, Inc.	Carwash, Brush & Sponge	401-0533-533.5205	14.30
04/09/2015	O'reilly Automotive Inc	Ignition Module	401-0533-533.4620	19.55
Department 533 - Water Utility Services Total:				5,252.24
Department: 535 - Sewer / Wastewater Services				
01/31/2014	Miller Pipeline Corp	CREDIT on INV 392533	401-0535-535.6300	-200.00
03/26/2015	Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0535-535.5200	593.22
03/26/2015	Dumont Company, Inc.	WWTP Chemicals	401-0535-535.5200	374.64
03/27/2015	Bright House Networks	Hosted Voice Service - 4/2-5/	401-0535-535.4100	37.17
03/30/2015	U Name It	City of Bunnell Visor Royal Blu	401-0535-535.5220	58.00
03/30/2015	Environmental Control Syste	Pump and Clean Out Septic Ta	401-0535-535.3400	50.00
03/31/2015	Sunshine State One Call of Flo	Monthly Assessment Billing/L	401-0535-535.3400	3.26
03/31/2015	Florida Power & Light	06115-08987 - WS - 501 Deen	401-0535-535.4300	23.26

Warrant
(None)

Payable Dates: - 4/27/2015 Post Dates: - 4/27/2015

Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
03/31/2015	Florida Power & Light	09445-94365 - WS - 2904 E H	401-0535-535.4300	11.51
03/31/2015	Florida Power & Light	16455-03937 SPLIT - WS 301	401-0535-535.4300	123.89
03/31/2015	Florida Power & Light	16455-03937 SPLIT - WS 301	401-0535-535.4300	67.35
03/31/2015	Florida Power & Light	16525-04919 - WS - 305 S Tol	401-0535-535.4300	5,058.47
03/31/2015	Florida Power & Light	16885-09957 - WS - 103 Deen	401-0535-535.4300	21.27
03/31/2015	Florida Power & Light	27076-01973 - WS - 321 S Bay	401-0535-535.4300	14.88
03/31/2015	Florida Power & Light	27516-03917 - WS - 1200 Linc	401-0535-535.4300	65.27
03/31/2015	O'reilly Automotive Inc	Sprk Plug, Air/Oil Filters, Wipe	401-0535-535.4620	129.31
03/31/2015	O'reilly Automotive Inc	Carb Cleaner - UT #914	401-0535-535.4620	11.45
03/31/2015	O'reilly Automotive Inc	Air Filter - UT #914	401-0535-535.4620	4.94
03/31/2015	O'reilly Automotive Inc	CREDIT - Return air Filter	401-0535-535.4620	-7.16
03/06/2015	Economy Control Systems, Inc	PB Latch Kit - WWTP	401-0535-535.6400	119.40
03/06/2015	Economy Control Systems, Inc	PB Latch Kit - WWTP	401-0535-535.6400	9.96
03/08/2015	GE Capital	Copier Lease - WS - N2P1Z035	401-0535-535.4400	0.01
04/01/2015	O'reilly Automotive Inc	Plug Remover - UT#914	401-0535-535.4620	49.99
04/01/2015	Office Depot Inc	Cushion Seat	401-0535-535.5100	16.63
04/01/2015	Office Depot Inc	Binders & Tissue	401-0535-535.5100	4.32
04/01/2015	Office Depot Inc	Binders	401-0535-535.5100	6.34
04/01/2015	UniFirst Corporation	Uniform Rental	401-0535-535.5220	32.59
04/10/2015	DG Hardware, Inc.	Nut Driver, Dawn & Shovel	401-0535-535.5200	14.16
04/12/2015	Sprint	Cell Phone Service - W/S 3/9-	401-0535-535.4100	10.11
04/14/2015	Bunnell Auto Supply, Inc.	Adapters & Connectors	401-0535-535.4620	35.84
04/14/2015	Lynch Oil Company	Fuel	401-0535-535.5210	121.67
04/15/2015	State of Florida Department o	Local Phone Service thru 3/26	401-0535-535.4100	49.78
04/15/2015	State of Florida Department o	Local Phone Service thru Mar	401-0535-535.4100	0.34
04/15/2015	Bunnell Auto Supply, Inc.	Ptex	401-0535-535.4620	3.74
04/15/2015	UniFirst Corporation	Uniform Rental	401-0535-535.5220	32.59
04/02/2015	Miller Bearings Inc	Replacement Parts for East BT	401-0535-535.4640	372.99
04/02/2015	Miller Bearings Inc	Replacement Parts for East BT	401-0535-535.4640	10.00
04/02/2015	O'reilly Automotive Inc	Ignition Coil - UT#914	401-0535-535.4620	18.08
04/03/2015	Environmental Control Syste	Pump and Clean Out Septic Sy	401-0535-535.3400	50.00
04/04/2015	Staples Advantage	Ink	401-0535-535.5100	43.51
04/04/2015	Staples Advantage	Bider & Toner	401-0535-535.5100	25.59
04/04/2015	Staples Advantage	Stamp	401-0535-535.5100	16.45
04/05/2015	LEAF	Copier Lease Finance/Utility B	401-0535-535.4400	23.85
04/06/2015	Florida Power & Light	01408-42220 - WS - 237 Gran	401-0535-535.4300	41.37
04/06/2015	Florida Power & Light	05365-06116 - WS - 612 N Or	401-0535-535.4300	15.41
04/06/2015	Florida Power & Light	26391-00821 - WS - 1004 S St	401-0535-535.4300	38.97
04/06/2015	Florida Power & Light	34080-03816 - WS - 410 N An	401-0535-535.4300	87.67
04/06/2015	Florida Power & Light	38244-16469 - WS - 301 S An	401-0535-535.4300	320.60
04/06/2015	Florida Power & Light	76171-09884 - WS - 1200 E M	401-0535-535.4300	59.41
04/06/2015	Florida Power & Light	82864-01883 - WS - 2250 Old	401-0535-535.4300	59.29
04/06/2015	Florida Power & Light	95527-02467 - WS - 1300 S U	401-0535-535.4300	19.60
04/07/2015	ORMOND SEPTIC SYSTEMS	Hauling and Treatment of Bio	401-0535-535.3400	950.00
04/07/2015	O'reilly Automotive Inc	Metallic Pads	401-0535-535.4620	9.50
04/07/2015	O'reilly Automotive Inc	Distributor & Control Module	401-0535-535.4620	64.44
04/07/2015	O'reilly Automotive Inc	Caliper , Pad & Hose	401-0535-535.4620	52.05
04/07/2015	O'reilly Automotive Inc	CREDIT - Metallic Pad	401-0535-535.4620	-9.49
04/07/2015	Bankcard Center	FDEP OCP Renewal License #	401-0535-535.5500	75.00
04/07/2015	Palm Coast Ford	Engine Diagnostics for UT Tru	401-0535-535.4620	105.11
04/07/2015	Lynch Oil Company	Fuel	401-0535-535.5210	58.56
04/07/2015	Lynch Oil Company	Fuel	401-0535-535.5210	22.50
04/08/2015	GE Capital	Copier Lease - WS - N2P1Z035	401-0535-535.4400	37.25
04/09/2015	DG Hardware, Inc.	Carwash, Brush & Sponge	401-0535-535.5200	14.29
04/09/2015	O'reilly Automotive Inc	Ignition Module	401-0535-535.4620	19.56
Department 535 - Sewer / Wastewater Services Total:				9,549.76

Warrant

Payable Dates: - 4/27/2015 Post Dates: - 4/27/2015

(None)

Payable Date

Vendor Name

Description (Payable)

Account Number

Amount

Department: 536 - Engineering - Utilities

04/15/2015

State of Florida Department o

Local Phone Service thru 3/26 401-0536-536.4100

17.83

Department 536 - Engineering - Utilities Total: 17.83

Fund 401 - ENTERPRISE FUND

Total: 14,819.83

Warrant

Payable Dates: - 4/27/2015 Post Dates: - 4/27/2015

(None)

Fund: 402 - SOLID WASTE

Department: 534 - Garbage / Solid Waste Control Services

Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
03/20/2015	Waste Management – Deland	SW Dumping Fees	402-0534-534.3400	71.52
03/27/2015	Central Hydraulics, Inc.	Seal Kit - SW #932	402-0534-534.4600	49.13
03/27/2015	Bright House Networks	Hosted Voice Service - SW 4/2	402-0534-534.4100	55.24
03/28/2015	Environmental Land Services	SW Dumping Fees	402-0534-534.3400	176.00
03/30/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	268.01
03/30/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	514.11
03/30/2015	Toter	Solid Waste Containers	402-0534-534.4640	619.00
03/30/2015	Toter	Solid Waste Containers	402-0534-534.5200	90.00
03/30/2015	Toter	Solid Waste Containers	402-0534-534.5264	938.00
03/31/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	486.14
03/31/2015	Document Technologies	LRM4Y00834 Copier Overage	402-0534-534.4700	6.20
04/01/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	622.71
04/10/2015	Waste Management – Deland	Solid Waste Dumping Fees	402-0534-534.3400	96.96
04/10/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	321.14
04/10/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	445.59
04/10/2015	O'reilly Automotive Inc	Blower Motors	402-0534-534.4620	114.44
04/10/2015	O'reilly Automotive Inc	Solenoid	402-0534-534.4620	33.25
04/13/2015	Bunnell Auto Supply, Inc.	Solenoid	402-0534-534.4620	43.49
04/13/2015	Bunnell Auto Supply, Inc.	Wire Brush	402-0534-534.4620	14.49
04/14/2015	Lynch Oil Company	Diesel Fuel SW Blanket PO	402-0534-534.5210	1,057.13
04/15/2015	UniFirst Corporation	Uniform Rental	402-0534-534.5220	14.40
04/02/2015	Waste Management – Deland	SW Dumping Fees	402-0534-534.3400	42.24
04/02/2015	Boulevard Tire Center	Blanket PO- Solid Waste Tires	402-0534-534.4620	612.09
04/02/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	490.34
04/02/2015	Bunnell Auto Supply, Inc.	Hyd Hose & Fitting	402-0534-534.4620	124.90
04/03/2015	Waste Management – Deland	SW Dumping Fees	402-0534-534.3400	67.92
04/03/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	313.22
04/03/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	479.62
04/05/2015	LEAF	Copier Lease Finance/Utility B	402-0534-534.4400	31.80
04/06/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	605.00
04/06/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	296.91
04/07/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	614.32
04/07/2015	Lynch Oil Company	Diesel Fuel SW Blanket PO	402-0534-534.5210	902.18
04/08/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	508.05
04/08/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	164.07
04/08/2015	UniFirst Corporation	Uniform Rental	402-0534-534.5220	14.48
04/09/2015	Waste Management - Ormon	Solid Waste Dumping	402-0534-534.3400	530.89
04/09/2015	Bunnell Auto Supply, Inc.	Headlight - SW#905	402-0534-534.4620	9.49
Department 534 - Garbage / Solid Waste Control Services Total:				11,844.47
Fund 402 - SOLID WASTE Total:				11,844.47

Warrant

Payable Dates: - 4/27/2015 Post Dates: - 4/27/2015

(None)	Payable Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 403 - BUNNELL FLAGLER UTILITIES					
Department: 533 - Water Utility Services					
	03/31/2015	Document Technologies	LRM4Y00834 Copier Overage	403-0533-533.4700	30.97
	04/01/2015	UniFirst Corporation	Uniform Rental	403-0533-533.5220	17.80
	04/05/2015	LEAF	Copier Lease Finance/Utility B	403-0533-533.4400	23.85
Department 533 - Water Utility Services Total:					72.62
Department: 535 - Sewer / Wastewater Services					
	03/31/2015	Document Technologies	LRM4Y00834 Copier Overage	403-0535-535.4700	30.97
	04/05/2015	LEAF	Copier Lease Finance/Utility B	403-0535-535.4400	23.85
Department 535 - Sewer / Wastewater Services Total:					54.82
Fund 403 - BUNNELL FLAGLER UTILITIES Total:					127.44
Grand Total:					63,321.84

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	36,530.10
401 - ENTERPRISE FUND	14,819.83
402 - SOLID WASTE	11,844.47
403 - BUNNELL FLAGLER UTILITIES	127.44
Grand Total:	63,321.84

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Ex	9,492.00
001-0511-511.5100	Office Supplies Expenses	113.57
001-0512-512.4100	Communications Expens	79.51
001-0513-513.4100	Communications Expens	422.21
001-0513-513.4400	Rental / Lease Expense	120.80
001-0513-513.4600	Repair / Maint - Service	178.30
001-0513-513.4700	Printing / Binding Expen	6.20
001-0513-513.5100	Office Supplies Expense	40.26
001-0514-514.3106	Legal Services - Bldg Exp	375.49
001-0517-517.4100	Communications Expens	36.13
001-0521-521.3410	Other Contract-Dry Clea	104.00
001-0521-521.4100	Communications Expens	600.69
001-0521-521.4300	Utility - Public Services	39.48
001-0521-521.4600	Repair / Maint - Service	-1.25
001-0521-521.4603	Other Current Chgs - K-9	45.95
001-0521-521.4620	Repair / Maint - Vehicles	17.70
001-0521-521.5210	Fuel	1,171.15
001-0522-522.3400	Other Contract Services	160.00
001-0522-522.4100	Communications Expens	126.72
001-0522-522.4300	Utility - Public Services	220.47
001-0522-522.4620	Repair / Maint - Vehicles	484.07
001-0522-522.4630	Repair / Maint - Contrac	321.61
001-0522-522.5200	Operating Supplies	101.22
001-0522-522.5210	Fuel	323.23
001-0522-522.5220	Uniforms Exp	2,962.24
001-0524-524.3401	Bldg / Fire Inspection Ex	504.00
001-0524-524.4100	Communications Expens	183.84
001-0524-524.4700	Printing / Binding Expen	6.20
001-0541-541.3400	Other Contract Services	60.00
001-0541-541.4100	Communications Expens	90.10
001-0541-541.4300	Utility - Public Services	4,044.58
001-0541-541.4400	Rental / Lease Expense	74.50
001-0541-541.4620	Repair / Maint - Vehicles	47.99
001-0541-541.4640	Equipment Repair & Mai	1,218.95
001-0541-541.5200	Operating Supplies	665.86
001-0541-541.5210	Fuel	800.10
001-0541-541.5215	Fuel - Off Road Diesel	892.76
001-0541-541.5220	Uniforms Exp	126.95
001-0541-541.5300	Road Repair Local Optio	682.56
001-0572-572.3400	Other Contract Services	75.00
001-0572-572.4300	Utility - Public Services	1,699.57
001-0572-572.4610	Repair / Maint - Bldgs	674.18
001-0572-572.4620	Repair / Maint - Vehicles	147.43
001-0572-572.5200	Operating Supplies	385.47
001-0572-572.5210	Fuel	231.18
001-0572-572.5220	Uniforms Exp	53.28
001-1315020	Due from Muni cmplx fu	3,101.44
001-2184000	Med/Health Employee Li	3,097.41
001-2201000	Deposits Paybl - CtyHall/	125.00

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.3111	Professional Services Ex	300.00
401-0533-533.3401	Other Contract Services	3.26
401-0533-533.4100	Communications Expens	93.01
401-0533-533.4300	Utility - Public Services	2,569.88
401-0533-533.4400	Rental / Lease Expense	537.58
401-0533-533.4620	Repair / Maint - Vehicles	487.38
401-0533-533.5102	Office Supplies - Water	112.85
401-0533-533.5205	Operating Supplies Exp -	729.79
401-0533-533.5210	Fuel	202.72
401-0533-533.5220	Uniforms Exp	155.77
401-0533-533.5500	Training	60.00
401-0535-535.3400	Other Contract Services	1,053.26
401-0535-535.4100	Communications Expens	97.40
401-0535-535.4300	Utility - Public Services	6,028.22
401-0535-535.4400	Rental / Lease Expense	61.11
401-0535-535.4620	Repair / Maint - Vehicles	487.36
401-0535-535.4640	Repair / Maint - Contrac	382.99
401-0535-535.5100	Office Supplies Expenses	112.84
401-0535-535.5200	Operating Supplies	996.31
401-0535-535.5210	Fuel	202.73
401-0535-535.5220	Uniforms Exp	123.18
401-0535-535.5500	Training	75.00
401-0535-535.6300	Improvements - Other T	-200.00
401-0535-535.6400	Machinery/Equipment E	129.36
401-0536-536.4100	Communications Expens	17.83
402-0534-534.3400	Other Contract Services	7,114.76
402-0534-534.4100	Communications - Solid	55.24
402-0534-534.4400	Rental/Lease - Solid Was	31.80
402-0534-534.4600	Repair / Maint - Service	49.13
402-0534-534.4620	Repair/Maint Vehicles -	952.15
402-0534-534.4640	Repair & Maint - Equipm	619.00
402-0534-534.4700	Printing & Binding - Soli	6.20
402-0534-534.5200	Operating Supplies	90.00
402-0534-534.5210	Fuel	1,959.31
402-0534-534.5220	Uniforms - Solid Waste	28.88
402-0534-534.5264	Small Equipment - Solid	938.00
403-0533-533.4400	Rental / Lease Expense	23.85
403-0533-533.4700	Printing / Binding Expen	30.97
403-0533-533.5220	Uniforms Exp	17.80
403-0535-535.4400	Rental / Lease Expense	23.85
403-0535-535.4700	Printing / Binding Expen	30.97
	Grand Total:	63,321.84

Project Account Summary

Project Account Key	Expense Amount	
None	63,021.84	
34 Rural Development (Utilities)	300.00	
	Grand Total:	63,321.84

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

LARRY WILLIAMS
CITY MANAGER



*Our Community is all about
Neighbors*

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING MINUTES

Monday, April 13, 2015 at 7:00 PM

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

-
- A. Call the Meeting to Order, Pledge Allegiance to the Flag, Roll Call and Invocation for our Military Troops, First Responders and National Leaders.** Mayor Robinson called the meeting to order at 7:00 pm, led the pledge to the flag and called the roll. All commissioners were present. Commissioner Baxley led the invocation.
- B. Introductions, Commendations, Proclamations, and Presentations:** Mayor Robinson read aloud and presented the proclamations.
- B-1. Proclamation:** "National Public Safety Telecommunications Week"
Police Chief Foster accepted on behalf of the county dispatchers.
- B-2. Proclamation:** "Sexual Assault Awareness Month"
Trish Giaccone (Family Life Center Executive Director), Sandi Cipolloni (Betty Griffin House), and Rebecca DeLorenzo (Family Life Center Board Member) were present to accept the proclamation and thank the board.
- B-3. Proclamation:** "Fair Housing Month"
No one from Flagler County Realtors Association was present to accept the proclamation, so it will be mailed to them.
- C. Consent Agenda:**
- C-1. Approval of Warrant
 - C-2. Approval of Minutes
 - a. 2015 03 23 City Commission Meeting Minutes
 - C-3. Approval of the 2016 Florida Health Care Plans Insurance Renewal
 - C-4. Approve purchase of two (2) Gator RTV Utility Vehicles
 - C-5. Approve purchase of four (4) STEP/PEP Grinder Pump Systems from Alpha
 - C-6. Approve Easement for Bunnell Elementary Trails

Motion: Approve Consent Agenda items C-1, C-2, and C-5.

Motion By: Commissioner Tucker

Seconded By: Commissioner Baxley

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

Motion: Approve Consent Agenda item #C-3

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Baxley

Board Discussion: Pulled by Mayor Robinson. Conflict of interest because she works for FHC. She will not be voting on this item.

Public Discussion: None

Vote: Motion carried by 4-0 vote, with Mayor Robinson abstaining.

Motion: Approve Consent Agenda item #C-4

Motion By: Commissioner Baxley

Seconded By: Vice Mayor Rogers

Board Discussion: Pulled by Commissioner Baxley. Questioned why we need new vehicles when the Kubotas are only three years old. Why not repair? Answer from Mr. Green: We've already put a lot of repair money into these machines. More rear end problems that haven't been addressed. Overall, very disappointed with the Kubotas. We prefer the Gators. These new vehicles can also be utilized by Public Works employees as well.

Public Discussion: None

Vote: Motion carried unanimously.

Motion: Approve Consent Agenda item #C-6 with stipulation that after the work is complete, as-builts are attached to the easement document before recording.

Motion By: Commissioner Tucker

Seconded By: Vice Mayor Rogers

Board Discussion: Pulled by Commission Tucker. The drawings don't seem to match. Answer from Mr. Tiblier: There are some oak trees in the way. We've decided that the best route is to run the lines then have as-builts drawn. We'll wait to record the easement agreement with the as-builts.

Public Discussion: None

Vote: Motion carried unanimously.

D. Public Comments:

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

Yolanda Williams – 408 S. Pine St. – I came before you a couple months ago about getting my water reconnected after my grandmother passed away, and we were able to get that issue resolved. Last week I received a water bill for \$1045 and honestly I can't pay that. Staff is telling me I have to pay extra deposits, misc. charges, disconnect fees, connection fees, reconnection fees, late fees, and of course the actual water too. I am trying to figure out how that happened because, it wasn't my issue that it was disconnected in the first place as I was told not to pay the bill because it was going to be disconnected since I couldn't prove I had a legal right to be in the house after my grandmother passed. I've been trying to resolve with the water department but it was never resolved until I came before you. So I'm back to see if I can get this situation resolved. Mayor asked who she had talked to in the City. Answer: Finance Director. Mayor then asked for Mr. Williams to respond. Mr. Williams stated that Ms. Gurnee and Mr. Vose could explain how the bill got to \$1045. Mr. Vose stated that although the bill was high, it appeared to be in order and justifiable, but that Ms. Gurnee could walk us through the details of the bill. At this point Commissioner Tucker made a point of order that this is the public comment portion of the meeting. We need to have this added to the agenda. We don't have the material in front of us. So it will need to come back to us as an agenda item at a future meeting.

Daisy Henry – 503 E. Drain St. – I left a message for Mr. Williams to call me about a mobile blood unit in the Project area, but he did not return my phone call. City Manager should return calls as it could be important. Also my water bill is high, something is wrong, I paid it but I'm not happy about it.

Denise Calderwood – Palm Coast resident and supporter of the City of Bunnell. Wanted to give an update the Farmers market that we presented to you a couple months ago. We were hopeful to be operating on the 1st and 3rd Saturdays of the month starting April 11th, but after we met with staff it was amazing to us how much it was going to cost. We were told by staff that we didn't ask for the right things when we made our presentation in front of the commission. So we're basically punting and we're going to go forward and find another location and hopefully do it bigger and better. We were just offering to partner with the City of Bunnell first, but that's not going to work out.

E. Ordinances: (Legislative): *None*

F. Resolutions (Legislative): *None*

G. Old Business: *None*

H. New Business:

H-1. Consider former Bunnell Police Officer, David Barbee's request for a retirement ID card, badge and firearm. Mr. Barbee stated that he just wants his badge and ID. He stated these items are not trinkets as was mentioned by someone on staff. I earned it and I deserve it. FCSO gives retirement IDs and badges. I didn't retire here; I just happened to get hurt then get let go for budgetary reasons. I'm respectfully asking for by badge and ID. Answer from Mr. Vose: You can see the staff report. We have no policy that allows us to return these things. This issue fell to the Police Chief to evaluate the request, then the City Manager, and now it's before the commission. Chief Foster denied the request. Mr. Williams reviewed and concurred with his decision. A retired Law Enforcement officer card, coupled with a current firearm certification, is in essence, a 50-state concealed weapons permit. The ID has serious legal entitlements and rights. Just wanted the commission to be aware of that as you make your decision. Also, we're under no legal obligation to issue such a card.

Motion: Deny the request

Motion By: Commissioner Tucker

Seconded By: Commissioner Baxley

Board Discussion: Commissioner Baxley: Policy 109 is enough for me not to do it. Commissioner Tucker: First, the city is appreciative of your service. The policy does say all city owned property and equipment shall be returned. When I was in the military, we had to give firearms back. It's the same with city owned equipment. Even a retired person wouldn't get their badge or firearm. I think we need to follow our policies.

Public Discussion: None

Vote: Motion carried unanimously.

H-2. Approve selection committee's recommendation to award RFP 2015-02 for a Tax Exempt Bank Loan in the amount of \$2,050,000 to Ameris Bank. Mr. Williams stated this will save the City \$600,000 dollars over the life of the loan. He also thanked Ms. Gurnee, Mr. Vose and Mr. Ray Britt

for doing the research and putting all this together. Ms. Gurnee then mentioned all the steps taken regarding advertisements, and bids received, leading up to the recommendation to award Ameris Bank the bid.

Motion: Approve selection committee's recommendation to award RFP 2015-02 for a Tax Exempt Bank Loan in the amount of \$2,050,000 to Ameris Bank.

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Baxley

Board Discussion: Commissioner Tucker: We have to wait for approval from USDA to make this change? Answer: They've preliminarily approved it. Vice Mayor Rogers, thanked Ameris Bank for putting this together for us.

Public Discussion: None

Vote: Motion carried unanimously.

H-3. Approve selection committee's recommendation to award RFP2015-03 for Professional Audit Services to James Moore & Co. Ms. Gurnee introduced the item. The current auditor contract expired a couple years ago and we've just been going year to year, so we put this out for bid. 11 firms picked up packets and 5 firms submitted bids.

Motion: Approve selection committee's recommendation to award RFP2015-03 for Professional Audit Services to James Moore & Co.

Motion By: Commissioner Tucker

Seconded By: Vice Mayor Rogers

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

H-4. Approve Emergency Repair Garbage Truck #929. Mr. Mitrano explained that the truck had an issue with fuel injectors that were needed immediately and it was over the approval limit for finance or the city manager, which is why it is coming before the commission for approval after the fact.

Motion: Approve Emergency Repair of Garbage Truck #929

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Tucker

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

I. Reports:

- **City Clerk:** Next meeting is 2 weeks from tonight, 4/27/15
- **City Attorney:** Nothing to report.
- **City Manager:** We had our first meeting of the Parks and Recreation Advisory Committee tonight. All six members were present. They elected a Chair, Vice-Chair, Alternate member and agreed on who would be assigned 2 year terms and 3 year terms. They agreed to meet quarterly on the second Monday of the month. They also discussed and unanimously agreed that the Wolfpack football league needs to remove both their

freezer and refrigerator from the Eddie Johnson Park concession stand as it is constantly draining city power. A letter will be going out this week. Also Plantation Bay FY14 financial data requested by the County has been delivered. An agenda item requesting BFCU be transferred to the County should be on your next meeting agenda.

- **Mayor and City Commissioners:**
 - **Commissioner Tucker:** Thanked Mr. Vose, Ms. Gurnee and Mr. Britt for their contributions to saving us money on the water and sewer loan brought before us tonight.
 - **Commissioner Baxley:** Echoed Commissioner Tuckers thanks.
 - **Vice-Mayor Rogers:** Also echoed Commissioner Tucker’s thanks and gave kudos to Public Works employee Armando for his painting of the outside of the city buildings
 - **Commissioner Robinson:** Recommend we get as much info as we can for next meeting for 401K/457 plan for our employees. Mr. Williams: Yes, we have a couple employees who still don’t have a retirement system in place because they are not eligible for FRS. We’re looking into ICMA’s retirement program for our employees. Ms. Bolser and Ms. DeVries will be working on this with Mr. Gurnee soon. We may also come up with alternatives to FRS for the commission to consider. It would be nice to show our employees that we appreciate them and not lose them over benefits.
 - **Mayor Robinson:** The City Health fair coming soon. I went to a NEFRC meeting recently and JAX USA Speaker Jerry Mallet stated that 95% of companies want site-ready buildings. I thought that was high.

J. Call for Adjournment.

Motion: Adjourn the meeting at 8:04 pm

Motion By: Vice Mayor Rogers

Seconded By: Commissioner Baxley

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date



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

Document Date:	4/14/2014	Amount: \$
Department:	City Manager - Larry Williams	Account #:
Subject:	Seeking approval for changes to the City's Safety Manual	
Attachments: <i>Please number items as they will appear on the agenda.</i>	Revised Safety Manual	
Agenda Section:	H. New Business	
Summary/Highlights:		
Background: Safety Committee was assembled and met to revise the existing City Safety Manual.		
Staff Recommendation: Approve revised Safety policy.		
City Attorney Review:		
Finance Department Review/Recommendation:		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director		
Sandra Bolser, CMC, City Clerk	Approved for 04/27 2015 Agenda	4/20/2015



City of Bunnell, Florida



SAFETY MANUAL

Revised: March 2009

INTRODUCTION

Safety is a full-time occupation – at work, at home, wherever we may be. Here at the City of Bunnell, Florida, your safety is a responsibility shared equally by management and its employees.

The City safety rules and regulations outlined in this booklet are not all inclusive, but are designed to keep you safe and to make the City a safe place to work.

In addition to the City safety rules listed, each department has its own safety regulations that are specific to that department. These departmental rules do not supersede the City rules, but are a supplement to them.

Wherever there is a question where safety may be involved, check with your supervisor. An unanswered question could lead to an accident.

Remember, use common sense, and obey all safety rules and regulations. Our goal is zero accidents and injuries.

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SECTION I

MANAGEMENT COMMITMENT AND INVOLVEMENT POLICY STATEMENT

The ~~management of the~~ City of Bunnell, Florida is committed to providing employees with a safe and healthful workplace. It is the policy of the City that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions to their supervisors. No such report will result in retaliation, penalty, or other disincentive. **Any injury requiring medical attention will be subject to drug testing.**

Employee recommendations to improve safety and health conditions will be given thorough consideration by safety and our management team. Management will give top priority to and provide the financial resources for the correction of unsafe conditions. Similarly, management will take disciplinary action against any employee who willfully or repeatedly violates workplace safety rules. This action may include verbal or written reprimands and may ultimately result in termination of employment.

The primary responsibility for the coordination, implementation, and maintenance of our workplace safety program has been assigned to:

Name: ~~Public Works Director~~ **HR Officer**
Telephone: 386-437-7500 Fax: 386-437-7503

Senior management will be actively involved with employees in establishing and maintaining an effective safety program. The HR Department, as well as members of our Safety Committee and management team will participate with you or your department's employee representative in ongoing safety and health program activities, which include:

- ◆ Promoting Safety Committee participation
- ◆ Providing safety and health education and training
- ◆ Reviewing and updating workplace safety policies and procedures

This policy statement serves to express ~~management's~~ the City's commitment to and **it's** involvement in providing our employees a safe and healthful workplace. This workplace safety program will be incorporated as the standard of practice for ~~this organization~~ the City. Compliance with the safety rules will be required of all employees as a condition of employment.

Signature of City Manager

Date

SECTION 2

RESPONSIBILITIES

DEPARTMENT HEAD

The Department Head shall be primarily responsible for the safe operation of ~~his or her~~ **their** Department. The Department Head has regular contact with both first line supervisors and employees in ~~his or her~~ **their** Department. The Department Head must ensure the safety of each employee and the efficient operation of the departmental functions. **Any disciplinary action arising from violations of this safety policy is the direct responsibility of the Department Head.**

SUPERVISORS

The First Line Supervisor has the primary responsibility for the implementation of definite safety policies established by the City Management, Department Heads, and the Safety Committee. They ~~or~~ **their designee is** also responsible for holding safety meetings at least **bi**-monthly and more often if deemed necessary.

EMPLOYEES

Employees are expected to follow all safety procedures. This cooperation is needed to ensure protection of employees, City equipment, City buildings, and the public. Employees are encouraged to ~~detect~~ **be aware of** and report to their supervisors or Safety Committee representatives, any hazardous conditions, practices, and behaviors, and to make suggestions for their correction. All suggestions submitted to the Safety Committee ~~are~~ **shall be** taken into consideration **and reflected in the minutes.**

SECTION 3

SAFETY COMMITTEE

SAFETY COMMITTEE ORGANIZATION

A Safety Committee has been established to recommend improvements to our workplace safety program and to identify corrective measures needed to eliminate or control recognized safety and health hazards. ~~The Safety Committee consists of one representative from each department and the Safety Officer.~~

APPOINTMENTS & TERMS OF OFFICE

~~Two~~ **A** member from each area/department shall be appointed by the Department Head ~~to serve a period of two years.~~ **with the number of committee members not to exceed eleven.**

RESPONSIBILITIES

1. The Safety Committee shall determine the schedule for evaluating the effectiveness of control measures used to protect employees from safety and health hazards in the workplace.
2. The Safety Committee ~~will~~ **shall** be responsible for assisting management in reviewing and updating workplace safety policies and procedures based on accident/incident investigation findings, any inspection findings, and employee reports of unsafe conditions or work practices; and accepting and addressing anonymous complaints and suggestions from employees.
3. The Safety Committee ~~will~~ **shall** be responsible for assisting management in updating the workplace safety program by evaluating employee injury and accident records, identifying trends and patterns, and formulating corrective measures to prevent recurrence.
4. The Safety Committee ~~will~~ **shall** be responsible for assisting management in evaluating employee accident and illness prevention programs, and promoting safety and health awareness and coworker participation through continuous improvements to the workplace safety program.
5. Safety Committee representatives ~~will~~ **shall** participate in safety training and be responsible for assisting management in monitoring workplace safety education and training to ensure that it is in place, that it is effective, and that it is documented.

MEETINGS

Safety Committee meetings shall be held **bi-monthly**, or more often as the need arises. ~~The designated Committee member may distribute the minutes of each meeting within one week after each meeting.~~ Minutes are distributed to all department heads, all department/division supervisors, all committee representatives, and posted on each department/division bulletin board.

COMMUNICATION

~~The Safety Officer will act as a liaison between the Safety Committee and management while the Safety Committee Representatives act as the liaison between the Safety Committee and their respective departments.~~

~~Within five working days after each Safety Committee meeting, the HR Department shall communicate to management, either verbally or in writing, those issues determined by the Safety Committee.~~

~~Within ten working days after each Safety Committee meeting, each committee representative will hold a department safety meeting to report on the actions of the committee.~~

SAFETY COMMITTEE MINUTES

Date of Committee Meeting: (Time In/Out)

Members in Attendance: (Name/Department listed)

Previous Action Items:

Review of Accidents since Previous Meeting:

Recommendations for Prevention:

Suggestions from Employees:

Recommended Updates to Safety Program:

Suggestions from Employees:

Recommendations from Accident Investigation Reports:

Safety Training Recommendations:

Comments:

(Written format may vary as long as areas above are included)

SECTION 4

SAFETY AND HEALTH TRAINING

SAFETY AND HEALTH ORIENTATION

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Upon initial employment or job transfer, employees are required to read and verify by signature that they have read and understand identified parts of the safety manual. Each employee has access to a copy of this Safety Manual, through his or her supervisor, for review and future reference, and will be given a personal copy of the safety policies and procedures pertaining to his or her job, if requested. Supervisors will ask questions of employees and answer employee's questions to ensure knowledge and understanding of safety policies, and job-specific procedures described in our workplace safety program manual. All employees will be instructed by the supervisor that compliance with the safety policies and procedures described in the workplace safety manual is required.

JOB-SPECIFIC TRAINING

1. Supervisors will initially train employees on how to perform assigned job tasks safely.
2. Supervisors will carefully review with each employee the specific safety policies and procedures that are applicable and that are described in the workplace safety manual.
3. Supervisors will give employees verbal instructions and specific directions on how to do the work safely **and provide documentation.**
4. Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
5. **All training will be documented and copies retained in employee's personnel file.**
6. All employees will receive ~~safe~~ **best** operating instructions on seldom-used or new equipment before using the equipment.
7. Supervisors will review ~~safe~~ **best** work practices with employees before permitting the performance of new, non-routine, or specialized procedures.
8. **Supervisors shall, where applicable, distribute job related safety equipment to employees and train them on its usage. Employees shall sign for the receipt of the safety equipment and acknowledge understanding of its usage.**

PERIODIC RETRAINING OF EMPLOYEES

All employees will be retrained periodically on safety policies and procedures, and when changes are made to the workplace Safety Manual. Individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, and when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

Section 5

FIRST AID PROCEDURES

EMERGENCY PHONE NUMBERS

Ambulance: 911

Police: 911

Fire: 911

Workers Compensation Contact:

During Work Hours:

HR Department: 386-437-7500

~~Cissy Bertha/Linda Bullard~~ 386-437-7503 Fax

After Work Hours:

Preferred Governmental Claim Solutions(PGCS) 1-866-629-7710

Medical Provider:

During Work Hours:

MediQuik, Inc.
6 Office Park Drive
Palm Coast, Florida, FL 32137
386-447-6615
386-447-1266 Fax
M-F 8am-8pm
Sat 8am – 6pm
Sun 10am – 5pm

After MediQuik Hours:

Florida Hospital-Flagler
60 Memorial Medical Parkway
Palm Coast, Florida, FL 32164
386-586-2000

MINOR FIRST AID TREATMENT

1. First aid kits are kept in every City facility ~~building~~ (see your Safety Committee Representative for specific locations) and in every City vehicle. If you sustain an injury or are involved in an accident requiring minor first aid treatment:
2. Inform your supervisor immediately.
3. Administer first aid treatment to the injury or wound.
4. If a first aid kit is used, indicate usage on the Incident/Injury Report form.
5. Access to a first aid kit is not intended to be a substitute for medical attention.
6. Provide details to your Supervisor for the completion of the Incident/Injury Report form.
7. Insure that the first aid kit is replenished.

NON-EMERGENCY MEDICAL TREATMENT

For non-emergency work-related injuries requiring professional medical assistance, management must first authorize treatment. If you sustain an injury requiring treatment other than first aid:

1. Report the injury to your supervisor – he/she **They** will notify the HR Department at 386-437-7500.
2. Proceed to the approved medical facility. Your supervisor will assist with transportation, if necessary.
3. Provide details for the completion of the Incident/Injury Report form.
4. Supervisor completes the Incident/Injury Report form and sends to the HR Department.

EMERGENCY MEDICAL TREATMENT

1. If you sustain a severe injury requiring emergency treatment: Call 911
2. Proceed to nearest emergency treatment center.
3. Report the injury immediately to your Supervisor – he/she will notify the HR Department at 437-7500.
4. Supervisor completes the Incident/Injury Report form and sends to the HR Department.

FIRST AID AND CPR TRAINING

Each employee will receive instructions from his or her supervisor on first aid procedures. In addition, the City will provide formal First Aid and CPR training to any employee requesting to attend on a periodic basis.



FIRST AID INSTRUCTIONS

In all cases requiring emergency medical treatment, immediately call, or have a co-worker call to request emergency medical assistance.

Wounds:

Minor – cuts, lacerations, abrasions, or punctures
Wash the wound using soap and water; rinse it well.
Cover the wound using clean dressing.

Major – large, deep and bleeding
Stop the bleeding by pressing directly on the wound, using a bandage or cloth.
Keep pressure on the wound until medical help arrives.

Broken Bones:

- ◆ Do not move the victim unless it is absolutely necessary.
- ◆ If the victim must be moved, “splint” the injured area. Use a board, cardboard, or rolled newspaper as a splint.

Burns:

Thermal (heat)

- ◆ Rinse the burned area without scrubbing it, and immerse it in cold water; do not use ice water.

- ◆ Blot dry the area and cover it using sterile gauze or a clean cloth.

Chemical

- ◆ Flush the exposed area with cool water immediately for 15 to 20 minutes.

Eye Injury:

Small particles

- ◆ Do not rub eyes.
- ◆ Use the corner of a soft clean cloth to draw particles out, or hold eyelids open and flush the eyes continuously with water using an eye wash station.



Large or stuck particles

- ◆ If a particle is stuck in the eye, do not attempt to remove it.
- ◆ Cover both eyes with bandage.

Chemical

- ◆ Immediately irrigate the eyes and under the eyelids, with water for 3 to 10 minutes.

Neck and Spine Injury:

- ◆ If the victim appears to have injured his or her neck or spine, or is unable to move his or her arm or leg, do not attempt to move the victim unless it is absolutely necessary.

Heat Exhaustion:

- ◆ Loosen the victim's tight clothing.
- ◆ Give the victim "sips" of cool water.
- ◆ Make the victim lie down in a cooler place with the feet raised.

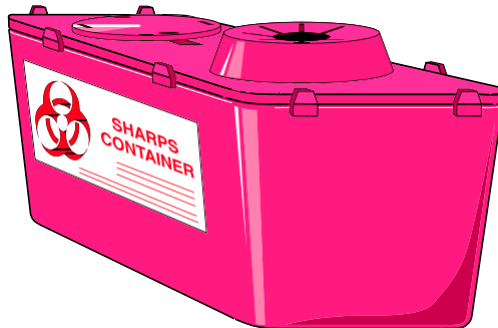
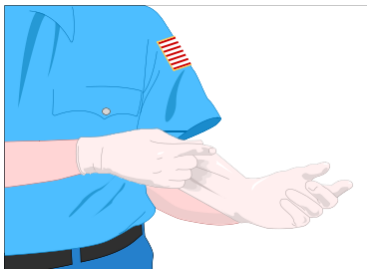
Exposure:

- ◆ Wash affected area with soap and warm water.
- ◆ Notify supervisor immediately.



EXPOSURE PROCEDURES

1. Notify Supervisor immediately.
2. Report exposure to the HR Department during work hours and the Preferred Governmental Claim Solutions (PGCS) 1-866-629-7710 after work hours.
3. City employees, depending on classification and job assignment, may come in contact with blood, body fluid and/or airborne pathogens. These pathogens may be dangerous to the employee's health, if proper protective equipment is not worn. It is the responsibility of the employee to insure that proper protective equipment is worn and replaced, as needed, to maintain the highest level of safety in their work environments.
4. If an employee does come in contact with blood or other body fluids, the employee should immediately wash the affected area with soap and warm water. The supervisor should then be contacted to document the exposure and provide further treatment as indicated in the communicable disease plan.
5. In determination of significant and non-significant exposure levels, contact Mediquik. All significant exposures go directly to Florida Hospital Flagler.



SECTION 6

WORKERS COMPENSATION / INJURY PROCEDURES

RESPONSIBILITIES

1. The City of Bunnell, Florida is insured for workers' compensation by Preferred Governmental Insurance Trust (PGIT). The administration of this program is assigned to the HR Department to assure employees of the appropriate medical treatment if injured, to minimize hardships created by the injury, to facilitate their return to duty, and to promote and provide safe working environments and practices.
2. The workers' compensation program adopted by the City assures that laws governing workers' compensation will be liberally construed in favor of the employee; no employee will be discharged or otherwise discriminated against because he reports any work-related injury or otherwise applies for workers' compensation benefits.

DEFINITIONS

Incident: Any incident, property damage, accident, injury, exposure or auto accident occurring while on the job.

Incident/Injury Report Form: The Form used to report all incidents, injuries, exposures, and auto accidents occurring while on the job. **Note:** exposures are also accompanied by an Exposure Report Form. The contact for exposures is the Fire Department.

MediQuik, Inc.: A managed care medical treatment facility where injuries are treated Monday-Friday 8:00 a.m. to 8:00 p.m.; Saturday 8:00 a.m. to 6:00 p.m.; Sunday and Holidays 10:00 a.m. to 5:00 p.m.

Preferred Governmental Insurance Trust, Inc. – This is the insurance carrier who handles our claims.

Recorded Statement: A statement required by the insurance company when there is a potentially serious injury that may have life-long effects, or when trying to establish a causal relationship from the injury that occurred to how the injury occurred.

Claims Adjuster or Case Manager: Person who either directly or indirectly represents the insurance company.

Occupational Injury: A personal injury arising out of and in the course of employment, and includes an injury caused by the willful act of a third person directed against an employee because of his employment. Treatment for these injuries is outlined below and supervisory personnel shall ensure compliance.

Occupational Illness: A disease caused by certain hazardous conditions or materials when there is a direct causal connection between the condition under which the work is performed and the occupational disease.

Exposure Related Injuries: Can be any blood borne (hepatitis, HIV), airborne (TB, chemical) exposure where employees go to Florida Hospital Flagler (only when it is considered significant in nature).

INJURIES REQUIRING EMERGENCY MEDICAL TREATMENT

1. Serious injuries requiring immediate emergency medical treatment, such as profuse bleeding, broken bones, unconsciousness, shock, etc., shall warrant immediate emergency treatment.
2. In emergencies, use the nearest hospital emergency room, which, in the City of Bunnell, Florida and immediate surrounding areas, is Florida Hospital Flagler. In cases of serious injury, when a listed City-authorized healthcare provider is not immediately available, the nearest medical facility may be used. This exception, however, should be necessary only in rare instances. Except in bonafide emergencies, the insurance company denies financial responsibility for medical treatment obtained from doctors or medical facilities other than those on the City-authorized healthcare provider list.
3. Private or City vehicles should be used to transport a seriously injured employee only when an ambulance or paramedic is not readily available or is unobtainable. The facility nearest the accident scene shall be used.
4. For all emergencies, call for EMS assistance and transport to the local hospital emergency room.
5. Administer first aid until help arrives. Every City facility worksite (work crew) shall have at least one person qualified in first aid and CPR per shift, and a functional first aid kit.
6. The injured person's supervisor or rescue personnel shall, when possible, advise the hospital emergency room personnel of the nature of injuries of the patient being sent to them. This can be done by telephone.
7. Injuries within this emergency category shall be reported by telephone after hours to Florida League of Cities (PGIT) 1-800-428-8159 and during work hours to the HR Department. This does not eliminate the need for written Incident/Injury Reports, which must be submitted to the HR Department as soon as possible.

INJURIES REQUIRING A PHYSICIAN'S CARE – NON-EMERGENCY:

1. The supervisor will call the HR Department 386-437-7500 (during normal work hours) to report the incident and secure authorization for treatment and referral for treatment to a City-authorized healthcare provider.
2. Failure to comply with this provision will result in the employee being responsible for payment for services provided.
3. Upon the notification that an employee has been injured on the job, the supervisor shall ensure that: First aid is administered.

4. If treatment by a medical doctor is required, the injured employee shall be taken to the City-authorized healthcare provider as authorized after referral by the HR Department 386-437-7500 (during normal work hours) and PGIT 1-800-428-8159 after normal work hours.
5. The HR Department shall be notified immediately or as soon as possible during the normal work hours at 386-437-7500. The Incident/Injury Report should be completed and send to the HR Department.

FIRST AID TREATMENT IN THE FIELD OR OFFICE:

Superficial injuries such as minor cuts, bruises, small punctures, scratches, etc., can be treated in the field or office by an employee, qualified to administer first aid, with a first aid kit. Such injuries shall be made a matter of record by the supervisor by reporting to Care Management Systems (CMS) and Incident Report shall be sent to the HR Department.

ESTABLISHING A WORKERS' COMPENSATION CLAIM:

1. It is not necessary for a physician to treat an injury to validate an injury claim. A minor injury such as a small cut, puncture, scratch or bruise should be treated in the field by someone qualified to administer first aid from a kit. As long as the injury is reported to the supervisor and PGIT 1-800-428-8159 the employee will be covered for medical treatment later if the need should arise.
2. However, minor injuries may require a random drug and alcohol test. Determination is made by the HR Department in consultation with the Supervisor.

FALSE CLAIMS

An individual who makes a false statement of a material matter which is willfully made with an intent to deceive, or an individual who collaborates in making a false claim, is committing a criminal act and shall be subject to the full penalties provided by the law.

DOCTOR AND PRESCRIPTION BILLS

1. After treatment of an injury, bills for medical treatment and medicines are normally sent directly to PGIT for payment. However, bills are sometimes inadvertently sent to the employee for payment and the employee frequently ignores them until threatening letters are received from some collection agency. Employees have a responsibility to forward such bills to PGIT for processing, immediately upon receipt so they can be paid.
2. Employees are entitled to reimbursement for mileage for medical treatment and for prescriptions. It is the responsibility of the employee to submit mileage claims to Preferred Governmental Insurance Trust (PGIT) or to the HR Department to be sent to PGIT.

3. If a pharmacy that the employee typically uses does not want to fill the prescription, notify the HR Department of the name of the pharmacy and the phone number.

EMPLOYEE RETURN TO WORK AFTER INJURY

A supervisor shall not allow an employee to return to work after an occupational injury or illness unless he receives a work status written by the treating physician.

WORKERS COMPENSATION RECORDS

Records are maintained for a minimum of three (3) years and include: Incident/Injury Report form, Safety committee agendas, minutes, and correspondence (on file in the HR Department office).

SECTION 7

REPORTING REQUIREMENTS

INJURY REPORTING

- ~~1. All injuries must be reported immediately. Ensuring full employee benefits, reasonable liability benefits, and reasonable liability adjustments at lowest cost to the City is totally dependent upon proper reporting. It is the responsibility of each employee and the supervisor to report all incidents in accordance with this reporting procedure.~~
2. Reporting of Injuries – Regardless of the degree of injury, the employee shall report its occurrence to the supervisor immediately thereafter, or as soon thereafter during the current shift as is practicable. The supervisor shall insure that an Incident/Injury Report is done immediately and faxed to the HR Department 386 437-7503 and the original is sent via interoffice mail.
3. Florida Law requires that every employer who is insured against any liability imposed by the State shall file with the insurance carrier a complete report of every injury arising out of, or in the course of, employment.
4. The supervisor shall thoroughly investigate the cause of each injury occurring within his area of operations and record his findings and recommendations on the Incident/Injury Report.

FATALITY REPORTING:

The death of an employee as a result of an injury by incident arising out of, and in the course of employment, shall be reported to the HR Department immediately by telephone 386 437-7500. The supervisor in charge shall be responsible for making the call and providing as much initial information as possible.

AUTO ACCIDENT REPORTING

1. **All** auto accidents involving an employee, a City vehicle, or City property will be reported to the HR Department as soon as possible.
2. All auto accidents must have a police report done.
3. **All** employees involved in an auto accident, a City vehicle accident, or accident involving damage to City property, whether at fault or not, must have a drug and alcohol screening.

SUDDEN SEVERE ILLNESS REPORTING

Sudden illness occurring to employees during duty hours requiring emergency medical treatment such as possible heart attacks, strokes, seizures, fainting, etc., shall be reported to the HR Department (386 437-7500) by telephone as soon as possible.

INCIDENT/NEAR MISS REPORT

1. Close calls or near incident information is frequently as valuable as Incident Reports in flagging hazardous procedures or conditions.
2. Supervisors shall encourage employees to report on incidents that nearly produced an injury.
3. Information gained from such reports will then be disseminated to all that can benefit from the lesson.
4. Complete the Incident/Injury Report, note that it was a “near incident”, and send to the HR Department.

HAZARD REPORTING

1. Equipment or facilities that are poorly designed for the task at hand, and in themselves constitute additional hazards to personnel, shall be reported to the HR Department if attempts to make corrections have failed.
2. Information furnished by such a report can be used to advantage when future procurement of equipment or construction of buildings is anticipated.
3. Tools and other equipment can frequently be modified to eliminate most of the undesired features when exposed by reporting it.
4. Use plain paper or memo style using the subject “Hazard Reporting” and send to the HR Department, copying your departments Safety Committee Representative.

PROCEDURES FOR REPORTING ACCIDENTS, DAMAGE TO AND/OR BREAKDOWNS OF MUNICIPAL VEHICLES:

~~If a City vehicle is involved in an accident:~~

- ~~1. In the City: Contact your immediate Supervisor, the Public Works Department (Fire Contacts Fire Department Mechanic) and the City of Bunnell Police Department.~~
- ~~2. The supervisor must prepare the Incident/Injury Report form and send to the HR Department Fax 437-7503. Include a copy of the police report.~~
- ~~3. In another jurisdiction: Contact your immediate Supervisor, the Public Works Department (Fire Contacts Fire Department Mechanic) and the Police Department of that jurisdiction.~~
- ~~4. If a City vehicle is disabled as the result of an accident, or if a City vehicle breaks down, the immediate Supervisor is to notify the Public Works Department. If the vehicle is not operable, the Public Works Department shall make arrangements to transport the disabled vehicle.~~

~~5. Operators of City vehicles shall ensure that whenever an incident occurs, whether a breakdown, traffic accident, property damage or vandalism, the immediate supervisor should be notified immediately. The operator of the City vehicle involved in the accident shall provide all necessary information to the other party involved; however, no other information or admission of liability should be made. All vehicle accidents are to be reviewed by the Safety Committee.~~

INVESTIGATION PROCEDURES**ACCIDENT/INCIDENT INVESTIGATION PROCEDURES**

1. An Accident/Incident Investigation will be performed by the supervisor at the location where the accident occurred. The HR Department is responsible for seeing that the Incident/Injury Report is filled out completely by the supervisor, and that the recommendations are being addressed. Supervisors will investigate all accidents, injuries, and occupational diseases using the following investigation procedures.
2. Implement temporary control measures to prevent any further injuries to employees.
3. Review the equipment, operations, and processes to gain an understanding of the accident situation.
4. Identify and interview each witness and any other person who might provide clues to the accident/injury causes.
5. Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
6. Complete the Incident/Injury Report form and forward to the HR Department.
7. Provide recommendations for corrective actions. Indicate the need for additional or remedial safety training.
8. Incident/Injury Report must be submitted to the HR Department within 24 hours of the accident. This is a required reporting time given by the State of Florida, Division of Labor.
9. Ensure that the employee involved is taken immediately to Mediquik (or emergency room in an emergency) as needed.
10. A drug and alcohol test must be performed immediately following any incident including: accident/injury/property damage.

INVESTIGATION OF OCCUPATIONAL INJURIES

1. Investigation of any incident is a valuable tool in controlling losses. Thorough investigation, reporting, recording and corrective follow-up of each incident can be time-consuming, but the time used for such a purpose contributes relatively little to the total time wasted from the disruption that invariably follows. Devoting necessary time and effort to prevent the recurrence of each incident is an investment that pays compounded benefits to employees and management as their number of dollars for injuries decrease.

2. Procedures for investigation of occupation injuries – Each injury shall be investigated by the supervisor of the person injured as soon as possible after it has occurred and the following procedures shall be adhered to as closely as possible.

BELOW SECTIONS REMOVED BECAUSE THEY WERE REDUNDANT; SAME INFORMATION IS ON PAGE 17 .

~~CHECK THE SCENE~~

- ~~1. Begin where the incident occurred. The first step is to carefully examine where the injury occurred.~~
- ~~2. Reconstruct, as much as possible, the chain of events leading up to the injury and attempt to determine the single event that caused the injury.~~
- ~~3. Draw a diagram of the location if it will be helpful in arriving at a conclusion.~~
- ~~4. Sketch in machinery, equipment and any other nearby physical objects, together with the places where witnesses were standing.~~

~~WRITE IT DOWN~~

- ~~1. Complete the Incident/Injury Report to document all facts that may be related to the cause of the injury. As an example, an employee had complained of dizziness, or employee had not used proper equipment, etc.~~
- ~~2. Write down any procedure used, misuse of equipment or other factors not in accordance with published work rules or safety policies.~~
- ~~3. Write down any unsafe conditions in work area, defective tools or faulty equipment noted.~~
- ~~4. Write down such other items as the time of your investigation, the lighting conditions, and the weather conditions, if pertinent, a description of supplementary evidence, and conversations having a bearing on the case.~~

~~COLLECT THE EVIDENCE~~

~~If an injury or near miss occurs when machine parts or structures fail, it is essential to determine what failed and why. This can frequently be done without laboratory analysis and corrective action can be initiated. However, if a detailed study is determined to be essential, then all components shall be collected and submitted for study immediately.~~

~~INTERVIEW WITNESSES~~

~~It is important to interview witnesses at the scene immediately or as soon thereafter as possible. Make brief notes and identify who gave the information.~~

~~INTERVIEW THE EMPLOYEE~~

- ~~1. Timing is important. If the injury is minor, the interview should be made as soon as the investigation of the scene and a review of the medical report are complete.~~
- ~~2. If the injury is serious, selecting the right time is a judgment factor. Too soon afterward the employee may be confused and inaccurate; waiting too long may cause the employee to be cautious and evasive. Let the employee tell his story as he wishes without actual interrogation, but a complete picture should be encouraged. The interview must be complete, and it may be necessary to question the employee or witnesses several times.~~

~~WEIGH THE EVIDENCE~~

- ~~1. It is essential to eliminate any inconsistencies in the testimony of the injured or witness, even if further questioning is required.~~
- ~~2. All facts should be reviewed for completeness before submission to the HR Department.~~

SECTION 9

SAFETY POLICIES AND PROCEDURES

The safety policies and procedures contained on these pages have been prepared to protect you in your daily work. Employees are to follow these rules, review them often and use good common sense in carrying out assigned duties.

OFFICE SAFETY

1. Keep an eye open for loose or rough floor covering and report it to supervisor.
2. Be extra cautious when approaching a door that can be pushed open towards you. Gently push doors open and slow down when coming to a blind corner.
3. Haste when walking between desks results in bruises and falls. Slow down and pay attention to your movements.
4. Electrical cords should not be placed near foot traffic, however, if this is necessary, an approved cord cover must be utilized to minimize tripping hazards.
5. All file, desk, and table drawers shall be kept closed when not in use. Close drawers immediately after each use. Never open more than one file drawer at a time.
6. Overloading the top drawer of unsecured file cabinets is dangerous. If unfamiliar with the file cabinet, test the drawers and be careful not to pull them out too far if there is no locking device on them.
7. Furniture such as tables, desks, and chairs must be maintained in good condition and free from sharp corners, projected edges, wobbly legs, etc. Notify your supervisor immediately of any deficiencies.
8. Tilting chairs can be a hazard when improperly used and care should be taken to assure that they are in good condition. Be sure the chair is behind you before you sit down.
9. Never use chairs, desks, or other furniture as a makeshift ladder. Always use a stepladder or safety step stool.
10. Message spindles should not be used unless the point is protected by a suitable blunt cover and/or the point is bent at a horizontal angle.
11. Keep the blades of paper cutters closed when not in use. Keep fingers and hands clear of blades when using.
12. Pencils are safest when carried point down in pockets.

13. Scissors, paper cutters, glass, and razor blades can cause painful injuries. Report such accidents at once to your supervisor to protect yourself from infection.
14. Keep paper clips, thumbtacks, and pins in a place where they can't bite, and keep razor blades covered. Even a little scratch can get infected.
15. Be sure equipment is grounded and that the cord is in good condition. If a machine gives you a shock or starts smoking, UNPLUG IT, attached a DO NOT USE sign, and report it to your supervisor.

ERGONOMICS

Ergonomics is a discipline that involves arranging the environment to fit the person. Following ergonomic principles helps reduce stress and eliminate many potential injuries and disorders associated with overuse of muscles, bad posture, and repeated physical tasks.

The objective of ergonomics is to reduce worker stress and injury through design of tasks, workstations, controls, displays, safety devices, tools, lighting, and equipment.

Commitment and involvement of management and employees are complimentary and essential elements of a sound safety and health program.

Employees' with their intimate knowledge of their jobs should identify hazards, in order for management to implement an effective way to abate such hazards.

Workstations

If you spend long hours at your workstation, typing and using the mouse, you are using highly repetitive motions.

In order to avoid computer related aches and pains and make your work area as comfortable as possible; it's important to evaluate how you work, and evaluate your work area.

Follow these basic steps to avoid repetitive strains:

1. Place the monitor and keyboard directly in front of your body.
2. Sit comfortably erect with support behind the small of your back.
3. While using the keyboard, keep your forearms and hands parallel to the floor. Don't bend your wrists.
4. Position the screen so your eyes are at the same height as the top of the screen.
5. Keep both feet flat on the floor.
6. Don't do the same task for an extended period of time. Vary your tasks and activities.
7. Remove the clutter from underneath your desk.



HOUSEKEEPING

1. Keep work areas and storage facilities clean, neat, and orderly.
2. All aisles, stairways, passageways, exits, and access-ways to buildings shall be kept free from obstructions at all times. All grease and water spills shall be removed from traffic areas at once.
3. Do not place supplies on top of lockers, hampers, boxes or other moveable containers at a height where they are not visible from the floor. Store heavy items below shoulder level.
4. When piling materials for storage, make sure the base is firm and level. Crosstie each layer. Keep piles level and not stacked too high. Keep aisles clean and with adequate space to work in them.
5. When storing materials suspended from racks or hooks, secure it from falling, and route walkways a safe distance from this surface beneath.
6. When storing materials overhead on balconies, provide adequate toe boards to prevent objects from rolling over the edge.
7. Tools, equipment, machinery, and work areas are to be maintained in a clean and safe manner. Defects and unsafe conditions shall be reported to your supervisor at once.
8. Return tools and equipment to their proper place when not in use.
9. Lay out extension cords, air hoses, water hoses, ladders, pipes, tools, etc. in such a way to minimize tripping hazards or obstruction to traffic.
10. Clean up spills immediately to avoid slipping hazards. In the event the removal cannot be done immediately, the area must be appropriately guarded, signed, or roped off.
11. Nail points, tie wires, etc., must not be left exposed when packing and unpacking boxes, crates, etc. Nails are to be removed as soon as lumber is disassembled.
12. Sharp or pointed articles should be stored as to prevent persons from coming in contact with the sharp edges or points. Place sharp objects into a sealed, labeled, sturdy container (i.e. cardboard box) before disposal.
13. All packing materials should be properly disposed of to prevent fires.
14. Wastebaskets are to be emptied into approved containers.
15. Oil and greasy rags shall be put into a designated metal container for that purpose.
16. Adequate lighting in obscure areas shall be secured for the protection of both employees and public. Notify your supervisor of areas with inadequate lighting.



FIRE PREVENTION

1. Fire equipment shall be prominently displayed, labeled for usage and kept clear for easy access at all times.
2. Know the location and type of fire extinguishers and how to use them. After use of an extinguisher, report such use immediately to your supervisor, so a replacement may be obtained or the extinguisher recharged.
3. Different types of fires require different types of extinguishers. The following describes extinguisher ratings and how they should be used:
 - “A” rating – fires of wood, rubber, paper, cloth and plastics
 - “B” rating – flammable liquids, gases and greases: motor oil, paint thinner, gasoline, propane, natural gas, etc.
 - “C” rating – use on fires when live electrical equipment is involved, to prevent possible severe electrical shock.
 - “D” rating – use on particular types of metal fires such as sodium and magnesium.
4. Oily rags and other flammable wastes shall be kept in covered, metal containers. Such debris shall be removed from shop building as soon as possible and, in no case, shall be left unattended in a building overnight.
5. Cleaning solvents that have flammable properties shall be kept in approved safety containers. Each container shall be labeled as to its contents. Use of gasoline is prohibited for cleaning floors or any parts of buildings.
6. Gasoline used in small quantities in shops for fueling engines being repaired, tested, adjusted, etc., shall be handled and dispersed in the smaller approved metal safety containers only. Air vents utilized must be closed upon completion of fill to prevent vapors from escaping into an area where other work being performed could cause ignition. Containers must be labeled as to their contents.
7. The fueling of any type of motorized equipment while the engine is running is prohibited.
8. When transferring flammable liquids, make sure the filler nozzle touches the equipment or can being filled in order to guard against the build-up of static electrical charge.
9. Never overfill a tank, but rather, under fill it to allow room for expansion of the liquid.
10. No artificial light, except UL approved flashlights will be used near escaping gasoline, or other flammable vapors, or when entering an enclosure suspected of containing gas.
11. The use of fuel oil or kerosene for starting fires is allowed only in outside areas. Caution must be observed. Fuel oil or kerosene will not be used for starting fires in stoves. Under no circumstances will gasoline be used for starting fires.
12. “No Smoking” shall be enforced in all areas where hazardous substances are stored or used, and any other areas where posted.
13. Exits shall not be locked (chained or otherwise) from the inside.
14. All City vehicles shall have an ABC type fire extinguisher securely mounted in a convenient location.
15. All fire extinguishers must be inspected and certified annually by a licensed Florida state extinguisher company. Each department shall have a designated person to inspect fire extinguishers on a monthly basis. Discrepancies shall be reported to the supervisor who shall be responsible for obtaining a replacement unit.

16. Facility inspections to be preformed quarterly. Forms to be filled out in back of this manuel.
17. It is necessary that shops and fixed activities that contain fire hazards have an *Emergency Action and Fire Prevention Plan*. Frequent training shall be provided to employees to ensure that all are familiar with the plan.
18. All fires shall be reported to the Fire Department.



ADD APPENDIX A

CITY OF BUNNELL - FIRE DRILL PROCEDURE

Fire drills are for more than fires. Knowing the evacuation routes of a building will help in the event of a power outage, gas or chemical leak, or other emergency situations that can occur at the office. Fire drills ensure that employees exit the building in a timely fashion and know their designated meeting area, which helps the rescue effort in the event an employee is unaccounted for during an actual emergency at the business.

Step 1

Create a safety committee. The committee should include at least two members of the staff (Fire Wardens), and the group shall have the Director of each department as the team leader. Each Director is responsible for ensuring their team evacuates the building, and shall meet team members at a predetermined location outside the building. The Fire Wardens shall have a list of employees and visitors and verify the safety of all staff and visitors with the Directors.

Step 2

Provide evacuation information to all employees before drills begin. Employees must know the evacuation path for their work area, and the alternative paths in the event an exit is blocked. Create

evacuation signs and post them throughout the building. Employees should also receive information on how to report a fire and use a fire extinguisher, as well as whom to contact in an emergency.

Step 3

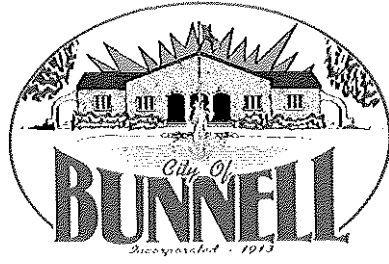
Develop several fire drill scenarios to assist with evacuation preparedness. During some drills, block different exits with signs that state "Exit blocked -- choose an alternative route." This will make your employees aware of the different exit routes from the building and make the employees think about what could happen in a real emergency. Post a sign at the entrance to the facility that states "Fire Drill in Progress".

Step 4

Conduct regular fire drills, but don't overdo it. For initial training purposes, hold drills every two to three months for a short period of time. After the training period, a fire drill every six months is sufficient. Holding drills more frequently can cause employees to become complacent, and some might refuse to participate. It is also hard to hold a surprise fire drill if they are too frequent.

Footnote: Alternative Fire wardens and representatives of the Directors should be appointed to act in their absence.

ADD APPENDIX B



Department Safety Meeting Sign-In

Department: _____

Date: _____ Time: _____

First Name	Last Name	Signature

MATERIAL HANDLING

Accidents can be avoided by taking time to plan ahead, using mechanical equipment whenever possible and thinking about the proper way to do the task and the proper tools to use while performing it.

4-Step Manual Lifting Process

Step 1 – Getting Ready

Size up the load. If it is too heavy or bulky, play it safe – get help.

Check the load over to remove any protruding materials such as nails, splinters, sharp edges, or anything that could cause you to lose your grip such as oil or grease.

If surface is rough, wear gloves.

Be sure the path you take is clear from any obstacles.

Step 2 – Picking It Up

Ensure firm footing and balance, and try to stand with feet about shoulder width apart, grip load firmly. If load is below waist, bend knees to get into position, keep your back straight, stomach muscles tight and lift slowly with your legs.

Lift object or load close to the body.

Step 3 – Carrying It Carefully

Be sure you can see where you are going, turn your body with the direction of your feet.

Use extra care in tight places as not to smash hands and fingers.



of

Step 4 – Putting It Down

If receiving surface is about waist high, use the surface edge to take part of the load, then push it forward.

If you must lower the load to the floor or ground, bend your knees, keep back straight, stomach muscles tight, and again use your legs.

For those employees who prefer to use a back belt, be sure to use it properly. Improper use of a back belt can do more harm than good. Your supervisor will provide initial training at time of issuance and periodic retraining when necessary.

CYLINDER HANDLING (OXYGEN, ACETYLENE, CHLORINE, SULFUR DIOXIDE)

- Always secure cylinders containing gas in an upright position.
- Valve protection caps shall be in place and secured tightly when moving and storing cylinders.
- Valve protection caps shall not be used for lifting cylinders.
- Do not tamper with safety devices on cylinders or valves.
- If a valve cannot be opened by hand, do not use a hammer or wrench to open cylinder valves with fixed hand wheels.
- Cylinders shall be identified as full or empty at all times.
- Cylinders shall not be utilized for any other purpose than originally intended.
- Only trained personnel shall be allowed to change out cylinders or tanks.



PERSONAL PROTECTIVE EQUIPMENT (PPE)

The variety of work operations performed by municipal employees involves potential industrial hazards. The tasks performed range from custodial services to heavy construction activities. Care should be taken by each employee to protect themselves and others from injury by following these rules:

1. Clothing

- a) The wearing of loose, flowing, or ragged clothing on or near moving machinery or equipment is prohibited (i.e. long sleeved, shirttails, etc.).
- b) To avoid injuries footwear should be in good condition. Wear appropriate footwear required for the work being done. If any doubts, contact your supervisor.
- c) Hair should be pulled back and secured on the head, so as not to get in the way, especially around moving equipment.
- d) Gas and oil soaked clothes are a serious hazard. Keep clothes oil free.
- e) Safety vests shall be worn at all times when working on right of ways, roadways, and areas of reduced visibility.

2. Head Protection

Hard hats shall be worn in the following situations:

- All personnel working on a site involving construction.
- All personnel working with high voltage electrical equipment.
- All personnel engaged in tree trimming or cutting operations.
- All personnel engaged in inspections or supervision of the above activities.
- Supervisors may designate additional areas where hardhat usage is required, as the need arises.



3. Face and Eye Protection

Hazards involving the possibility of injuries to the face and eyes exist in both indoor and outdoor tasks. They range from dust, particles of steel, concrete, sand, and splashes from corrosives and liquid chemicals. Safety glasses, goggles, or face shields made of plastic or glass, offer a vital protection when used properly. Dirty or scratched lenses may provide another hazard from reduced visibility and should be cleaned or replaced immediately.

All employees in the City of Bunnell, Florida are expected to follow the safety procedures below regarding face and eye protection:

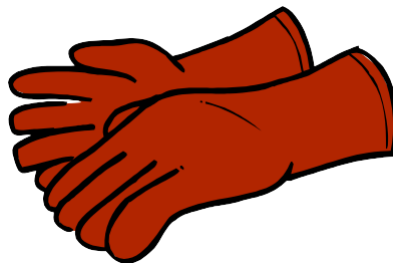
- a) Safety goggles or safety glasses should be worn when:



- Grinding, cutting, milling, or drilling with powered tools.
- Using impact wrenches, compressed air tools and pressure washers.
- Chipping, scraping, or scaling paint, rust, carbon, or other materials.
- Using punches, chisels, or other impact tools.
- Cutting or breaking glass.
- Chipping or breaking concrete.
- Soldering.
- Cleaning dirt from vehicles, machinery, etc.



- Sandblasting or air cleaning operations.
 - Using power woodworking machinery, both fixed and portable.
 - Tree trimming, brush cutting or stump removal.
 - Using any lawn mowing equipment (mowers, blowers, edgers, etc.).
- b) A full plastic face shield shall be worn when handling acids, caustics, and other harmful dusts, liquids, or gases.
- c) A face shield with the proper filter lens or welders' lens shall be worn at all times during metal cutting and welding operations. Warning signs shall be posted to warn others before any welding operations. Additionally, welding screens shall be used if available.
- d) A face shield should always be used with other eye protection such as goggles or glasses.
4. Finger, Palm and Hand Protection
- a) Do not wear rings, metal, bracelets, and other jewelry when working around machinery. Jewelry increases the danger of electrical shock and can cause fingers or hands to be badly injured.
- b) Gloves should be worn when handling hot, cold, abrasive, caustic, infectious, or any other hard to handle materials. Several types of gloves are available to employees; be sure to choose gloves appropriate for the task at hand.
- c) Any allergic reactions or rashes thought to be caused by gloves shall be reported at once.



5. Ear Protection

Ear protection shall be worn in all situations around vehicles and/or equipment where the decibel level could be hazardous to the employee's hearing.

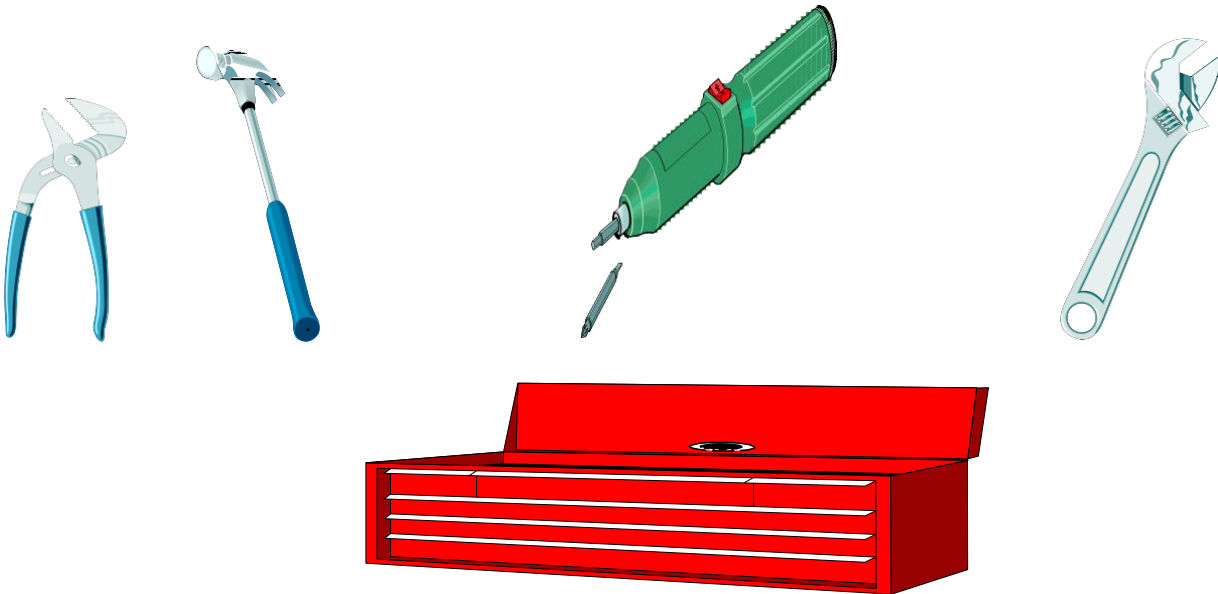


HAND TOOLS

The following safety procedures shall be followed by each employee:

Employees that are inexperienced in the use of a hand or power tool shall not use the tool unless properly supervised.

- a) Select the right tool for the job.
- b) Sharpen and carry all cutting tools with the sharp edge down.
- c) Check the handles of all tools for tightness and splinters before use.
- d) Check the head of each tool, such as hammers, chisels, punches, etc. If the tool needs to be dressed, repair it before use or do not use it.
- e) Wear eye protection or goggles when using chisels, punches, and wedges.
- f) Use only properly insulated tools when working around electrical circuits or equipment.
- g) Avoid using metal measuring tapes, fabric containing woven metal strands, rope with wire cord, or other tools and equipment that have conductive properties while around energized electrical circuits or equipment.
- h) Return all tools to their proper place.



POWER TOOLS & EQUIPMENT

Potential serious injuries can occur from the operation of both portable and stationary power tools. All employees who use power tools or equipment must first be trained and display adequate knowledge of safety operating procedures.

Safety Rules

- a) All power tools should be visibly inspected for damage, before each use (i.e. cords, housings, blades, etc.).
- b) Make sure all machine guards are in proper place before operation.
- c) Install or repair equipment only if you are qualified.
- d) Unplug equipment before repairing, making adjustments or replacing parts.
- e) Be sure equipment is properly grounded. Check all ground connections regularly for tightness.
- f) Wear all proper protective equipment required for the job.
- g) Unplug power cords by pulling on the plug, not the cord.
- h) Work area should be clean, well lit, and dry.
- i) Do not carry tools by the cord.
- j) Always be aware of your surroundings. Stay alert and stay safe!
- k) Keep all safety devices and decals in place, replace as needed.

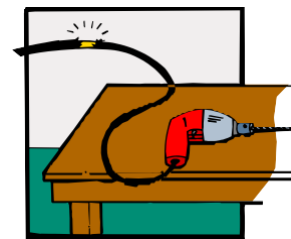
Portable Power Tools

Saws:

- a) Do not use dull or loose blades.
- b) Don't overload the motor by pushing too hard or cutting material that is too heavy.
- c) Before cutting, inspect the material to be cut for nails or foreign objects.
- d) Be sure you have firm footing and balance.
- e) Keep all safety devices and decals in place, replace as needed.

Drills:

- a) Select the correct drill bit for the job and be sure that it is sharp.
- b) Make sure the material being drilled is secured or clamped firmly.
- c) Hold the drill firmly and at the correct angle.
- d) Don't force it to work or lean on it with all your strength.
- e) Always remove the bit from the drill when you're finished.
- f) Keep all safety devices and decals in place, replace as needed.



Routers:

- a) **Never** start the router when the cutting edge of the bit is in contact with the work.
- b) Hold the router firmly, especially when starting.
- c) When the cut is complete, turn off the motor.
- d) Don't lift the machine from the work until the motor has come to a complete stop.
- e) Always keep router base flat on work surface.
- f) Keep all safety devices and decals in place, replace as needed.

Grinding Wheels:

Before use, make sure that wheels are firmly held on spindles and work rests are tight.

- a) Stand to one side while starting motor, until operating speed is reached – prevents injury if a defective wheel breaks apart.
- b) Use light pressure when you start grinding, too much on a cold wheel may cause failure.

Sanders:

- a) Arrange cord so that it will not be damaged by the abrasive belt.
- b) Keep both hands on the tool to ensure good control.
- c) Hold onto sander when you plug it in.
- d) Clean dust and debris from the motor and vent holes and lubricate regularly.

Stationary Power Tools

Table Saw:

- a) Never reach over the saw to push stock that has been sawed. **Always** use a push stick.
- b) Stand slightly to one side, never in line with the saw.
- c) To avoid “kickback” (the greatest hazard of running a table saw):
- d) Never use a dull blade.
- e) Don’t cut “freehand” or attempt to rip badly warped wood.
- f) Use splinter guard.
- g) Don’t drop wood on an unguarded saw.
- h) Keep all safety devices and decals in place, replace as needed.



Radial-Arm Saw:

- a) The saw and motor should always be returned to the rear of the table against the column after a cut is made.
- b) If the motor slows while cutting, it means it is overloaded. Can be due to low voltage, bad blades or material being fed too fast.
- c) Keep machine in good alignment and adjustment to prevent excessive vibration.

Band Saw:

- a) Stand to left front of saw. If the blade breaks, it will fly out to the right.
- b) Don’t cut until saw is moving at full speed.

Drill Press:

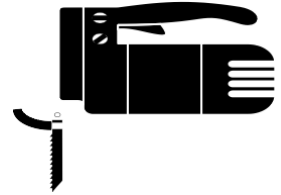
- a) Clamp or securely fasten the material being drilled whenever possible.
- b) Make sure any attachments are fastened and adjusted.
- c) Keep all safety devices and decals in place, replace as needed.

Lathes:

- a) Use only sharp cutting tools.
- b) When operating a lathe, stand to the side. This will prevent injury if the tool catches and is thrown out of your hand.
- c) Make sure the wood you are going to turn is free of knots, cracks and other defects.
- d) Keep all safety devices and decals in place, replace as needed.

Jig Saw:

- a) Be sure blade is secured tightly.
- b) Handle material being cut with both hands and keep fingers away from blade.
- c) When making curved cuts, do not push stock into blade. Turn stock on the table until curve has been cut.
- d) Keep all safety devices and decals in place, replace as needed.



Jointer:

- a) Never run a piece of wood shorter than 10 inches across jointer. Use hand tools to plane such small pieces.
- b) Use a push block when working with boards thinner than three-quarters of an inch.
- c) Always keep your hands on top of the work to avoid injury.
- d) Always try to plane in direction of grain.

Welding Machines:

- a) All welding equipment should be kept clean (free from grease and oil) and in good repair.
- b) Proper welding shields or goggles and gloves should be worn.
- c) An appropriate fire extinguisher shall be available for instant use.
- d) Before any welding operations begin, proper warning signs and/or screens shall be placed to warn and protect other employees. Employees entering the area must wear appropriate eye protection.
- e) At the completion of the work, the welder should make a careful inspection of the job site to ensure that hot articles have not been left smoldering, which might later develop into a serious fire.



Compressed Air:

- a) The use of compressed air for cleaning purposes is prohibited.
- b) Eye protection is required.
- c) Be sure that the discharge end of air hoses is securely fastened before turning compressed air into the hose.
- d) Always maintain a secure hold on any air-powered tool to prevent injury to the operator or those nearby.

GROUNDS MAINTENANCE EQUIPMENT

Safety Rules:

- a) Wear employer prescribed Personal Protective Equipment (PPE), such as eye-face protection, gloves, and hearing protection during mowing operations.
- b) Wear seat belts at all times
- c) Do not smoke on any equipment.
- d) Make sure all equipment is in good operating condition prior to use.
- e) No mowing equipment will be left unattended with the motor running.
- f) Visually inspect the area to be mowed. Remove or mow around hazards.
- g) If a cutting unit strikes a solid object or vibrates abnormally, stop immediately, turn off engine, wait for all motion to stop and inspect for damage. Raise the cutting decks when driving from one area to another.
- h) Do not run the engine in a confined area without adequate ventilation.
- i) Bystanders should be warned by the operator of the danger of flying objects. Do not direct discharge towards bystanders.
- j) Become familiar with the controls and know how to stop the engine quickly.
- k) Keep all safety devices and decals in place, replace as needed.
- l) Operator must keep feet and hands away from the undercarriage of the mower.
- m) Check safety switches daily.
- n) No mowing equipment shall be operated without the manufactured safety guards in place.
- o) Do not touch engine, muffler, or exhaust pipe while engine is running.
- p) Never refuel with engine running.
- q) Use only metal gasoline containers approved by DOT or ANSI.
- r) Do not smoke while handling gasoline.
- s) Do not use mowers when a storm is imminent (lightning/thunder).

Chain Saws:

- a) When transporting a chain saw in a vehicle, keep the chain and the bar covered with a guard and secure it to prevent fuel spillage and damage.
- b) When transporting a chain saw by hand, stop the engine, grip the saw handle, place the muffler at the side away from your body and position the guide bar to the rear.
- c) Always start a chain saw with a 10-inch or larger bar on the ground.
- d) Do not place a chain saw on your knee when starting it.
- e) Always use both hands to maintain control of the chain saw using only those grip locations specified by the manufacturer.
- f) Keep all safety devices and decals in place, replace as needed.
- g) When moving from tree to tree or cut to cut, activate the chain brake, remove your finger from the trigger and keep the bar away from your body.
- h) Do not operate a chain saw above your shoulder height.
- i) Do not set a saw down while the blade is engaged.
- j) Stop the engine and turn the switch to "OFF" when the chain saw is to be left unattended or refueled. Do not overfill the fuel tank.
- k) Place cones and barricades in the area where you are performing chain saw operations.



- l) Choose an area for cut branches to fall before beginning work. Alert co-workers by yelling “timber” to notify them of falling branches.
- m) Disengage spark plug wire before attempting to remove jammed material from blade.
- n) Keep all safety devices and decals in place, replace as needed.
- o) In addition to the recommended personal protective equipment, the use of chain saw chaps is recommended. **mandatory.**

Edgers:

- a) Do not start an edger if the blade is touching the ground.
- b) Operate the edger at full blade speed.
- c) When edging along roads, stay as close to the curb as possible.
- d) Wear your employer prescribed Personal Protective Equipment (PPE), such as eye/face protection, gloves, breathing filters, and hearing protection.
- e) Do not use the edger when a storm is imminent (lightning/thunder).
- f) Do not use the edger if it has loose or worn blades, belts, or other parts. If these damages exist, tag the edger “out of service” and do not use it. Write a repair order where needed.
- g) Visually inspect the area to be edged for possible hazards.
- h) When working in close proximity to roadways, wear a safety vest.
- i) Keep all safety devices and decals in place, replace as needed.

Line Trimming/Weed Eater/Brush cutter:

- a) Before refueling the trimmer, remove it from your harness, place it on the ground, and allow the engine to cool.
- b) Wear employer prescribed Personal Protection Equipment (PPE), such as eye/face protection, gloves, breathing filters, hearing protection, and long sleeve pants and shirts.
- c) Only use grip locations as specified by the manufacturer as a handhold when operating the unit. Keep both hands on the unit during operation.
- d) Do not perform trimming operations above 10 feet in height by yourself; a co-worker must assist you.
- e) When working in close proximity to roadways, wear a safety vest.
- f) Keep all safety devices and decals in place, replace as needed.

Backpack Blowers:

- a) Do not use the blower to clean yourself.
- b) Do not direct the blower toward bystanders.
- c) Keep all safety devices and decals in place, replace as needed.

Chippers:

- a) Daily maintenance and inspection of equipment should be performed before operation (i.e. belts, hoses, fluid levels, leaks, bolt tightness, etc.). Only qualified personnel may operate this equipment.
- b) Wear employer prescribed Personal Protection Equipment (PPE), such as eye/face protection, gloves, and hard hat.
- c) Avoid wearing loose clothing when operating the chipper. Short sleeve shirts are preferred to prevent a limb from catching on a shirt and pulling you into the chipper feed housing.
- d) Before starting the machine, block the tongue and chock the wheels.
- e) Check the chipper housing, intake area, and engine area for foreign objects.

- f) Make sure no one is in the path of discharge flipper.
- g) Keep all bystanders away from machine.
- h) Never place hands, feet, or any foreign objects into the feed chute while feed wheels are turning.
- i) Do not allow the machine to run unattended.
- j) At least two people must be present to operate this machinery.
- k) Only one person should feed the machine at one time.
- l) Do not stand in front of the hopper during feeding operations; stand to the “left” or “right” side of the hopper.
- m) Keep all safety devices and decals in place, replace as needed.

OUTSIDE CONTRACTORS:

Outside contractors working within a facility or in the City of Bunnell, Florida are responsible for knowing and strictly adhering to the City's safety procedures.

The City representative, who is responsible for the contractor's job, must coordinate all activities between the contractor and City employees in the area where the contractor is working.

The City representative must ensure that the contractor and sub-contractors are informed of all City safety procedures.

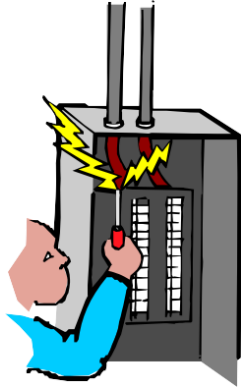
No one is to lend any City equipment or tools to any contractor unless specific approval has been obtained from the department head.



ELECTRICAL HAZARDS

(Only authorized personnel shall perform electrical work within the city.)

- a) Where electrical equipment must be utilized in damp or wet locations (inside buildings or outdoors), you **MUST** be plugged into a GFI-protected cord, **AND** wearing rubber boots and gloves.
- b) Proper lockout/tagout procedures shall be followed when performing installation, repair, maintenance, modification, or any other adjustments to power equipment where unexpected energization or start-up of the equipment could harm employees.
- c) Never attempt work in or near overhead or underground power lines, or gas lines. Contact the appropriate personnel prior to any work being performed.
- d) In case of downed power lines, get away from the danger area, keep others away, and contact emergency services or appropriate personnel equipped to do the repair job.
- e) In case of contact with live wires, do not touch the victim. Call 911.
- f) Control or fuse boxes should be kept closed at all times and should be labeled to indicate the areas or machinery they operate.
- g) Extension cords should not be run across aisles or through oil or water. Do not tightly bind cords as they become damaged and dangerous. Cords should be inspected for kinks, worn insulation, and exposed strands or wire before use. Dispose of and replace any cords exhibiting wear.
- h) When fuses blow continually, it is an indication of an overload or short. This condition should be reported to your supervisor immediately.
- i) Keep electrical equipment properly oiled, free of grease, and dirt.
- j) Keep all safety devices and decals in place, replace as needed.



PUBLIC UTILITY SERVICES – LINE LOCATIONS

Public utilities are often installed in or near the work sites, and good coordination between you and the utility companies is a **MUST**. Contact with, or damage to, other utilities may affect the safety of the workers on the job, the safety of the public, or interruption of essential utilities services. To avoid these problems, line locations are required before any digging, trenching, or overhead or underground operations are begun. Schedule locates at least 24-48 hours in advance, when possible.

The following safety procedures shall be followed:

Before Work is Started, a supervisor shall:

- a) Check plans and/or call No Cuts 1-800-432-4770 to see if any utility services are located in or adjacent to the work site area.
- b) Contact other utility agencies and coordinate line locations.
- c) Make a personal inspection of the job site to identify what signs, post markers, overhead electrical lines, etc., may be seen and make this information known to all affected employees.
- d) Have all utility agency's emergency phone numbers at the job site area, so that an immediate report can be made if accidental contact is made.

If Accidental Contact Occurs:

- a) Call 911 for emergency medical/fire/rescue services.
- b) Report incident to the affected utility service and to your supervisor.
- c) Secure the area and re-route traffic, if necessary, until situation is cleared or until relieved by the proper authorities.



LADDERS AND SCAFFOLDING

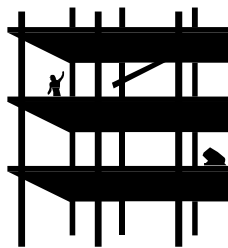
The following procedures will prevent accidents and possible injury relating to ladders and scaffolding:

Ladders:

- a) Metal ladders shall not be used in the vicinity of electrical circuits.
- b) Inspect for defects before using. Keep rungs clean and free of grease and oil.
- c) Ladders should not be placed against window sash.
- d) Straight ladders form a triangle when placed against a wall or object for climbing. When properly placed, the bottom side of the triangle should be about one fourth as long as the vertical, (i.e. if the ladder is leaned against the wall eight feet high, the ladder should be set two feet from the wall.)
- e) When using a straight ladder, it should be long enough to extend at least three rungs above the level to which the user is climbing. Stepladders are not designed to be used as straight ladders.
- f) If the bottom of a ladder is placed on an unsecured surface, secure the ladder in a position by the use of hooks, ropes, spikes, cleats or other anti-slip devices, or by stationing an employee at the ladder base to hold it in position during use.
- g) Never stand on the top step of a ladder to work.
- h) Only one person should be on a ladder at a time.
- i) If it is necessary to place a ladder near a door or where there is potential traffic, set up warning signals, or take other precautions to prevent accidental contacts, which might upset the ladder.

Scaffolding:

- a) Planks and other materials used in building scaffolding must be sound and free from knots. Keep planks in good condition with a spar varnish (never use paint on planks).
- b) Planking should be adequately cleated; the scaffolding over ten feet high should have toe boards, mid-rails and handrails.
- c) Be sure staging is on a sound base.
- d) Loose tools on top of scaffolding are liable to fall and injure someone. Keep tools in a bucket or box secured on the scaffolding.



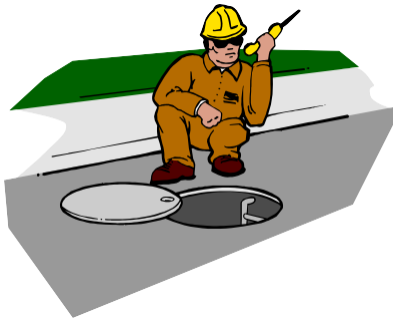
WORKING IN CONFINED SPACES

The OSHA confined space standard defines a confined space as a space that is large enough for an employee to enter, has restricted means of entry or exit, and is not designed for continuous employee occupancy. Examples of confined spaces are storage tanks and bins, ductwork, tunnels, sewers, manholes and wetwells. The most common confined space areas for city employees will be sewers, manholes and wetwells.

Specific confined space hazards include physical hazards (mechanical equipment, temperature, sound, engulfment, entrapment, etc.), oxygen deficiency (identified as the primary hazard), combustibility (fire and explosion), and toxic air contaminants. The presence of any one or combination of these hazards constitutes a permit-required confined space (PRCS). Before entry into a PRCS, a written permit must be obtained according to the Confined Space Operating and Rescue Procedures Plan.

Safety Rules:

- a) Before entering confined spaces, test for oxygen and explosive/toxic vapors and gases.
- b) Venting of hazardous atmospheres shall be accomplished before entering, whenever possible.
- c) Maintain adequate ventilation while working.
- d) When using portable blowers to ventilate, make sure the air intake will not pick up carbon monoxide fumes from the engine.
- e) Adequate respiratory equipment shall be available for use, if necessary, and all potential users shall be instructed in the proper use of such equipment.
- f) No employees shall enter a manhole, sewer, tank, or other underground confined space without a safety belt or harness and attached lifeline, tended by another employee at the point of entry.
- g) When opening manholes in streets, use barricades and warning signs to protect pedestrian traffic and to alert vehicle traffic to the hazard.
- h) Never allow exits to be blocked.
- i) Ladders shall be used when entering manholes, when there is any doubt about the safety of manhole steps.
- j) Only lights approved and provided by the City shall be used in manholes or areas where explosive vapors or gases may exist.



MOTOR VEHICLE & MOBILE EQUIPMENT

City vehicles are easily identified and, therefore, constitute a traveling advertisement seen by many citizens. In our relationship with other motorists and pedestrians, we exercise an important influence upon good or bad public relations. By utilizing courteous, considerate, and safe driving habits, we shall build good public relations as well as avoid needless accidents.



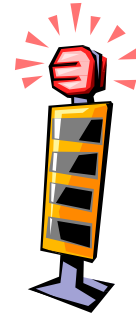
Safety Rules:

- a) Wear seat belts while driver or passenger in any city vehicle/equipment.
- b) If employees must ride in the back of a truck, they shall sit on the floor of the bed, or in seats constructed for that purpose.
- c) All employees shall be responsible for a safety check, EACH DAY, of any vehicle or mobile equipment he/she is assigned to drive. Safety checks shall be documented on the appropriate form, as provided by the Department. Supervisors shall be notified immediately of any necessary repairs needed.
- d) Position all adjustments for safe driving before starting vehicle (i.e., seat, mirrors, etc.)
- e) Drivers of City vehicles must possess a valid Florida drivers' license and they must be thoroughly familiar with the state and local regulations governing motor vehicle operation.
- f) All slow moving equipment operated in public right-of-ways shall be equipped with a triangular shaped reflecting sign in accordance with Florida Motor Vehicle Code.
- g) Be sure all loads are secured prior to movement of vehicle.
- h) Never take drugs or strong medication before operating a vehicle. Remember that drugs, illnesses or extreme fatigue may affect your ability to judge distances, speed, and driving conditions.
- i) Supervisors are responsible for ensuring that employees are utilizing seat belts.
- j) No more than three (3) persons shall be permitted to ride in the front seat of any vehicle, providing there are three (3) seatbelts available.
- k) Never leave the vehicle unattended with the motor running.
- l) Stay within posted speed limits. Slow down when conditions warrant.
- m) Be particularly cautious and alert while driving around children.
- n) Do not assume the right-of-way, DON'T BE PUSHY, YIELD OR STOP.
- o) Avoid tailgating. Keep a safe distance behind other vehicles and slow down or stop to let tailgaters pass.
- p) Turn on low beam headlights during rainstorms and fog.
- q) When refueling, shut off motor and do not smoke.



AERIAL PLATFORMS AND BASKETS:

- a) Exercise extreme care when operating this type of equipment near overhead power lines.
- b) Only those employees who are trained and well versed in this type of equipment operation shall be allowed to perform these operations.
- c) Vehicle must remain parked while platform or basket is raised.
- d) When outriggers are part of the vehicle's equipment, use them.
- e) Strategically place appropriate warning devices to warn on-coming traffic while working in or near roadways.
- f) Always utilize safety belts and halyard.



WORKING IN ROADWAYS AND PUBLIC RIGHT-OF-WAYS

Municipal employees are often required to work in or along public roads and right-of-ways, normally used for vehicle or pedestrian traffic to repair utility services, or perform tree trimming, or landscaping tasks, and other maintenance activities. It is desirable that, whenever possible, some continued flow of traffic be maintained with the least possible interference with normal traffic patterns.

Safety Rules:

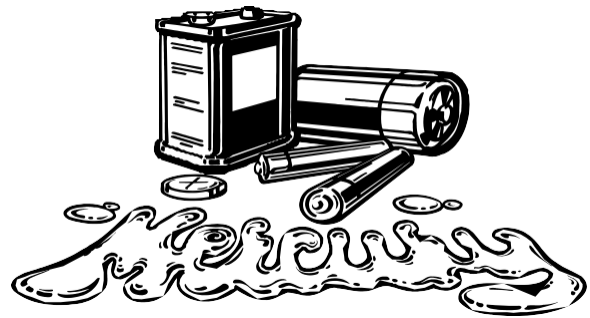
- a) Before full or partial road closure, notify all appropriate agencies, as necessary.
- b) Wear employer prescribed Personal Protective Equipment (PPE), such as a safety vest, hardhat, safety shoes, gloves, etc.
- c) Individuals working in roadways and right-of-ways must be properly trained in current traffic control practices.



CHEMICAL HAZARDS

Safety Rules:

- a) Never eat, drink, or smoke around chemicals in the work area.
- b) Keep flammable and explosive material away from any heat sources.
- c) Make sure there is enough ventilation in the work area. If you feel the slightest amount of dizziness or nausea, report the incident immediately to your supervisor.
- d) Use the proper personal protective equipment. This may include gloves, safety glasses, masks, respirators, and work clothes depending on the type of chemicals you are using.
- e) Know how to properly dispose of all contaminated materials.
- f) Always use established procedures for handling, storing, or transporting hazardous chemicals.
- g) Material Safety Data Sheets (MSDS) are available on every chemical used by the City and should be referred to often. Each separate City location has an MSDS book particular to that location. General Services maintains copies of all MSDSs used in the City. Employees should be trained on and familiar with the Right to Know Act.
- h) Because most injuries occur when mixing chemicals or loading chemical application devices, special care should be taken when performing these tasks.
- i) Employees should be trained on and familiar with their department/division's Hazard Communication/Right to Know plan.



SAFETY PROCEDURES FOR ALL EMPLOYEES:

This listing is a summary and is not inclusive. It is each employee's responsibility to be aware and follow all City rules and regulations.

1. Constantly observe work conditions, equipment, and tools for the purpose of preventing accidents.
2. Comply with all job safety instructions. Request help when unsure how to perform a task safely.
3. Use all safety equipment that is required on the job.
4. Correct unsafe acts or conditions within the scope of your immediate work. Report any unsafe acts to your supervisor.
5. Advise supervisor of any faulty tools or equipment.
6. Stop work if conditions are such that there is immediate danger to life, limb or property.
7. The safe way to do a job must always be found before going ahead. Contact your supervisor when in doubt.
8. Practice good housekeeping in your work area. Pick up your tools. Do not leave materials and scrap where they will be hazardous to others.
9. For your protection, obey all warning signs.
10. Fighting or horseplay will not be tolerated.
11. Whenever you are involved with any accident that results in personal injury or damage to property, no matter how small, the accident must be reported to the immediate supervisor. Get first aid promptly.
12. Reporting to work under the influence of intoxicants, tranquilizers, narcotics, or other dangerous drugs, or possession of such, not prescribed by a doctor is prohibited. Report all medications prescribed by your doctor that may affect your work performance to your supervisor.
13. All prescribed safety and personal protective equipment should be used when required, and maintained in good working order.
14. When lifting, use the proper lifting technique.
15. Defective machines, tools, etc. will be reported and taken out of service at once.
16. Know the location, type, and how to use all fire extinguishers in your work area. Know the location of the nearest exit.
17. No employee shall remove, displace, damage, destroy, or alter any safety devices or safeguards provided, nor shall anyone interfere in any way with use thereof.
18. Do not operate machines, tools, equipment, or City vehicles without authorization.

Safety Inspection Form - Month of: _____

Symbols ✓ = Ok, ☒ = Corrective Action Needed

Premises Locations

General Conditions/Premises Operations and Maintenance

Inside		Outside	
1	Housekeeping	22	Unauthorized Vehicles
2	Signage: Fresh paint/intact/clear view	23	Parking Lot Striping
3	Temperature control Adequate	24	Step Hazard Yellow Striping
4	Lighting Inside	25	Sprinkler Heads
5	Lighting (Outdoor) Poles Free of Damage	26	Outer Walls
6	Improper tool use	27	Benches
7	PPE In place/adequate inventory	28	Sidewalks
8	Ceiling Tiles/Water Marks	29	Door Mats
9	Flammable Storage Policy Followed	30	Ground Floor Windows
10	Hall Lighting	31	Parking Surfaces
11	Emergency Lighting	32	Ant Piles
12	Exit Sign Lighting	33	Excess Vegetation
13	Fire Extinguishers	34	Outer Door Locks
14	Carpeting	35	Wind Sock
15	Other Floor Surfaces	36	Auth. Personnel Only signage
16	Restroom Floors	37	A/C Poles at all tanks/buildings
17	Storage at Exits	38	Overhanging trees
18	Storage in Front of Breakers	39	Debris/Trash
19	Fire Alarm	40	Yard Waste
20	Security Alarm	41	Other:
21	Smoke Detectors	42	Other:
NIGHT TIME			
43	Lighting Building Entrances	46	Lighting - Loading Docks
44	Parking area lighting	47	Flood Lights
45		48	Perimeter Lighting
Security/Delivery/Contractors			
49	Contractor monitoring	51	Shipping/Receiving attendees
50	Certification of contractor Training	52	Loading Attendees
Chemical Storage (General) Areas			
53	Tanks/feed lines: safe zone maintained	66	Poisonous gas mixtures
54	Leak detection equip/alarms tested	67	MSDS review

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City Hall Outside and Inside Common Areas

	Item <small>Symbols ✓ = Ok, ☒ = Corrective Action Needed</small>	Friday ↓ Week ↓
1	Entry ways	1 2 3 4 5
2	Inside Floors	1 2 3 4 5
3	Isles/Walkways	1 2 3 4 5
4	Offices/Cubicles/General Work Areas	1 2 3 4 5
5	Office Area Lighting	1 2 3 4 5
6	Hall Lighting (If any)	1 2 3 4 5
67	Ceilings/Walls	1 2 3 4 5
8	Exit Areas	1 2 3 4 5
9	Fire Extinguishers	1 2 3 4 5
10	Temperature	1 2 3 4 5
11	Smoke Detectors	1 2 3 4 5
12	Kitchen/Break Room	1 2 3 4 5
13	Sprinkler Heads	1 2 3 4 5
14	Stairways	1 2 3 4 5
15	Electrical	1 2 3 4 5
16	Safety Station	1 2 3 4 5
17	Emergency Exit Maps	1 2 3 4 5
18	Storage Areas	1 2 3 4 5
19	Chemical Storage	1 2 3 4 5
20	Other	1 2 3 4 5

Inspected By: _____
Print Name
Signature
File Date:

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Inspection Form Key

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	Item		
1	Entry ways	11	Smoke Detectors
	Check for wet/oily floor surfaces, damage to door locks, condition of carpet/door mat, condition of name placard/sign		Detectors indicating battery charge. Detectors placed every 100ft. Test performed on stable platform
2	Inside Floors	12	Kitchen/Break Room
	Carpet, tile, rugs free of defects, spills, dirt or oil build-up		Adequate house keeping, no non-food preparation storage items, no slip floors, permanently mounted fire extinguisher, light use extension cords only.
3	Isles/Walkways	13	Sprinkler Heads
	44" Clear space maintained between walls and /or office equipment, no storage items, no trip hazards such as taped-to-floor extension cords		Office areas including storage rooms, conference rooms and break rooms and hall ways: Minimum 18' clearance to sprinkler heads
4	Offices/Cubicles/General Work Areas	14	Stairways
	Clear floor areas, housekeeping, light use		Adequate lighting, grip step surfaces, free of any

	extension cords only, office furniture in good repair. ,		storage or housekeeping issues, entry door free of obstruction, properly marked as Exit/Stairway
5	Office Area Lighting	15	Electrical
	Adequate lighting in all office areas including storage rooms, break areas, conference rooms and isles		Electrical junction service to all office machinery. Extension cord use limited to small items: clocks, cel charger cords, adding machines etc
6	Hall Lighting (If any)	16	Safety Station
	Adequate lighting in all internal hallways		Presence of stocked: first aid kit, bloodborne pathogens kit, MSDS book and lock-out/tag-out supplies.
7	Ceilings/Walls	17	Emergency Exit Maps
	Ceiling tiles and walls free of seepage, blistering or staining due to roof leaks, a/c duct condensation or other moisture sources.		Emergency exit plans posted conspicuously in all areas over 50ft. from actual building or floor exit. Indicate exit and blind corner signage.
8	Exit Areas	18	Storage Areas
	Presence of lighted exit signs, blind corner signs, exit ways free of storage, trash or other housekeeping violations, locks on exterior only.		All storage rooms organized, with clear isles, moderate shelve loading. Rolling step ladders for high reach areas. 18" clearance to sprinklers.
9	Fire Extinguishers	19	Chemical Storage
	Fire extinguisher placed every 100 ft in general areas, permanently mounted, current tag, type ABC.		Storage of any chemicals, cleaners, solvents, copy toners, or other potentially toxic materials in separate closed area.
10	Temperature	20	Other:
	Apparent air temperature indicating adequate cooling and air replacement volume. Temperature consistent throughout office area		

DAY TIME OUTSIDE

21	Ground Floor Windows	30	Ant Piles
	Check outdoor windows for any defects for signs of vandalism or attempts of security breaches.		Noticeable ant colonization above surface of sod Ant piles with potential for pedestrians to step or stand on.
22	Outer Door Locks	31	Excess Vegetation
	Check outside doors and locks for any defects or signs of vandalism or attempts of security breaches.		Weeds, grass, vegetation, shrubbery or other landscaping items causing trip, visual, hazards or threat of fire division.
23	Sidewalks	32	Signage
	All surfaces in good repair void of any cracks exceeding 1 ½ inch. Edges supported by flush sod, soil or aggregate.		Directional signage in parking and drive areas in good repair.
24	Abandon Vehicles	33	Parking Lot Striping
	Look for signs of extended stay vehicles i.e build up of dirt/dust/debris under vehicle.		Inspect white and blue striping for deterioration or excessive fading.
25	Overhanging trees	34	Step Hazard Yellow Striping
	Absence of dead, dying, weakened or broken limbs over sidewalks, parking areas or outdoor furniture.		Inspect yellow striping for deterioration or excessive fading.
26	Parking Surfaces	35	Lawn Sprinkler Heads
	Look for potholes, cracks or long term pooling of water in or on paved or concrete surfaces.		Look for soil erosion, elevated heads, damaged heads, signs of improper direction or other condition causing a trip hazard.
27	Debris/Trash	36	Outer Walls
	Inspect all areas for collection of trash, and/or other debris on general grounds or collecting near building walls		Inspect for any cracks, leakage, mold growth, vehicle or machinery damage, damage to soffets or roof areas visible from the ground.
28	Yard Waste	37	Benches
	Inspect all areas for collection of yard waste i.e. leaves, grass clippings and fallen tree limbs on general grounds or collecting near building walls		Inspect all benches for splintering, broken planks, missing bolts or other disrepair conditions.
29	Lighting Poles Free of Damage	38	Door Mats
	Inspect all light poles and fixtures for vehicle damage or other disrepair conditions.		Inspect all door mats for tears, excessive wear, fraying, raising, movement or other disrepair conditions.

NIGHT TIME

39	Out Door Lighting	40	Walk way Lighting
	Inspect all light fixtures for need of lamp replacement or other disrepair conditions.		Inspect all walkway light fixtures for need of lamp replacement or other disrepair conditions.

Item Symbols ✓ = Ok, ☒ = Corrective Action Needed		Friday ↓ Week ↓
1	Entry ways	1 2 3 4 5
2	Inside Floors	1 2 3 4 5
3	Isles/Walkways	1 2 3 4 5
4	Offices/Cubicles/General Work Areas	1 2 3 4 5
5	Office Area Lighting	1 2 3 4 5
6	Hall Lighting (If any)	1 2 3 4 5
67	Ceilings/Walls	1 2 3 4 5
8	Exit Areas	1 2 3 4 5
9	Fire Extinguishers	1 2 3 4 5
10	Temperature	1 2 3 4 5
11	Smoke Detectors	1 2 3 4 5
12	Kitchen/Break Room	1 2 3 4 5
13	Sprinkler Heads	1 2 3 4 5
14	Stairways	1 2 3 4 5
15	Electrical	1 2 3 4 5
16	Safety Station	1 2 3 4 5
17	Emergency Exit Maps	1 2 3 4 5
18	Storage Areas	1 2 3 4 5
19	Chemical Storage	1 2 3 4 5
20	Other	1 2 3 4 5

Daytime Inspected By: _____
Print Name Signature

File Date: _____

 Night Time Inspected By: _____
Print Name Signature

File Date: _____

Inspection Form Key

	Item		
1	Entry ways	11	Smoke Detectors
	Check for wet/oily floor surfaces, damage to door locks, condition of carpet/door mat, condition of name placard/sign		Detectors indicating battery charge. Detectors placed every 100ft. Test performed on stable platform
2	Inside Floors	12	Kitchen/Break Room
	Carpet, tile, rugs free of defects, spills, dirt or oil build-up		Adequate house keeping, no non-food preparation storage items, no slip floors, permanently mounted fire extinguisher, light use extension cords only.
3	Isles/Walkways	13	Sprinkler Heads
	44" Clear space maintained between walls and /or office equipment, no storage items, no trip hazards such as taped-to-floor extension cords		Office areas including storage rooms, conference rooms and break rooms and hall ways: Minimum 18" clearance to sprinkler heads
4	Offices/Cubicles/General Work Areas	14	Stairways
	Clear floor areas, housekeeping, light use extension cords only, office furniture in good repair. ,		Adequate lighting, grip step surfaces, free of any storage or housekeeping issues, entry door free of obstruction, properly marked as Exit/Stairway
5	Office Area Lighting	15	Electrical
	Adequate lighting in all office areas including storage rooms, break areas, conference rooms and isles		Electrical junction service to all office machinery. Extension cord use limited to small items: clocks, cell charger cords, adding machines etc
6	Hall Lighting (If any)	16	Safety Station
	Adequate lighting in all internal hallways		Presence of stocked: first aid kit, bloodborne pathogens kit, MSDS book and lock-out/tag-out supplies.
7	Ceilings/Walls	17	Emergency Exit Maps
	Ceiling tiles and walls free of seepage, blistering or staining due to roof leaks, a/c duct condensation or other moisture sources.		Emergency exit plans posted conspicuously in all areas over 50ft. from actual building or floor exit. Indicate exit and blind corner signage.
8	Exit Areas	18	Storage Areas
	Presence of lighted exit signs, blind corner signs, exit ways free of storage, trash or other housekeeping violations, locks on exterior only.		All storage rooms organized, with clear isles, moderate shelf loading. Rolling step ladders for high reach areas. 18" clearance to sprinklers.
9	Fire Extinguishers	19	Chemical Storage
	Fire extinguisher placed every 100 ft in general areas, permanently mounted, current tag, type ABC.		Storage of any chemicals, cleaners, solvents, copy toners, or other potentially toxic materials in separate closed area.
10	Temperature	20	Other:
	Apparent air temperature indicating adequate cooling and air replacement volume. Temperature consistent throughout office area		

[Back to Page One](#)

Back to Page One Police Department - Day/Night Inspections Month of: _____

Item Symbols ✓ = Ok, ☒ = Corrective Action Needed		Friday ↓ Week ↓
1	Entry ways	1 2 3 4 5
2	Inside Floors	1 2 3 4 5
3	Isles/Walkways	1 2 3 4 5
4	Offices/Cubicles/General Work Areas	1 2 3 4 5
5	Office Area Lighting	1 2 3 4 5
6	Hall Lighting (If any)	1 2 3 4 5
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8	Exit Areas	1 2 3 4 5
9	Fire Extinguishers	1 2 3 4 5
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13	Sprinkler Heads	1 2 3 4 5
14	Stairways	1 2 3 4 5
15	Electrical	1 2 3 4 5
16	Safety Station	1 2 3 4 5
17	Emergency Exit Maps	1 2 3 4 5
18	Storage Areas	1 2 3 4 5
19	Chemical Storage	1 2 3 4 5
20	Other	1 2 3 4 5

DAY TIME OUTSIDE			
	Friday ↓ Week ↓	Item Inside	Friday ↓ Week ↓
21	Ground Floor Windows	30	Ant Piles
22	Outer Door Locks	31	Excess Vegetation
23	Sidewalks	32	Signage
24	Abandon Vehicles	33	Parking Lot Striping
25	Overhanging trees	34	Step Hazard Yellow Striping
26	Parking Surfaces	35	Sprinkler Heads
27	Debris/Trash	36	Outer Walls
28	Yard Waste	37	Benches
29	Lighting Poles Free of Damage	38	Door Mats
NIGHT TIME			
39	Out Door Lighting	40	Walk way Lighting
Comments/Condition/Action Needed/Work Order Reference			

Daytime Inspected By: _____
Print Name Signature

File Date: _____

 Night Time Inspected By: _____
Print Name Signature

File Date: _____

Inspection Form Key

	Item		
1	Entry ways	11	Smoke Detectors
	Check for wet/oily floor surfaces, damage to door locks, condition of carpet/door mat, condition of name placard/sign		Detectors indicating battery charge. Detectors placed every 100ft. Test performed on stable platform
2	Inside Floors	12	Kitchen/Break Room
	Carpet, tile, rugs free of defects, spills, dirt or oil build-up		Adequate house keeping, no non-food preparation storage items, no slip floors, permanently mounted fire extinguisher, light use extension cords only.
3	Isles/Walkways	13	Sprinkler Heads
	44" Clear space maintained between walls and /or office equipment, no storage items, no trip hazards such as taped-to-floor extension cords		Office areas including storage rooms, conference rooms and break rooms and hall ways: Minimum 18" clearance to sprinkler heads
4	Offices/Cubicles/General Work Areas	14	Stairways
	Clear floor areas, housekeeping, light use extension cords only, office furniture in good repair. ,		Adequate lighting, grip step surfaces, free of any storage or housekeeping issues, entry door free of obstruction, properly marked as Exit/Stairway
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6	Hall Lighting (If any)	16	Safety Station
	Adequate lighting in all internal hallways		Presence of stocked: first aid kit, bloodborne pathogens kit, MSDS book and lock-out/tag-out supplies.
7	Ceilings/Walls	17	Emergency Exit Maps
	Ceiling tiles and walls free of seepage, blistering or staining due to roof leaks, a/c duct condensation or other moisture sources.		Emergency exit plans posted conspicuously in all areas over 50ft. from actual building or floor exit. Indicate exit and blind corner signage.
8	Exit Areas	18	Storage Areas
	Presence of lighted exit signs, blind corner signs, exit ways free of storage, trash or other housekeeping violations, locks on exterior only.		All storage rooms organized, with clear isles, moderate shelve loading. Rolling step ladders for high reach areas. 18" clearance to sprinklers.
9	Fire Extinguishers	19	Chemical Storage
	Fire extinguisher placed every 100 ft in general areas, permanently mounted, current tag, type ABC.		Storage of any chemicals, cleaners, solvents, copy toners, or other potentially toxic materials in separate closed area.
10	Temperature	20	Other:
	Apparent air temperature indicating adequate cooling and air replacement volume. Temperature consistent throughout office area		

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DAY TIME OUTSIDE			
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	Check outdoor windows for any defects for signs of vandalism or attempts of security breaches.		Noticeable ant colonization above surface of sod Ant piles with potential for pedestrians to step or stand on.
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	Check outside doors and locks for any defects or signs of vandalism or attempts of security breaches.		Weeds, grass, vegetation, shrubbery or other landscaping items causing trip, visual, hazards or threat of fire division.
23	Sidewalks	32	Signage
	All surfaces in good repair void of any cracks exceeding 1 ½ inch. Edges supported by flush sod, soil or aggregate.		Directional signage in parking and drive areas in good repair.
24	Abandoned Vehicles	33	Parking Lot Striping
	Look for signs of extended stay vehicles i.e build up of dirt/dust/debris under vehicle.		Inspect white and blue striping for deterioration or excessive fading.
25	Overhanging trees	34	Step Hazard Yellow Striping
	Absence of dead, dying, weakened or broken limbs over sidewalks, parking areas or outdoor furniture.		Inspect yellow striping for deterioration or excessive fading.
26	Parking Surfaces	35	Lawn Sprinkler Heads
	Look for potholes, cracks or long term pooling of water in or on paved or concrete surfaces.		Look for soil erosion, elevated heads, damaged heads, signs of improper direction or other condition causing a trip hazard.
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	Inspect all areas for collection of trash, and/or other debris on general grounds or collecting near building walls		Inspect for any cracks, leakage, mold growth, vehicle or machinery damage, damage to soffets or roof areas visible from the ground.
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	Inspect all areas for collection of yard waste i.e. leaves, grass clippings and fallen tree limbs on general grounds or collecting near building walls		Inspect all benches for splintering, broken planks, missing bolts or other disrepair conditions.
29	Lighting Poles Free of Damage	38	Door Mats
	Inspect all light poles and fixtures for vehicle damage or other disrepair conditions.		Inspect all door mats for tears, excessive wear, fraying, raising, movement or other disrepair conditions.
NIGHT TIME			
39	Out Door Lighting	40	Walk way Lighting
	Inspect all light fixtures for need of lamp replacement or other disrepair conditions.		Inspect all walkway light fixtures for need of lamp replacement or other disrepair conditions.

Police Department - Day/Night Inspections

Month of: _____

DAY TIME			
	Friday ↓ Week ↓	Item Inside	Friday ↓ Week ↓
Ground Floor Windows	1 2 3 4 5	Hall Lighting	1 2 3 4 5
Outer Door Locks	1 2 3 4 5	Ceiling Tiles/Water Marks	1 2 3 4 5
Sidewalks	1 2 3 4 5	Exit Sign Lighting	1 2 3 4 5
Abandon Vehicles	1 2 3 4 5	Fire Extinguishers	1 2 3 4 5
Overhanging trees	1 2 3 4 5	Carpeting	1 2 3 4 5
Parking Surfaces	1 2 3 4 5	Other Floor Surfaces	1 2 3 4 5
Debris/Trash	1 2 3 4 5	Temperature	1 2 3 4 5
Yard Waste	1 2 3 4 5	Restroom Floors	1 2 3 4 5
Lighting Poles Free of Damage	1 2 3 4 5	Emergency Lighting	1 2 3 4 5
Ant Piles	1 2 3 4 5	Fire Alarm	1 2 3 4 5
Excess Vegetation	1 2 3 4 5	Security Alarm	1 2 3 4 5
Signage	1 2 3 4 5	Smoke Detectors	1 2 3 4 5
Parking Lot Striping	1 2 3 4 5	Debris/Trash	1 2 3 4 5
Step Hazard Yellow Striping	1 2 3 4 5	Storage at Exits	1 2 3 4 5
Sprinkler Heads	1 2 3 4 5	Storage in Front of Breakers	1 2 3 4 5
Outer Walls	1 2 3 4 5		1 2 3 4 5
Benches	1 2 3 4 5		1 2 3 4 5
Door Mats	1 2 3 4 5		1 2 3 4 5
	1 2 3 4 5		1 2 3 4 5
NIGHT TIME			
Out Door Lighting	1 2 3 4 5	Walk way Lighting	1 2 3 4 5

Comments/Condition/Action Needed/Work Order Reference

Daytime Inspected By: _____
Print Name Signature

File Date: _____

Night Time Inspected By: _____
Print Name Signature

File Date: _____

Fire Stations Monthly Self-Inspection Form

Location _____ Month Of _____

Symbols ✓ = Ok, ☒ = Corrective Action Needed

Premises Location

Main Station	Offices	Bay/Crime lab/Turnouts	Bay
Roof	Mechanical Room	Front Lawns/Walkways	Hose Tower
Offices/Mechanical Rooms	Station (???)	Station (???)	Compressor
Bay/Crime lab/Turnouts	Offices/Mech Rooms	Offices/MechRooms	Beach SafetyS
Front Lawns/Walkways	O ₂ /Bay/Whse	Bay/Crime lab/Turnouts	Offices
Station 40	Front Lawns/Walkways	Front Lawns/Walkways	Bay
Vehicle Maint	Station (???)	Station (???)	Locker Room
Bay	Offices/Mech Rooms	Offices/Mech Rooms	Training

I - Parking Areas		III Building Interior		VI - Kitchen Equipment	
1	Excess Oil Buildup	30	Interior Doors and Stairways	56	Cooking Equipment NFPA #96
2	Pot holes	31	Exit doors properly marked	57	Hood/duct exhaust NFPA #96
3	Paved surface deterioration	32	Exit doors easily opened	58	Grease filters NFPA #96
4	Lighting	33	Exit doors open outward	59	Hood/duct scheduled cleaning
5	Tire Stops DOT Yellow	34	Exit doors - panic hardware	60	Automatic fire Ext Sys.
6	Overhanging Trees	35	Exit doors easily opened/closed	61	Annual Cert 6. Fire Ext. Sys.
7	Abandon Vehicles	36	Doorways/Halls free of obstion	VII - Housekeeping	
8	Pedestrian Striping/Bike Lanes	37	False doors/windows identified	63	Storage areas clean and orderly
9	Off Path Indicators	38	Interior stairs have anti-slip treads	63	Trash/rubbish Metal containers
10	Over grown landscaping	39	Stairways- secured handrails	64	Flammables / Metal cabinets
12	Algae - walking Surfaces	40	Stairways - storage/obstructions	65	Evidence of smoking indoors
13	On premise traffic control	41	Stairways - proper lighting	67	Combustible Wastes Disposal
14	Exit traffic control	IV - Heating and Air Rooms		68	Oily rags in metal container
15	Debris Trip Hazards	42	Annual Inspection Cert-Specialist	VIII General	
16	Disable parking	43	Insulation Pipes/Ducts intact	69	BB Path
17		44	Area free of storage	70	Safety Trio
II Building Exterior		45	Posted as restricted area	71	Head Injury Signage
18	Trash Collection/Build-up	V - Electrical Panels		72	No exit signs
19	Walkways	46	5 yr Inspection Cert-Specialist	73	Emergency Exit Plans
20	Stairs	47	Electrical panels kept closed	74	Municipal Std. Housekeeping
21	Sidewalk Deterioration	48	Area free of storage	75	Hose Racks
22	Sidewalk edges	49	Infrared Testing	76	Eye Protection Stations
23	Side Walk Root un-leveling	50	Switch Matting In place	77	CSE Map
24	Bench Splintering	51	Fire Suppression	78	HR Postings
25	Fire Escapes Doors Clear	52	Posted as restricted area	79	Delineation
26	Exit Lighting	VI - Fire Protection		80	PPE
27	Handrails	53	Fire extinguishers tagged	81	First Aid supply
28	Door/Floor Mats	54	Fire Ext each 75 feet each floor	82	Lighting
29	Walkway lighting	55	Smoke/heat detection Insp current	83	Ventilation

VIII Garage Volatiles

84	Engine exhaust hoses in good condition.	97	No cloth shoes, sandals, loose fitting clothing or jewelry.
85	Exhaust Syst while vehicle engine running.	98	All personnel in repair areas should wear eye protection and/or face shields (100% eye protection).
86	Exhaust hoses returned into their enclosures when not in use and cover plates closed.	99	Long hair tied back or under a hat, cap or net to prevent entanglement with moving parts or equipment.
87	Floor free of water, oil, grease, tools, blocks or other material which could cause slip, trip.	100	All Class 1 flammable liquids stored and/or handled in approved safety cans or in original containers.
88	Metal containers with covers provided for oily rags and waste material. Containers emptied regularly.	101	Approved pumping devices used to remove gasoline from vehicles. Bonding straps used.
89	Power lockout procedure posted and enforced A	102	No smoking, sparks, welding, cutting or open flame within 15 feet of where Class 1 flammable liquids are stored.
90	All automotive lifts inspected annually.	103	Portable fire extinguishers

91	All auxiliary support or positive stop devices on automotive		104	Portable and fixed equipment checked monthly and thoroughly inspected annually.	
92	All cranes, hoists, chain falls and winches have their rated capacity clearly identified.		105	Eyewash station and emergency shower clean, unobstructed and operable near battery charging location.	
93	All chains, cables and slings inspected. Damaged units discarded.		106	First aid kit fully stocked, fire blanket in body shop and repair area.	
94	All portable power or hand tools inspected.		107	"NO SMOKING" sign posted in these restricted areas and enforced..	
95	All hammers with mushroomed heads, files without tang covers, wrenches with spread jaws, or cracks, etc., repaired or replaced.		108	Employees performing welding/cutting, should not wear cuffed trousers or shirts with open pockets. Work permits and procedures enforced.	
96	Electrical equipment checked for continuity of ground frayed cords and exposed wiring. Those with defects removed from service.		109	Written preventative maintenance program in effect.	

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Dept	#	Comments/Condition/Action Needed/Work Order Reference
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Daytime Inspected By: _____
Print Name Signature

File Date: _____

Night Time Inspected By: _____
Print Name Signature

File Date: _____

Back to Page One

Back to Page One **Public Utilities – Weekly Inspections (Day/Night)**

Month of: _____

Symbols ✓ = Ok, ☒ = Corrective Action Needed		DAY TIME															
					↓ Week ↓					↓ Week ↓							
General Conditions/Operations Maintenance																	
Inside							Outside										
Housekeeping	1	2	3	4	5	Unauthorized Vehicles	1	2	3	4	5	Unauthorized Vehicles	1	2	3	4	5
Signage: Fresh paint/intact/clear view	1	2	3	4	5	Parking Lot Striping	1	2	3	4	5	Parking Lot Striping	1	2	3	4	5
Temperature control Adequate	1	2	3	4	5	Step Hazard Yellow Striping	1	2	3	4	5	Step Hazard Yellow Striping	1	2	3	4	5
Lighting Inside	1	2	3	4	5	Sprinkler Heads	1	2	3	4	5	Sprinkler Heads	1	2	3	4	5
Lighting (Outdoor) Poles Free of Damage	1	2	3	4	5	Outer Walls	1	2	3	4	5	Outer Walls	1	2	3	4	5
Improper tool use	1	2	3	4	5	Benches	1	2	3	4	5	Benches	1	2	3	4	5
PPE In place/adequate inventory	1	2	3	4	5	Sidewalks	1	2	3	4	5	Sidewalks	1	2	3	4	5
Ceiling Tiles/Water Marks	1	2	3	4	5	Door Mats	1	2	3	4	5	Door Mats	1	2	3	4	5
Flammable Storage Policy Followed	1	2	3	4	5	Ground Floor Windows	1	2	3	4	5	Ground Floor Windows	1	2	3	4	5
Hall Lighting	1	2	3	4	5	Parking Surfaces	1	2	3	4	5	Parking Surfaces	1	2	3	4	5
Emergency Lighting	1	2	3	4	5	Ant Piles	1	2	3	4	5	Ant Piles	1	2	3	4	5
Exit Sign Lighting	1	2	3	4	5	Excess Vegetation	1	2	3	4	5	Excess Vegetation	1	2	3	4	5
Fire Extinguishers	1	2	3	4	5	Outer Door Locks	1	2	3	4	5	Outer Door Locks	1	2	3	4	5
Carpeting	1	2	3	4	5	Wind Sock	1	2	3	4	5	Wind Sock	1	2	3	4	5
Other Floor Surfaces	1	2	3	4	5	Auth. Personnel Only signage	1	2	3	4	5	Auth. Personnel Only signage	1	2	3	4	5
Restroom Floors	1	2	3	4	5	A/C Poles at all tanks/buildings	1	2	3	4	5	A/C Poles at all tanks/buildings	1	2	3	4	5
Storage at Exits	1	2	3	4	5	Overhanging trees	1	2	3	4	5	Overhanging trees	1	2	3	4	5
Storage in Front of Breakers	1	2	3	4	5	Debris/Trash	1	2	3	4	5	Debris/Trash	1	2	3	4	5
Fire Alarm	1	2	3	4	5	Yard Waste	1	2	3	4	5	Yard Waste	1	2	3	4	5
Security Alarm	1	2	3	4	5	Other:	1	2	3	4	5	Other:	1	2	3	4	5
Smoke Detectors	1	2	3	4	5	Other:	1	2	3	4	5	Other:	1	2	3	4	5
NIGHT TIME																	
Lighting Building Entrances	1	2	3	4	5	Lighting - Loading Docks	1	2	3	4	5	Lighting - Loading Docks	1	2	3	4	5
Parking area lighting	1	2	3	4	5	Flood Lights	1	2	3	4	5	Flood Lights	1	2	3	4	5
	1	2	3	4	5	Perimeter Lighting	1	2	3	4	5	Perimeter Lighting	1	2	3	4	5
Security Delivery / Contractors																	
Contractor monitoring	1	2	3	4	5	Shipping/Receiving attendees						Shipping/Receiving attendees					
Certification of contractor Training	1	2	3	4	5	Loading Attendees						Loading Attendees					
Chemical Storage (General) Areas																	
Tanks/feed lines: safe zone Maint	1	2	3	4	5	Poisonous gas mixtures	1	2	3	4	5	Poisonous gas mixtures	1	2	3	4	5
Leak detection equip/alarms tested	1	2	3	4	5	MSDS review	1	2	3	4	5	MSDS review	1	2	3	4	5
Windsocks fully functional	1	2	3	4	5	Cl ₂ Chemical Props/Dangers	1	2	3	4	5	Cl ₂ Chemical Props/Dangers	1	2	3	4	5
Emerg Repair Kits present/stocked	1	2	3	4	5	Thermal Expansion risks	1	2	3	4	5	Thermal Expansion risks	1	2	3	4	5
Emergency PPE present/mounted	1	2	3	4	5	Cl ₂ /Moisture affects	1	2	3	4	5	Cl ₂ /Moisture affects	1	2	3	4	5
Emergency Com. Info. posted	1	2	3	4	5	Cl ₂ Fire/Elevated Temp affects	1	2	3	4	5	Cl ₂ Fire/Elevated Temp affects	1	2	3	4	5
Daily insp. check lists up to date	1	2	3	4	5	Unloading Procedure Chk.list	1	2	3	4	5	Unloading Procedure Chk.list	1	2	3	4	5
6 rounds per day checks up to date	1	2	3	4	5	Lockout/Tagout	1	2	3	4	5	Lockout/Tagout	1	2	3	4	5
SOP's available/conspicuous	1	2	3	4	5	Hot work	1	2	3	4	5	Hot work	1	2	3	4	5
Inspections per Mfg. Rec.s	1	2	3	4	5	Line Operating	1	2	3	4	5	Line Operating	1	2	3	4	5
Are controls Accessible/Readable	1	2	3	4	5	Container leakage	1	2	3	4	5	Container leakage	1	2	3	4	5
Are controls labeled	1	2	3	4	5								1	2	3	4	5
Are all pipes/valves/tanks labeled	1	2	3	4	5	Other:	1	2	3	4	5	Other:	1	2	3	4	5

Chlorine Areas			
Do piping applications meet Cl ₂ rec.s	1 2 3 4 5	360 down wind risk=scrubbing	1 2 3 4 5
Certify contractor compliance with rec.s	1 2 3 4 5	Pipes/valves/tanks labeled	1 2 3 4 5
Piping supported, sloped, no low spots	1 2 3 4 5	Components of process labeled	1 2 3 4 5
Piping isolated from fire/heat hazards	1 2 3 4 5	Sewers/undgnd structures	1 2 3 4 5
Liquid pressure/relief all closable sgmnts	1 2 3 4 5	Easy access 2 directions EMS	1 2 3 4 5
Build const. meet local code/NFPA-820	1 2 3 4 5	Separation Hydro C NFPA 49	1 2 3 4 5
Building NCII or better	1 2 3 4 5	Separation Corrosives	1 2 3 4 5
Flammable/ fire wall separation	1 2 3 4 5	Protection vehicle collision	1 2 3 4 5
Remote monitored leak detection	1 2 3 4 5	Exhaust ducts floor/intake ceiling	1 2 3 4 5
Minimum 2 exits each storage proc area	1 2 3 4 5	Exhaust fans on/off by remote	1 2 3 4 5
	1 2 3 4 5		1 2 3 4 5
Human Factors			
Written Op.s/Procedures	1 2 3 4 5	Operating system limits	1 2 3 4 5
Use of PPE	1 2 3 4 5	Alarm response diagnosis	1 2 3 4 5
Correct response to alarms	1 2 3 4 5	Emergency response	1 2 3 4 5
	1 2 3 4 5		1 2 3 4 5

Comments/Condition/Action Needed/Work Order Reference

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 Night Time Inspected By: _____
Print Name Signature

File Date: _____

Utilities Wastewater Treatment

Month of: _____

Symbols ✓ = Ok, ☒ = Corrective Action Needed

Premises Location			
Parking/Admin Office/Labs	Next	Next	Liquid O ₂
Maintenance/Office	Fuel Storage	Cl ₂ /Caustic Soda	Main Control
Parking	Caustic	Diesel Fuel #2	O ₂ Train 1-2
Caustic Soda/Calcium	Storage	North Generator Bldg	Clarifiers 5-6
White bldg Trio	B Filter Press	Next	Roadways/Lawn
Next	Chemical Storage	CL 1-4	Perimeter
Screen Bldg	Refuse Filters	O ₂ Train 1-2	Accident Reports

General Conditions/Operations Maintenance			
1	Housekeeping	22	Unauthorized Vehicles
2	Signage: Fresh paint/intact/clear view	23	Parking Lot Striping
3	Temperature control Adequate	24	Step Hazard Yellow Striping
4	Lighting Inside	25	Sprinkler Heads
5	Lighting (Outdoor) Poles Free of Damage	26	Outer Walls
6	Improper tool use	27	Benches
7	PPE In place/adequate inventory	28	Sidewalks
8	Ceiling Tiles/Water Marks	29	Door Mats
9	Flammable Storage Policy Followed	30	Ground Floor Windows
10	Hall Lighting	31	Parking Surfaces
11	Emergency Lighting	32	Ant Piles
12	Exit Sign Lighting	33	Excess Vegetation
13	Fire Extinguishers	34	Outer Door Locks
14	Carpeting	35	Wind Sock
15	Other Floor Surfaces	36	Auth. Personnel Only signage
16	Restroom Floors	37	A/C Poles at all tanks/buildings
17	Storage at Exits	38	Overhanging trees
18	Storage in Front of Breakers	39	Debris/Trash
19	Fire Alarm	40	Yard Waste
20	Security Alarm	41	Other:
21	Smoke Detectors	42	Other:
	NIGHT TIME		
43	Lighting Building Entrances	46	Lighting - Loading Docks
44	Parking area lighting	47	Flood Lights
45		48	Perimeter Lighting

Security Delivery / Contractors			
49	Contractor monitoring	51	Shipping/Receiving attendees
50	Certification of contractor Training	52	Loading Attendees
	Chemical Storage (General) Areas		
53	Tanks/feed lines: safe zone maintained	66	Poisonous gas mixtures
54	Leak detection equip/alarms tested	67	MSDS review

55	Windsocks fully functional		68	Cl ₂ Chemical Props/Dangers	
56	Emerg Repair Kits present/stocked		69	Thermal Expansion risks	
57	Emergency PPE present/mounted		70	Cl ₂ /Moisture affects	
58	Emergency Com. Info. posted		71	Cl ₂ Fire/Elevated Temp affects	
59	Daily insp. check lists up to date		72	Unloading Procedure Chk.list	
60	6 rounds per day checks up to date		73	Lockout/Tagout	
61	SOP's available/conspicuous		74	Hot work	
62	Inspections per Mfg. Rec.s		75	Line Operating	
63	Are controls Accessible/Readable		76	Container leakage	
64	Are controls labeled		77		
65	Are all pipes/valves/tanks labeled		78	Other:	
Chlorine Areas					
79	Do piping applications meet Cl ₂ rec.s		89	360 down wind risk=scrubbing	
80	Certify contractor compliance with rec.s		90	Pipes/valves/tanks labeled	
81	Piping supported, sloped, no low spots		91	Components of process labeled	
82	Piping isolated from fire/heat hazards		92	Sewers/undgnd structures	
83	Liquid pressure/relief all closable segments		93	Easy access 2 directions EMS	
84	Build const. meet local code/NFPA-820		94	Separation Hydro C NFPA 49	
85	Building NCII or better		95	Separation Corrosives	
86	Flammable/ fire wall separation		96	Protection vehicle collision	
87	Remote monitored leak detection		97	Exhaust ducts floor/intake ceiling	
88	Minimum 2 exits each storage proc area		98	Exhaust fans on/off by remote	
99	Written Op.s/Procedures		102	Operating system limits	
100	Use of PPE		103	Alarm response diagnosis	
101	Correct response to alarms		104	Emergency response	

Dept	#	Comments/Condition/Action Needed/Work Order Reference
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Utilities Water Treatment

Symbols ✓ = Ok, ☒ = Corrective Action Needed

Month of: _____

Premises Location			
Generator Bldg	Garage/Fluoride Area	Cat Walks	Blend Tank
Fuel Storage Site	Offices	Pads/Silos	RO/MS Ops/Office
Maintenance shop	Stairwells	NH ₃ Tanks/Ac Vac	Ms Electrical Room
Emerg Gen/Chem Storage	Labs	Ground Stg Tanks 1-5	Roadways/Lawns
High Service Pumps	Filter Deck	Chemical Buffer Tanks	Injury Reports

General Conditions/Operations Maintenance			
1	Housekeeping	22	Unauthorized Vehicles
2	Signage: Fresh paint/intact/clear view	23	Parking Lot Striping
3	Temperature control Adequate	24	Step Hazard Yellow Striping
4	Lighting Inside	25	Sprinkler Heads
5	Lighting (Outdoor) Poles Free of Damage	26	Outer Walls
6	Improper tool use	27	Benches
7	PPE In place/adequate inventory	28	Sidewalks
8	Ceiling Tiles/Water Marks	29	Door Mats
9	Flammable Storage Policy Followed	30	Ground Floor Windows
10	Hall Lighting	31	Parking Surfaces
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19	Fire Alarm	40	Yard Waste
20	Security Alarm	41	Other:
21	Smoke Detectors	42	Other:
	N I G H T T I M E		
43	Lighting Building Entrances	46	Lighting - Loading Docks
44	Parking area lighting	47	Flood Lights
45		48	Perimeter Lighting

Security Delivery / Contractors			
49	Contractor monitoring	51	Shipping/Receiving attendees
50	Certification of contractor Training	52	Loading Attendees
	Chemical Storage (General) Areas		

General Chemical Areas			
53	Tanks/feed lines: safe zone maintained	66	Poisonous gas mixtures
54	Leak detection equip/alarms tested	67	MSDS review
55	Windsocks fully functional	68	Cl ₂ Chemical Props/Dangers

56	Emerg Repair Kits present/stocked		69	Thermal Expansion risks	
57	Emergency PPE present/mounted		70	Cl ₂ /Moisture affects	
58	Emergency Com. Info. Posted		71	Cl ₂ Fire/Elevated Temp affects	
59	Daily insp. check lists up to date		72	Unloading Procedure Chk.list	
60	6 rounds per day checks up to date		73	Lockout/Tagout	
61	SOP's available/conspicuous		74	Hot work	
62	Inspections per Mfg. Rec.s		75	Line Operating	
63	Are controls Accessible/Readable		76	Container leakage	
64	Are controls labeled		77		
65	Are all pipes/valves/tanks labeled		78	Other:	
Chlorine Areas					
79	Do piping applications meet Cl ₂ rec.s		89	360 down wind risk=scrubbing	
80	Certify contractor compliance with rec.s		90	Pipes/valves/tanks labeled	
81	Piping supported, sloped, no low spots		91	Components of process labeled	
82	Piping isolated from fire/heat hazards		92	Sewers/undgnd structures	
83	Liquid pressure/relief all closable sgmnts		93	Easy access 2 directions EMS	
84	Build const. meet local code/NFPA-820		94	Separation Hydro C NFPA 49	
85	Building NCII or better		95	Separation Corrosives	
86	Flammable/ fire wall separation		96	Protection vehicle collision	
87	Remote monitored leak detection		97	Exhaust ducts floor/intake ceiling	
88	Minimum 2 exits each storage proc area		98	Exhaust fans on/off by remote	
Manuals/Policies/Checklist					
99	Written Op.s/Procedures		102	Operating system limits	
100	Use of PPE		103	Alarm response diagnosis	
101	Correct response to alarms		104	Emergency response	

Dept	#	Comments/Condition/Action Needed/Work Order Reference
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Parks/Recreation and Cultural Arts

Safety Inspection Form - Meeting/Exhibit Halls Month of: _____

Symbols ✓ = Ok, ☒ = Corrective Action Needed

Premises Locations

<u>Multipurpose Building:</u>	<u>Shuffle Board Center:</u>	<u>Washington Park Community Center:</u>	<u>Hollywood Beach Cultural and Community Center:</u>
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I - Parking Areas		III - Emergency Exits			
1	Excess Oil Buildup	28	Interior Doors and Stairways	55	Cooking Equipment NFPA #96
2	Pot holes	29	Exit doors properly marked	56	Hood/duct exhaust NFPA #96
	Paved surface deterioration	30	Exit doors easily opened	57	Grease filters NFPA #96
3	Lighting	31	Exit doors open outward	58	Hood/duct scheduled cleaning
4	Tire Stops DOT Yellow	32	Exit doors - panic hardware	59	Auto fire extinguishing Sys.
5	Overhanging Trees	33	Exit doors easily opened and closed	60	Annual Cert 6. Fire Ext. Sys.
6	Abandon Vehicles	34	Doorways/Halls free of obstruction		VII - Housekeeping
7	Ped Striping/Bike Lanes	35	False doors/windows identified	61	Storage areas clean and orderly
8	Off Path Indicators	36	Interior stairs have anti-slip treads	62	Trash/rubbish= metal containers
9	Over grown landscaping	37	Stairways- secured handrails	63	Flamable items = metal cabinets
10	Algae - walking Surfaces	38	Stairways – storage/obstructions	64	Evidence of smoking indoors
11	On premise traffic control	39	Stairways - proper lighting	65	Combustible Wastes Disposal
12	Exit traffic control		IV - Heating and Air Rooms	66	Oily rags in metal container
13	Debris Trip Hazards	41	Annual Inspection Cert-Specialist		VIII - General
14	Disabled parking	42	Insulation Pipes/Ducts intact	67	BB Path
15	Alley ways	43	Area free of storage	68	Safety Trio
	II - Building Exterior	44	Posted as restricted area	69	Head Injury Signage
16	Trash Collection/Build-up		V - Electrical Panels	70	No exit signs
17	Walkways	45	5 yr Inspection Cert-Specialist	71	Emergency Exit Plans
18	Stairs	46	Electrical panels kept closed	72	Municipal Stdard Housekeeping
19	Sidewalk Deterioration	47	Area free of storage	73	Hose Racks
20	Sidewalk edges	48	Infrared Testing	74	Eye Protection Stations
21	Side Walk Root un-leveling	49	Switch Matting In place	75	HR Postings
22	Bench Splintering	50	Fire Suppression	76	Delineation
23	Fire Escapes Doors Clear	51	Posted as restricted area	77	PPE
24	Exit Lighting		VI - Fire Protection	78	First Aid supply
25	Handrails	52	Fire extinguishers tagged	79	Lighting
26	Door/Floor Mats	53	Fire Ext each 75 feet each floor	80	Ventilation
27	Walkway lighting	54	Smoke/heat detection Insp. current	81	
IX - Exhibit Halls Meeting Rooms					
	Event Holder Safety Posting		Emergency Lighting		Posted stacking height limit
	Fist Aid/CPR/BB Path		Lighting above adequate		Tables/chairs stackable
	911 Communications Means				Hand Trucks/Carts Available

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Safety Inspection Form – Sidewalks

Month of: _____

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Sidewalk Locations

General Conditions/Premises Operations and Maintenance

()		()	
1	Gaps	22	Mold/algae slime
2	Raised joint – sinking slab	23	Utility box covers
3	Raised joint – tree roots	24	
4	Raised joint – vehicle damage	25	
5	Sod/clay/shell/pea rock depression at edge	26	
6	Curb/Gutter junctions	27	
7	ADA Ramp areas	28	
8	Non-slip Grip Surface Areas	29	
9	Smooth / varnished surfaces	30	
10	Sprinkler directions	31	
11	Evidence of pooling water	32	
12	44" mandatory clearance	33	
13	Tree limb clearance	34	
14	Bush/Brush/landscape overgrowth	35	
15	Spanish bayonet/bougainvillea	36	
16	Ant Piles	37	Graffiti
17	Resident improvements	38	
18		39	
19		40	
20		41	Other:
21	Power Line Stanchions	42	Other:
()			
Adjacent Structures			
43	Park bench planking	47	Man holes
44	Lawn maintenance	48	Utility Meter Boxes
45	Street lights	49	Power Line Stanchions
46	Sprinkler heads		
()			
50		52	
51		53	
(Building Perimeter)			
54	Line Fencing	56	Locks
55	Gate Mechanical	57	Security Signage

Dept	#	Comments/Condition/Action Needed/Work Order Reference	Immediate action

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Safety Inspection Form – Out-door Sports Complex

Month of: _____

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Premises Location

Lincoln Park:	Boggs Field:	David Park:	Hollywood West:
Doudy Field:	Rotary Park:	Beverly Park:	

General Conditions/Premises Operations and Maintenance

Buildings		Exterior Common Areas	
1	Housekeeping	22	Unauthorized Vehicles
2	Signage: Fresh paint/intact/clear view	23	Parking Lot Striping
3	Temperature control Adequate	24	Step Hazard Yellow Striping
4	Lighting Inside	25	Sprinkler Heads
5	Lighting (Outdoor) Poles Free of Damage	26	Outer Walls
6	Improper tool use	27	Benches
7	PPE In place/adequate inventory	28	Sidewalks
8	Ceiling Tiles/Water Marks	29	Door Mats
9	Flammable Storage Policy Followed	30	Ground Floor Windows
10	Hall Lighting	31	Parking Surfaces
11	Emergency Lighting	32	Ant Piles
12	Exit Sign Lighting	33	Excess Vegetation
13	Fire Extinguishers	34	Outer Door Locks
14	Carpeting	35	Lightning detection
15	Other Floor Surfaces	36	Auth. Personnel Only signage
16	Restroom Floors	37	A/C Poles at all tanks/buildings
17	Storage at Exits	38	Overhanging trees
18	Storage in Front of Breakers	39	Debris/Trash
19	Fire Alarm	40	Yard Waste
20	Security Alarm	41	Other:
21	Smoke Detectors	42	Other:
NIGHT TIME			
43	Lighting Building Entrances	46	Lighting - Loading Docks
44	Parking area lighting	47	Flood Lights
45		48	Perimeter Lighting
Play Surfaces			
49	Clay	51	Equipment goals/bases/
50	Sod	52	Digpits/Bleachers/Benches
Perimeter Fencing			
53	Line Fencing	66	Locks
54	Gate Mechanical	67	Signage

Dept	#	Comments/Condition/Action Needed/Work Order Reference
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Vehicle Maintenance Garage Safety Checklist

Month of _____
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1	Engine exhaust hoses in good condition.	13	No cloth shoes, sandals, loose fitting clothing or jewelry.
2	Exhaust system being used while vehicle is under repair with engine running.	14	All personnel in repair areas should wear eye protection and/or face shields (100% eye protection).
3	Exhaust hoses returned into their enclosures when not in use and cover plates closed.	15	Long hair tied back or under a hat, cap or net to prevent entanglement with moving parts or equipment.
4	Floor free of water, oil, grease, tools, blocks or other material which could cause slipping, tripping or falling.	16	All Class 1 flammable liquids stored and/or handled in approved safety cans or in original containers.
5	Metal containers with covers provided for oily rags and waste material. Containers emptied regularly.	17	Approved pumping devices used to remove gasoline from vehicles. Bonding straps used.
6	Power lockout procedure posted and enforced.	18	No smoking, sparks, welding, cutting or open flame within 15 feet of where Class 1 flammable liquids are stored. A "NO SMOKING" sign posted in these restricted areas and enforced.
7	All automotive lifts inspected annually.	19	Portable fire extinguishers fully charged, operable and readily available.
8	All auxiliary support or positive stop devices on automotive lifts in good working order and used while employees are working under vehicle.	20	Portable and fixed equipment checked monthly and thoroughly inspected annually.
9	All cranes, hoists, chain falls and winches have their rated capacity clearly identified.	21	Eyewash station and emergency shower clean, unobstructed and operable near battery charging location.
10	All chains, cables and slings inspected. Damaged units discarded.	22	First aid kit fully stocked, fire blanket in body shop and repair area.
11	All portable power or hand tools inspected. All hammers with mushroomed heads, files without tang covers, wrenches with spread jaws, or cracks, etc., repaired or replaced.	23	Valid vehicle operator licenses for all employees moving vehicles.
12	All electrical equipment checked for continuity of ground frayed cords and exposed wiring. Those with defects removed from service.	24	Employees performing welding/cutting, should not wear cuffed trousers or shirts with open pockets. Work permits and procedures enforced.
		25	Written preventative maintenance program in effect.

Comments

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Public Works Compound

Safety Inspection Form - Meeting/Exhibit Halls Month of: _____

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Premises Locations

2 nd fl/Mech. Rooms/Exits			Carp Shop	Fuel Depot
Break room		Shop Storage	Elect Shop	Solid Waste Transfer
1 st fl office		Compressed Gas	A/C Shop	Solid Waste Shops
Main Break Room		Open Shop	Plumbing Shop	Solid Waste Lot
Warehouse		Flam Storage	Irrigation Shop	Natural Gas Station
Lockers		Lift Bays	Paint Shop	Perimeter Fence/Gates
Restrooms		Facility Maint	Outside Yard	Nursery Sheds

General Conditions/Premises Operations and Maintenance

1	Housekeeping	22	Unauthorized Vehicles
2	Signage: Fresh paint/intact/clear view	23	Parking Lot Striping
3	Temperature control Adequate	24	Step Hazard Yellow Striping
4	Lighting Inside	25	Sprinkler Heads
5	Lighting (Outdoor) Poles Free of Damage	26	Outer Walls
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14	Carpeting	35	Wind Sock
15	Other Floor Surfaces	36	Auth. Personnel Only signage
16	Restroom Floors	37	A/C Poles at all tanks/buildings
17	Storage at Exits	38	Overhanging trees
18	Storage in Front of Breakers	39	Debris/Trash
19	Fire Alarm	40	Yard Waste
20	Security Alarm	41	Other:
21	Smoke Detectors	42	Other:

NIGHT TIME

43	Lighting Building Entrances	46	Lighting - Loading Docks
44	Parking area lighting	47	Flood Lights
45		48	Perimeter Lighting

Security Delivery / Contractors

49	Contractor monitoring	51	Shipping/Receiving attendees
50	Certification of contractor Training	52	Loading Attendees

Chemical Storage (General) Areas

53	Tanks/feed lines: safe zone maintained	66	Poisonous gas mixtures
54	Leak detection equip/alarms tested	67	MSDS review

Garage Vehicular

68	Engine exhaust hoses in good condition.	81	No cloth shoes, sandals, loose fitting clothing or jewelry.
69	Exhaust Syst while vehicle engine running.	82	All personnel in repair areas should wear eye protection and/or face shields (100% eye protection).
70	Exhaust hoses returned into their enclosures when not in use and cover plates closed.	83	Long hair tied back or under a hat, cap or net to prevent entanglement with moving parts or equipment.
71	Floor free of water, oil, grease, tools, blocks or other material which could cause slip, trip.	84	All Class 1 flammable liquids stored and/or handled in approved safety cans or in original containers.
72	Metal containers with covers provided for oily rags and waste material. Containers emptied regularly.	85	Approved pumping devices used to remove gasoline from vehicles. Bonding straps used.
73	Power lockout procedure posted and enforced A	86	No smoking, sparks, welding, cutting or open flame within 15 feet of where Class 1 flammable liquids are stored.
74	All automotive lifts inspected annually.	87	Portable fire extinguishers
75	All auxiliary support or positive stop devices on automotive	88	Portable and fixed equipment checked monthly and thoroughly inspected annually.
76	All cranes, hoists, chain falls and winches have their rated capacity clearly identified.	89	Eyewash station and emergency shower clean, unobstructed and operable near battery charging location.
77	All chains, cables and slings inspected. Damaged units discarded.	90	First aid kit fully stocked, fire blanket in body shop and repair area.
78	All portable power or hand tools inspected.	91	"NO SMOKING" sign posted in these restricted areas and enforced..
79	All hammers with mushroomed heads, files without tang covers, wrenches with spread jaws, or cracks, etc., repaired or replaced.	92	Employees performing welding/cutting, should not wear cuffed trousers or shirts with open pockets. Work permits and procedures enforced.
80	All electrical equipment checked for continuity of ground frayed cords and exposed wiring. Those with defects removed from service.	93	Written preventative maintenance program in effect.

Carpentry, Sign, Electrical, Plumbing, A/C and Irrigations Shops

94	Housekeeping	104	Exit Sign Lighting
95	Signage: Fresh paint/intact/clear view	105	Fire Extinguishers
96	Temperature C=control Adequate	106	Other Floor Surfaces
97	Lighting Inside	107	Restroom Floors
98	Improper tool use	108	Storage at Exits
99	PPE Mounted/In place/adequate inventory	109	Storage in Front of Breakers
100	Fire Blankets	110	Fire Alarm
101	Ceiling Tiles/Water Marks	111	Security Alarm
102	Flammable Storage Policy Followed	112	Other:
103	Emergency Lighting	113	Other:

Outdoor Parking Areas

114	Unauthorized Vehicles	124	Parking Surfaces
115	Parking Lot Striping	125	Ant Piles
116	Step Hazard Yellow Striping	126	Excess Vegetation
	Sprinkler Heads	127	Outer Door Locks
117	Outer Walls	128	Wind Sock
118	Benches	129	Auth. Personnel Only signage
119	Sidewalks	130	A/C Poles at all tanks/buildings
120	Door Mats	131	Overhanging trees.
121	Ground Floor Windows	132	Debris/Trash
122	Other:	133	Yard Waste
123	Other:	134	Other:

Dept	#	Comments/Condition/Action Needed/Work Order Reference
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1	Engine exhaust hoses in good condition.	13	No cloth shoes, sandals, loose fitting clothing or jewelry.
2	Exhaust system being used while vehicle is under repair with engine running.	14	All personnel in repair areas should wear eye protection and/or face shields (100% eye protection).
3	Exhaust hoses returned into their enclosures when not in use and cover plates closed.	15	Long hair tied back or under a hat, cap or net to prevent entanglement with moving parts or equipment.
4	Floor free of water, oil, grease, tools, blocks or other material which could cause slipping, tripping or falling.	16	All Class 1 flammable liquids stored and/or handled in approved safety cans or in original containers.
5	Metal containers with covers provided for oily rags and waste material. Containers emptied regularly.	17	Approved pumping devices used to remove gasoline from vehicles. Bonding straps used.
6	Power lockout procedure posted and enforced.	18	No smoking, sparks, welding, cutting or open flame within 15 feet of where Class 1 flammable liquids are stored. A "NO SMOKING" sign posted in these restricted areas and enforced.
7	All automotive lifts inspected annually.	19	Portable fire extinguishers fully charged, operable and readily available.
8	All auxiliary support or positive stop devices on automotive lifts in good working order and used while employees are working under vehicle.	20	Portable and fixed equipment checked monthly and thoroughly inspected annually.
9	All cranes, hoists, chain falls and winches have their rated capacity clearly identified.	21	Eyewash station and emergency shower clean, unobstructed and operable near battery charging location.
10	All chains, cables and slings inspected. Damaged units discarded.	22	First aid kit fully stocked, fire blanket in body shop and repair area.
11	All portable power or hand tools inspected. All hammers with mushroomed heads, files without tang covers, wrenches with spread jaws, or cracks, etc., repaired or replaced.	23	Valid vehicle operator licenses for all employees moving vehicles.
12	All electrical equipment checked for continuity of ground frayed cords and exposed wiring. Those with defects removed from service.	24	Employees performing welding/cutting, should not wear cuffed trousers or shirts with open pockets. Work permits and procedures enforced.
		25	Written preventative maintenance program in effect.



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

Document Date:	4/13/2015	Amount:	
Department:	Community Development Department	Account #:	
Subject:	Ordinance 2015-05 Amending the Bunnell Code of Ordinances Sections 26-51 and 26-56 regarding residential storage of off road vehicles- First Reading.		
Attachments: <i>Please number items as they will appear on the agenda.</i>	1. Proposed Ordinance.		
Agenda Section:	E. Ordinance		
Summary/Highlights: This is a request to amend the Bunnell Code of Ordinances Section 26-51 and 26-56 regarding storage of off road vehicles.			
Background: Current regulations state that any vehicle outside a building on a residential property without a current license plate and registration is considered junk and must be removed. The DMV does not license off road vehicles so it is currently impossible for these vehicles to be legally stored on residential property. This Ordinance, if approved, will allow off road vehicles to be stored on residential property as long as it is in the rear yard.			
Staff Recommendation: Approval of Ordinance 2015-05 Amending the Bunnell Code of Ordinances Sections 26-51 and 26-56 regarding residential storage of off road vehicles-First Reading.			
City Attorney Review: Reviewed and approved by the Attorney.			
Finance Department Review/Recommendation:			
Approver Name:	Approval Status:	Date:	
Stella Gurnee, Finance Director			
Sandra Bolser, City Clerk	Approved for 04/27/2015 Agenda	4/20/2015	

ORDINANCE 2015-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING SECTIONS 26-51 AND 26-56 OF THE CODE OF ORDINANCES REGARDING STORAGE OF OFF ROAD VEHICLES ON RESIDENTIAL PROPERTY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Chapter 166.01, the Municipal Home Rules Powers Act, authorizes cities to establish, co-ordinate and enforce the laws that are necessary for the protection of the public; and

WHEREAS, The City Charter provides the City with the authority to adopt regulations that are designed to promote the public health, safety, and general welfare of its citizens; and

WHEREAS, current law prohibits the storing of off road vehicles on residential property.

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

Section 1.

The Bunnell Code of Ordinances, Sections 26-51, and 26-56 are hereby amended as follows:

Sec. 26-51. - Definitions.

Junked motor vehicle means any motor vehicle which does not have lawfully affixed thereto an unexpired license plate or the condition of which is wrecked, dismantled, partially dismantled, inoperative, abandoned or discarded. Off road vehicles that cannot be licensed by the DMV are exempt from the licensing requirement.

Sec. 26-56. - Storing, parking or leaving dismantled or other such motor vehicle or boat prohibited and declared nuisance; exceptions.

It shall be unlawful for any person to park, store, leave, or permit the parking, storing or leaving, of any motor vehicle or boat of any kind which is abandoned, wrecked, dismantled, inoperative, rusted, junked or partially dismantled, whether attended or not, upon any private property within the city for a period of time in excess of 72 hours. The presence of an abandoned, wrecked, dismantled, inoperative, rusted, junked or partially dismantled vehicle or boat, or parts thereof, on private property is hereby declared a public nuisance which may be abated as such in accordance with the provisions of this division. This section shall not apply to any vehicle or boat stored within a roofed building on private property or to any vehicle or boat held in connection with a business enterprise, lawfully licensed by

the city and properly operated in the appropriate business zone, pursuant to the zoning laws of the city, or to any motor vehicle or boat retained by the owner for antique repair and restoration as long as such motor vehicle or boat is covered by a suitable tarpaulin. However, any junked motor vehicle or boat which is located on business property, and properly zoned and licensed for such business, shall not hold such property where the general public can view the property from any public street within the city. Off road vehicles may be stored on residential property as long as they are stored in the rear yard out of public view.

Section 2. Implementing Administrative Actions.

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

Section 3. Codification.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 27th day of April, 2015.

Second Reading: adopted on this _____ day of _____ 2015.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Seal:



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

Document Date:	4/17/2015	Amount: \$ 2,050,000
Department:	Finance Department	Account #:
Subject:	Resolution 2015-08: Authorizing issuance of Water and Sewer Revenue Note 2015	
Attachments: <i>Please number items as they will appear on the agenda.</i>	<ol style="list-style-type: none"> 1. Resolution 2015-08 2. Exhibit A Form of note 3. Exhibit B Form of purchaser's Certificate 4. Exhibit C Form of Disclosure statement 	
Agenda Section:	F. Resolution	
Summary/Highlights: Request authorization of Resolution for issuance of Water and Sewer Revenue Note 2015.		
Background: RFP 2015-02 for Tax Exempt Bank Loan in the amount of \$2,050,000 was issued and advertised in the newspaper on 03/13/2015. In addition the bid was posted on Demand star and the City's website. On April 13, 2015 the City Commission awarded the RFP to Ameris Bank. The proposal has been reviewed by Chris Roe (Bond Counsel) and Stephanie Hodges (USDA).		
Staff Recommendation: Adopt Resolution 2015-08 authorizing the issuance of Water and Sewer Revenue Note 2015.		
City Attorney Review: Reviewed and Approved		
Finance Department Review/Recommendation: The current budget contains sufficient funds to support the proposed debt service payments.		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Approved	4/17/2015
Sandra Bolser, CMC, , City Clerk	Approved for 04/27/2015 Agenda	4/20/2015

RESOLUTION NO. 2015-08

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING ISSUANCE OF THE NOT TO EXCEED \$2,050,000 WATER AND SEWER SYSTEM REFUNDING REVENUE NOTE, SERIES 2015, TO REFUND THE CITY'S OUTSTANDING WATER AND SEWER REVENUE BONDS, SERIES 1993 AND WATER AND SEWER REVENUE BONDS, SERIES 1997; PLEDGING THE NET REVENUES OF THE CITY'S WATER AND SEWER UTILITY SYSTEM FOR THE PAYMENT OF SUCH NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

ARTICLE I
GENERAL

Section 1.01. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of Florida, the Charter of the City of Bunnell, Florida, and Chapter 166, Part I and Part II, Florida Statutes; and other applicable provisions of law.

Section 1.02. Definitions. As used in this Resolution, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

"City" or "Issuer" shall mean the City of Bunnell, Florida.

"City Clerk" shall mean the City Clerk of the Issuer.

"Debt Service Fund" shall mean the Debt Service Fund referred to in Section 3.02 (C) hereof.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30.

"Gross Revenues" shall mean all moneys received from rates, fees (excluding Impact Fees), rentals or other charges or income received by the Issuer or accruing to it in the management and operation of the System, all calculated in accordance with accepted accounting methods employed in the operation of public water and sewer systems similar to the System.

"Holder" or "Owner" or any similar term shall mean any person who shall be the registered owner of any Series 2015 Note.

"Impact Fees" shall mean the fees or charges imposed by the Issuer upon new customers of the System to finance all or a portion of the cost of additions, extensions or improvements to the System made necessary by the inclusion or expected inclusion of such new customers.

"Interim Note" shall mean the Issuer's Water and Sewer System Bond Anticipation Note, Series 2014, held by Ameris Bank and issued pursuant to City Resolution No. 2013-16A for interim financing of the Project.

"Maturity Date" shall mean April 30, 2030, the maturity date of the series 2015 Note.

"Mayor" shall mean the Mayor of the Issuer.

"Net Revenues" of the System shall mean the Gross Revenues less Operating Expenses.

"Operating Expenses" shall mean the current expenses, paid or accrued, for the operation, maintenance and repair of all facilities of the System, as calculated in accordance with accepted accounting methods, and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Issuer related solely to the System, labor, cost of materials and supplies used for such operation and charges for the accumulation of appropriate reserves for current expenses not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with such accepted accounting methods, but shall exclude payments into the Debt Service Fund, any allowances for depreciation or for renewals or replacements of capital assets of the System.

"Original Instrument" shall mean the ordinance enacted by the Issuer on December 7, 1970, as amended and supplemented.

"Parity Obligations" shall mean the Series 2015 Bonds, any debt obligations issued to refund such Series 2015 Bonds, and any additional parity obligations issued pursuant to the Original Instrument.

"Pledged Funds" shall mean the Net Revenues.

"Project" shall mean acquisition, construction and erection of extensions, additions and improvements to the System consisting of upgrades and improvements to the Water Treatment Plant, including but not limited to the purchase of ionization equipment.

"Refunded Bonds" shall mean the Series 1993 Bonds and the Series 1997 Bonds.

"Resolution" shall mean this Resolution.

"Series 1993 Bonds" shall mean, collectively, the Issuer's Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$936,400 and the Issuer's outstanding Water

and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$1,051,900, currently held by USDA.

"Series 1997 Bonds" shall mean the Issuer's Water and Sewer Revenue Bonds, Series 1997 issued in the original principal amount of \$1,080,000, currently held by USDA.

"Series 2015 Bonds" shall mean the Issuer's Water and Sewer Revenue Bonds, Series 2015, issued pursuant to City Resolution No. 2013-16A in a principal amount not to exceed \$3,362,000 to finance the Project.

"Series 2015 Note" or "Note" shall mean the Issuer's Water and Sewer System Refunding Revenue Note, Series 2015, issued hereunder.

"Subordinate Debt" shall mean debt obligations secured by Pledged Funds on a junior and inferior basis to the Series 2015 Note and the Parity Obligations, including the following:

(1) State Revolving Fund Loan entered into pursuant to the State Revolving Fund Loan Agreement No. WW84306S between the Issuer and the Florida Department of Environmental Protection on July 1, 2005, as amended;

(2) State Revolving Fund Loan entered into pursuant to the State Revolving Fund Loan Agreement No. DW180540 between the Issuer and the Florida Department of Environmental Protection on November 19, 2012, as amended;

(3) Debt obligation to the Florida Department of Transportation pursuant to which the Issuer will make ten (10) annual payments in the amount of \$26,505 commencing October 15, 2020.

(4) The Interim Note.

"System" shall mean the combined water and sewer utility system now owned, operated and maintained by the Issuer, together with any and all improvements, extensions and additions thereto hereafter constructed or acquired, including the Project; provided, however, that the term "System" shall not include the Plantation Bay Utility System contemplated by (i) that certain Plantation Bay Utility Interlocal Agreement entered into as of February 6, 2013, between the City of Bunnell and Flagler County, Florida, and (ii) the Drinking Water State Revolving Fund Construction Loan Agreement (Loan No. DW180520) entered into as of August 21, 2013 between the State of Florida Department of Environmental Protection, Flagler County, Florida and the City of Bunnell, Florida.

"USDA" shall mean the United States Department of Agriculture, Rural Utilities Service.

Section 1.03. Findings. It is hereby ascertained, determined and declared as follows:

(A) For the benefit of its inhabitants, the City presently owns, operates and maintains the System.

(B) Pursuant to the Original Instrument, the City the issued the Series 1993 Bonds and the Series 1997 Bonds to finance the cost of acquiring, constructing and erecting extensions and improvements to the System.

(C) The Interim Note was issued to finance, on an interim basis, a part of the cost of the Project in anticipation of the receipt by the City of the proceeds from the sale of the Series 2015 Bonds to USDA.

(D) It is in the best interests of the City and the residents thereof that the City authorize the issuance of the Series 2015 Note for the purpose of currently refunding the Series 1993 Bonds and the Series 1997 Bond for significant net present value debt service savings and an earlier maturity date.

(E) The estimated Pledged Funds to be derived in each year hereafter from the operation of the System will be sufficient to pay the principal of and interest on the Series 2015 Note, the Parity Obligations and the Subordinate Debt.

(F) The principal of and interest on the Series 2015 Note shall be payable solely from the Pledged Funds, and no ad valorem taxing power of the City will ever be exercised nor will the holder of the Series 2015 Note have the right to compel the exercise of such ad valorem taxing power or the use of ad valorem tax revenues to pay the principal of or interest on the Series 2015 Note, and the Series 2015 Note shall not constitute a lien upon the System or upon any other property of the City or situated within its corporate territorial limits, except the Pledged Funds.

(G) It is necessary and appropriate that the City Commission adopt this Resolution at this time in order to authorize the issuance of the Series 2015 Note based on the terms and conditions as herein authorized and provided, and to pledge a lien on the Net Revenues of the System to the payment of the principal of and the interest on the Series 2015 Note herein authorized, which lien shall be equal and ratable to the lien thereon of the Parity Obligations.

(H) The City has received an offer from the Original Purchaser to purchase the Series 2015 Note, and the City does hereby find and determine that it is in the best financial interest of the City to accept such an offer based upon the terms provided herein.

(I) In consideration of the purchase and acceptance of the Note authorized to be issued hereunder by those who shall be the Owner thereof from time to time, this Resolution shall constitute a contract between the City and the Original Purchaser or any subsequent Owner.

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ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF SERIES 2015 NOTE

Section 2.01. Authorization of Note and the Refunding. Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Bunnell, Florida, Water and Sewer System Refunding Revenue Note, Series 2015" (hereinafter sometimes referred to as the "Series 2015 Note") is hereby authorized to be issued in an aggregate principal amount not exceeding Two Million Fifty Thousand Dollars (\$2,050,000) for the purpose of currently refunding the Refunded Bonds and paying costs of issuance associated with the Series 2015 Note. The refunding of the Refunded Bonds is hereby authorized. Payment of such costs of issuance is hereby authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the City to accept the offer of the Original Purchaser to purchase the Note at a private negotiated sale, which was based upon a competitive selection process. Prior to the issuance of the Note, the City shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Statement containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

Section 2.02. Description of Series 2015 Note. The Series 2015 Note shall be dated the date of its delivery, which shall be a date agreed upon by the City and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Series 2015 Note shall have a fixed interest rate equal to 2.70% per annum (the "Interest Rate"). Interest on the Series 2015 Note shall be calculated on a 30/360 day basis.

(B) Principal and Interest Payment Dates. Principal of and interest on the Series 2015 Note shall be paid annually, commencing April 30, 2016, and on each subsequent April 30 thereafter until maturity. Principal of the Series 2015 Note shall be paid in accordance with the terms thereof; provided however the final maturity of the Series 2015 Note shall be April 30, 2030.

(C) Prepayment. The Series 2015 Note shall be subject to prepayment prior to the Maturity Date at the option of the City, without premium or penalty, in whole or in part, at any time.

(D) Form of the Note. The Series 2015 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the City Manager.

(E) Original Denomination. The Series 2015 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder, which denomination shall decrease commensurate with the reduction of principal as it is paid.

Section 2.03. Method of Payment. Principal of and interest on the Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Holder may designate to the Issuer, and shall be paid on the date when due by wire transfer or in such other manner as agreed upon by the Holder and the Issuer. If any payment of principal or interest on this Note is received by the Holder more than ten (10) days after the same becomes due and payable, the Issuer will pay the Holder on demand a late fee determined by the Holder but not greater than five percent (5%) of the amount of the delinquent payment.

Section 2.04. Application of Proceeds of Series 2015 Note. At the time of delivery of the Series 2015 Note herein authorized, proceeds from the sale of the Series 2015 Note shall be applied by the City simultaneously with the delivery of the Series 2015 Note to the Original Purchaser, as follows:

(A) The City shall pay all costs and expenses in connection with the preparation, issuance and sale of the Series 2015 Note.

(B) A sum, together with other legally available funds of the City, shall be used to currently refund the Series 1993 Bonds and the Series 1997 Bonds. On the date of issuance of the Series 2015 Note, the City may use moneys on deposit in the funds and accounts created for the benefit of the Series 1993 Bonds and the Series 1999 Bonds to be used to partially fund the redemption of the Series 1993 Bonds and the Series 1999 Bonds.

(C) Any remaining moneys from the proceeds of the sale of the Series 2015 Note shall be deposited as provided in a Supplemental Resolution of the City, but shall only be used for the purposes permitted by law.

Section 2.05. Execution and Authentication of Note. The Note shall be executed in the name of the City by the Mayor, attested by the City Clerk, approved as to form and correctness by the City Attorney, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Note shall hold the appropriate office in the City, although at the date thereof the person may not have been so authorized.

Section 2.06. Registration and Exchange of the Note; Persons Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the City will keep books for the registration and transfer of the Note. The Note shall be transferable in whole and not in part and only upon such registration books.

The Person in whose name the Note shall be registered shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of principal and interest on such Note shall be made only to or upon the written order of the Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 2.07. Payment of Principal and Interest; Limited Obligation. The City promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Funds in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Funds in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of ad valorem revenues to pay such Note, or be entitled to payment of such Note from any funds of the City except from the Pledged Funds as described herein.

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ARTICLE III

SECURITY AND COVENANTS

Section 3.01. Series 2015 Note Secured by Pledge of Pledged Funds. The payment of the debt service of the Series 2015 Note issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien on the Pledged Funds derived from the operation of the System of the Issuer. Such lien shall be equal and ratable to the lien of the Parity Obligations. The Issuer does hereby irrevocably pledge such funds to the payment of the principal of and interest on the Series 2015 Note issued pursuant to this Resolution, and to the payment therefrom into the Sinking Fund at the times provided of the sums required to secure to the holders of the Series 2015 Note issued hereunder the payment of the principal of and interest thereon at the respective maturities of the Series 2015 Note so held by them.

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

Section 3.02. Covenants of the Issuer. So long as any of the principal of or interest on the Series 2015 Note shall be outstanding and unpaid, the Issuer covenants with the Holders of the Series 2015 Note as follows:

(A) Annual Budget of Operating Expenses. The Issuer covenants and agrees that it will adopt a budget of Operating Expenses for the System on or before the first day of each Fiscal Year (the "Annual Budget") during which the Series 2015 Note is outstanding, and will mail a copy of such budget or amendments thereto to any requesting Holder of the Series 2015 Note. The Issuer covenants that the Operating Expenses incurred in any year will not exceed the reasonable and necessary amounts required therefor, and that it will not expend any amount or incur any obligations for operations, maintenance and repair in excess of the amount provided for Operating Expenses in the Annual Budget, except upon resolution or ordinance by its City Commission that such expenses are necessary to operate and maintain the System.

(B) Revenue Fund. Pursuant to the Original Instrument, the Issuer has established and hereby covenants and agrees to maintain so long as the Series 2015 Note or any of the Parity Obligations are outstanding, a special fund known as the "Bunnell Water and Sewer System Revenue Fund," hereinafter called the "Revenue Fund." Into such Revenue Fund the Issuer shall deposit promptly as received all Net Revenues derived from the operation of the System. The Revenue Fund shall be held by the Issuer separate and apart from all other funds and shall be expended and used only in the manner and order specified in the Original Instrument and this Resolution.

The Issuer further covenants and agrees that the Issuer shall deposit into the Revenue Fund, promptly as received, all cash income received from the ownership and operation of the System.

(C) Series 2015 Note Debt Service Fund. The Issuer hereby covenants and agrees to establish and maintain with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation, and which is eligible under the laws of the State of Florida to receive municipal funds, and shall maintain so long as the Series 2015 Note is outstanding, a special fund or funds, collectively called the "Bunnell Water and Sewer System Refunding Revenue Note, Series 2015 Debt Service Fund," hereinafter called the "Debt Service Fund," to be used exclusively for the purposes hereinafter mentioned. The Issuer shall transfer, on a pro-rata basis for the Series 2015 Note, on or before the 15th day of each month from the Revenue Fund and deposit to the credit of the Debt Service Fund the following amounts in the following order:

(1) Beginning on the 15th day of the month following delivery of the Series 2015 Note, an equal pro rata sum sufficient to pay interest on the Series 2015 Note on the next ensuing interest payment date when taking into consideration the months remaining until such interest payment date, and the funds on deposit in the Debt Service Fund for interest, if any. Thereafter, a sum equal to 1/12th of the amount of one year's interest on the Series 2015 Note, together with the amount of any deficiency in prior deposits for interest; and

(2) Beginning on the 15th day of the month following delivery of the Series 2015 Note, an equal pro rata sum sufficient to pay principal due on the Series 2015 Note on the next ensuing principal payment date when taking into consideration the months remaining until such principal payment date, and the funds on deposit in the Debt Service Fund for principal, if any. Thereafter, a sum equal to 1/12th of the principal of the Series 2015 Note due on the next principal payment date, together with the amount of any deficiency in prior deposits for principal.

(D) Withdrawal of Excess Funds. Funds on deposit in the Debt Service Fund which are in excess of the amount of the principal and interest payment due on the next ensuing payment date may be withdrawn from the Debt Service Fund and used by the Issuer for any lawful purpose.

(E) Trust Funds. The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida.

(F) Rates and Charges. The Issuer covenants and agrees to maintain and collect, so long as the Series 2015 Note is outstanding, such schedule of rates and charges for the services and facilities of the System which will produce revenues which will be sufficient to pay the Operating Expenses of the System and will be sufficient to provide for the payment of the Parity Obligations and the principal and interest for the Series 2015 Note herein authorized; and the Issuer covenants and agrees that so long as the Series 2015 Note is outstanding and unpaid, at the same time and in like manner that the Issuer prepares its Annual Budget, the Issuer shall annually prepare an estimate of the Gross Revenues to be received during the ensuing Fiscal Year, and to the extent that said Gross Revenues are insufficient to pay debt service requirements on the Series 2015 Note and Parity

Obligations during such ensuing year and pay Operating Expenses, the Issuer shall from time to time revise the fees and rates charged for the use of the services and facilities of the System. Such rates, rentals, fees and charges will never be reduced so as to be insufficient to provide funds for such purposes.

(G) Issuance of Other Obligations. The Issuer covenants and agrees that it will not issue any other debt obligations in parity with Series 2015 Note unless:

(1) Such obligations are issued to refund the Parity Obligations; or

(2) Prior to issuing one or more additional series of debt obligations to be secured by a parity lien on and ratably payable from the Net Revenues, the Issuer shall provide the Holder of the Series 2015 Note with a certification approved by the City Commission that the estimated average annual Net Revenues of the System shall be at least one and twenty hundredths (1.20) times the maximum annual debt service requirements for (i) principal and interest on the Series 2015 Note and any Parity Obligations then outstanding and payable from the Pledged Funds, plus (ii) the additional parity debt obligations proposed to be issued. Estimates of average annual Net Revenues shall be furnished by recognized independent consulting engineers and approved by the City Commission of the Issuer, and shall be forecast over a period of not less than five years from the date of the additional debt obligations proposed to be issued. Provided, however, the conditions provided by this paragraph may be waived or modified by the written consent of the Holder of the Series 2015 Note.

(H) Disposal of the System. The Issuer covenants and agrees that, so long as the Series 2015 Note is outstanding, it will maintain its corporate identity and existence and will not sell or otherwise dispose of any of the System or any part thereof, and, except as provided for above, it will not create or permit to be created any charge or lien on the revenues thereof ranking equal to or prior to the charge or lien of the Series 2015 Note. Notwithstanding the foregoing, the Issuer may at any time permanently abandon the use of, or sell at fair market value, any of its System, provided that:

(1) It is in compliance with all covenants and undertakings in connection with all of its debt obligations then outstanding and payable from the Pledged Funds;

(2) It will, in the event of sale, apply the proceeds to either (a) redemption of outstanding debt obligations in accordance with the provisions governing repayment of such obligations in advance of maturity, or (b) replacement of the facility so disposed of by another facility the revenues of which shall be incorporated into the System as hereinbefore provided; and

(3) It has certified, prior to any abandonment of use, that the facility to be abandoned is no longer economically feasible or producing Net Revenues.

(I) Insurance on the System. While the Series 2015 Note shall remain outstanding, the Issuer shall carry at least the following insurance coverage:

(1) Property insurance, fire and extended coverage insurance, and flood insurance on the insurable portions of the System in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any facility or facilities of the System, the Issuer shall deposit the insurance proceeds in the Reserve Account and promptly arrange for the application thereof to the repair or reconstruction of the damaged or destroyed portion thereof.

(2) Public liability insurance relating to the operation of the System, to the extent of any statutory waiver of sovereign immunity applicable to the Issuer from claims for bodily injury, death or either of such occurrences; and not less than \$10,000 against claims for damage to property of others which may arise from the Issuer's operation of the System.

(3) If the Issuer owns or operates a vehicle in the operation of the System, vehicular public liability insurance to the extent of any statutory waiver of sovereign immunity applicable to the Issuer to protect the Issuer from claims for bodily injury and death, and not less than \$10,000 against claims for damage to property of others which may arise from the Issuer's operation of vehicles.

(4) All such insurance shall be carried for the benefit of the holders of the Series 2015 Note. All moneys received for losses under any of such insurance, except public liability are hereby pledged by the Issuer as security for the Series 2015 Note herein authorized, until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed within ninety (90) days from the receipt of such proceeds.

(5) Workmen's Compensation will be maintained as required by State law.

(J) Maintenance of the System. The Issuer will maintain the System in good condition and continuously operate the same in an efficient manner and at a reasonable cost.

(K) No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by its System, nor will any preferential rates be established for users of the same class; and if the Issuer shall avail itself of the facilities or services provided by the System, or any part thereof, then the same rates, fees or charges applicable to other customers receiving like service under similar circumstances shall be charged to the Issuer. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges. The revenues so received shall be deemed to be revenues derived from the operation of the System, and

shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

(L) Failure of User to Pay for Services. Upon failure of any user to pay for services rendered within sixty (60) days, the Issuer shall shut off the connection of such user and shall not furnish him or permit him to receive from the System further service until all obligations owed by him to the Issuer on account of services shall have been paid in full. This covenant shall not, however, prevent the Issuer from causing any System connection to be shut off sooner.

(M) Enforcement of Collections. The Issuer will diligently enforce and collect the Pledged Funds and will do all things necessary to ensure its eligibility to receive the Pledged Funds; and will take all steps, actions and proceedings for the enforcement and collection of such rates, rentals, charges and fees as shall become delinquent to the full extent permitted or authorized by law, and will maintain accurate records with respect thereof. All such fees, rates, rentals, charges and revenues herein pledged shall, as collected, be held in trust to be applied as provided in this Resolution and not otherwise.

(N) Compliance with Laws and Regulations. The Issuer covenants and agrees to perform and comply with, in every respect, any loan and grant agreements which it might have with the USDA, or with any other governmental agency and all applicable State laws and regulations and to continually operate and maintain the System in good condition.

(O) Defaults and Remedies. The following events shall each constitute an Event of Default under this Resolution:

(1) Payment Default. The Original Purchaser may, at its option, collect from the City a late charge of five percent (5.00%) of any payment not received by the Original Purchaser within ten (10) days after the payment is due.

(2) Bankruptcy. The dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may not be in effect or hereafter adopted, shall constitute an event of default.

(3) Performance. The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2015 Note or in this Resolution on the part of the Issuer to be performed.

Any Holder of the Series 2015 Note may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable State or Federal statutes to be performed by the Issuer or by any officer thereof. In such event, the Holder of the Series 2015 Note may recover from the City all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.

Nothing herein, however, shall be construed to grant to any Holder of such Series 2015 Note any lien on any real property of the Issuer.

(P) Records and Audits. The Issuer shall keep books and records of the revenues of the System, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any Holder of the Series 2015 Note issued pursuant to this Resolution shall have the right to, at all reasonable times, inspect all records, accounts and data of the Issuer relating thereto.

(Q) Connection with System. The Issuer will, to the full extent permitted by law, require all lands, buildings, residences and structures within its corporate limits which can use the facilities and services of the System to connect therewith and use the facilities and services thereof, and to cease the use of all other facilities. The Issuer will not grant a franchise for the operation of any competing water and/or sewer utility system until all Series 2015 Note issued hereunder, together with interest thereon, shall have been paid in full.

(R) Creation of Superior Liens. The Issuer covenants that it will not issue any other bonds, certificates or obligations of any kind or nature or create or cause or permit to be created any debt, lien, pledge, assignment or encumbrance or charge payable from or enjoying a lien upon the Pledged Funds ranking prior and superior to the lien created by this Resolution for the benefit of the Series 2015 Note herein authorized.

(S) Tax Covenant. The City covenants to the Owner of the Note provided for in this Resolution that the City will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

[Remainder of page intentionally left blank]

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

Section 4.01. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner of the Note.

Section 4.02. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any person other than the City and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Owner.

Section 4.03. Note Mutilated, Destroyed, Stolen or Lost. In case the Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the City proof of ownership thereof and indemnity reasonably satisfactory to the City and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The Note so surrendered shall be canceled.

Section 4.04. Impairment of Contract. The City covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

Section 4.05. Annual Audit; Budget. The City shall, immediately after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. The City shall annually provide to the Original Purchaser a copy of its audited financial statements within 210 days of the Fiscal Year end.

The City shall provide such other financial information relating to the ability of the City to pay the Note that is not otherwise exempt from disclosure under Section 119.071, Florida Statutes, as may be reasonably requested by the Original Purchaser.

Section 4.06. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such

date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

Section 4.07. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 4.08. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 4.09. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 4.10. Authorization of Other Action. The Mayor, City Manager, City Attorney and City Clerk are each designated agents of the City in connection with the execution and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Note to the Original Purchaser.

Section 4.11. Bank Qualified. The City hereby designates the Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The City and any subordinate entities of the City and any City of "tax-exempt" debt that issues "on behalf of" the City do not reasonably expect during the calendar year 2015 to issue more than \$10,000,000 of "tax-exempt" obligations including the Note, exclusive of any private activity bonds as defined in Section 151(a) of the Code (other than qualified 501(c)(3) bonds as defined in Section 155 of the Code).

Section 4.12. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4.13. Severability. If any one or more of the covenants, agreements, or provisions of this resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of this Resolution or of the Note delivered hereunder.

Section 4.14. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED and ADOPTED by the City Commission of the City of Bunnell, Florida, on the 27th day of April, 2015.

CITY COMMISSION OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandra Bolser, CMC, City Clerk

Wade Vose, City Attorney

EXHIBIT A

FORM OF NOTE

Dated Date: April _____, 2015

\$ _____

Interest Rate 2.70%

**CITY OF BUNNELL
WATER AND SEWER SYSTEM
REFUNDING REVENUE NOTE, SERIES 2015**

KNOW ALL MEN BY THESE PRESENTS, that the City of Bunnell, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay to Ameris Bank, its successors and assigns (the Owner"), from the special funds hereinafter mentioned, the principal sum of TWO MILLION FIFTY THOUSAND DOLLARS (\$2,050,000) on the 30th day of April in the years and installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2016		2021		2026	
2017		2022		2027	
2018		2023		2028	
2019		2024		2029	
2020		2025		2030	

and to pay, solely from such special funds, interest on the principal sum from time to time remaining unpaid, from the date of the delivery of this Note to the Owner hereof, at the rate of 2.70% per annum subject to adjustment as provided herein, payable on April 30, 2016 and annually thereafter on the 30th day of April of each year. Principal shall be payable annually on April 30, 2016 and on each April 30 thereafter. Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Owner may designate to the Issuer, and shall be paid on the date when due by wire transfer or in such other manner as agreed upon by the Owner and the Issuer. If any payment of principal or interest on this Note is received by the Owner more than ten (10) days after the same becomes due and payable, the Issuer will pay the Owner on demand a late fee determined by the Owner but not greater than five percent (5%) of the amount of the delinquent payment. Upon final payment of principal and interest, this Note shall be surrendered to the Issuer.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on April 30, 2030 (the "Maturity Date").

This Note may be prepaid at the option of the Issuer in whole or in part on any date, without penalty.

If any interest on this Note becomes includable in the gross income of the Owner for Federal income tax purposes or this Note becomes no longer a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code, for any reason whatsoever and regardless of whether the same was within or beyond the control of the Issuer, the effect of which would adversely affect the Owner's after-tax yield with respect to this Note, then the Owner shall have the right to adjust the Interest Rate, on a retroactive basis, in order to maintain the same after-tax yield as if the event that caused the tax issue had not occurred; provided, however, that the Interest Rate, as adjusted, shall in no event exceed the maximum interest rate permitted by applicable law. These adjustments shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired. The Issuer shall additionally be responsible for paying to the Owner within 30 days of the event all costs, expenses, penalties, attorneys' fees and all other losses incurred by the Owner as a result of such event.

This Note is issued under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part I and Part II, Florida Statutes, Resolution No. 15-___ adopted by the Issuer on April 27, 2015, as may be amended and supplemented from time to time (collectively, the "Resolution"), to refund the Issuer's Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$936,400, Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$1,051,900, and Water and Sewer Revenue Bonds, Series 1997, issued in the original principal amount of \$1,080,000, all of which were issued to finance improvements to the water and sewer utility system of the Issuer (the "System"). All capitalized, undefined terms used herein shall have the meanings set forth in the Resolution. This Note and the interest hereon are payable solely from and secured by a lien on and pledge of the Net Revenues to be derived from the operation of the System of the Issuer (the "Pledged Funds"). The lien on the Pledged Funds shall be equal and ratable to the lien of the Parity Obligations.

It is expressly agreed by the owner of this Note that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this Note and that such owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer to the payment of such principal and interest or the cost of maintaining, repairing and operating the System. The owner of this Note shall have no lien upon or claim to any revenues except for the Pledged Funds, all in the manner set forth in the Resolution. This Note and the obligation evidenced hereby shall not constitute a lien upon the System or any part thereof, or upon any other property of the Issuer or situated within its corporate limits, but shall constitute a lien only on the Pledged Funds, all in the manner provided in the Resolution.

In and by the Resolution, the Issuer has covenanted and agreed with the owners of the Notes of this issue that it will fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the product, services and facilities of the System which will always produce cash revenues which will be sufficient to pay, and

out of such funds pay the necessary expenses of operating and maintaining the System and which together with the legally available Pledged Funds will be sufficient to pay, and out of such funds pay as the same shall become due, the principal of and interest on the Note and all other payments required by the Resolution and the resolution authorizing the Parity Obligations, and that such rates, rentals, fees or other charges will not be reduced so as to be insufficient to provide funds for such purposes.

This Note may be prepaid prior to maturity at the option of the Issuer, without premium or penalty, in whole or in part, at any time.

This Note is subject to all the terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default which by this reference are incorporated herein as a part of this Note.

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto; and that the issuance of this Note does not violate any constitutional or statutory limitations or provisions.

This Note may be exchanged or transferred by the Owner hereof but only upon the registration books maintained by the Issuer and in the manner provided in the Resolution.

The Issuer to the extent permitted by law hereby waives presentment, demand, protest and notice of dishonor.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City of Bunnell, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its Clerk, all as of _____, 2015.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____
Mayor

ATTESTED AND COUNTERSIGNED:

Clerk

ASSIGNMENT

For valuable consideration, AMERIS BANK does hereby assign, transfer and deliver to _____ all of its right, title and interest in and to this Bond and all rights belonging or appertaining to the assignor under and by virtue of this Bond.

AMERIS BANK

By: _____

Title: _____

Witnesses:

EXHIBIT B

FORM OF PURCHASER'S CERTIFICATE

This is to certify that Ameris Bank (the "Purchaser") has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City of Bunnell, Florida (the "Issuer") in connection with the Issuer's \$_____ Water and Sewer System Refunding Revenue Note, Series 2015 (the "Note"), dated _____, 2015, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Bond Counsel or the Issuer's Attorney as to any such matters other than the legal opinions rendered on the date of issuance of the Note. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted on April 27, 2015 (the "Note Resolution").

We are aware that investment in the Note involves various risks, that the Note is not a general obligation of the Issuer, and that the payment of the Note is secured solely from the sources described in the Note Resolution (the "Pledged Funds").

We have made such independent investigation of the Pledged Funds as we, in the exercise of sound business judgment, considered to be appropriate under the circumstances.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Note and can bear the economic risk of our investment in the Note.

We acknowledge and understand that the Note and the Note Resolution are not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and are not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, as amended, and/or Section 517.061(7), Florida Statutes, as amended, and that neither the Issuer, Bond Counsel nor the Issuer's Attorney shall have any obligation to effect any such registration or qualification.

DATED this ____ day of _____, 2015.

AMERIS BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT C

FORM OF DISCLOSURE STATEMENT

Following a competitive selection process, the undersigned, as Purchaser, proposes to negotiate with the City of Bunnell, Florida (the "Issuer") for the private purchase of its \$ _____ Water and Sewer System Refunding Revenue Note, Series 2015 (the "Note"), dated _____, 2015. Prior to the award of the Note, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Purchaser") in connection with the issuance of the Note (such fees and expenses to be paid by the Issuer):

[TO COME]

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Purchaser in connection with the issuance of the Note to any person not regularly employed or retained by the Purchaser (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Purchaser, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Purchaser, or to the knowledge of the Purchaser, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Purchaser or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Note.

3. The amount of the underwriting spread expected to be realized by the Purchaser is \$0.

4. The management fee to be charged by the Purchaser is \$0.

5. Truth-in-Bonding Statement:

The Note is being issued primarily to currently refund the Issuer's Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$936,400, Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$1,051,900, and Water and Sewer Revenue Bonds, Series 1997 issued in the original principal amount of \$1,080,000 (collectively, the "Refunded Bonds"). The Refunded Bonds were issued to finance capital improvements to the Issuer's water and sewer utility system (the "System").

Unless earlier prepaid, the Note is expected to be repaid on April 30, 2030. At an interest rate of 2.70%, total interest paid over the life of the Note is estimated to be \$_____.

The Note will be payable solely Pledged Funds which consist of Net Revenues of the System, as described in a resolution of the Issuer adopted on April 27, 2015 (the "Resolution"). See the Resolution for a definition of Net Revenues. Issuance of the Note is estimated to result in an annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

6. The name and address of the Purchaser is as follows:

Ameris Bank
181 Cypress Point Parkway
Palm Coast, Florida 32164

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this ____ day of April, 2015.

AMERIS BANK

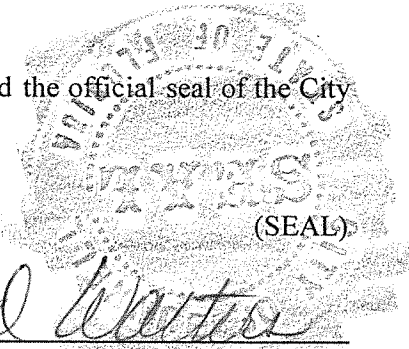
By: _____
Garry R. Lubi
Senior Vice President

CLERK'S CERTIFICATE REGARDING BOND ORDINANCE NO. 1970-12

I, Beth D. Walters, the undersigned City Clerk of the City of Bunnell, Florida (the "City"), DO HEREBY CERTIFY that:

Attached hereto is a copy of ORDINANCE PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND ERECTION OF A NEW MUNICIPAL SEWER SYSTEM AND IMPROVEMENTS TO THE MUNICIPAL WATER SYSTEM; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$780,000 WATER AND SEWER REVENUE BONDS TO FINANCE A PART OF THE COST THEREOF; PLEDGING THE GROSS REVENUES OF THE COMBINED AND CONSOLIDATED WATER AND SEWER SYSTEM AND THE PROCEEDS OF THE MUNICIPAL CIGARETTE TAX TO SECURE THE PAYMENT THEREOF; AND PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS, adopted at a meeting of the City duly called and held on December 7, 1970, at which meeting a quorum was present and acting throughout, which ordinance has been compared by me with the original thereof as recorded in the Minute Book of said City and that said ordinance is a true, complete and correct copy thereof, and said ordinance has been duly adopted and has not been further modified, amended, supplemented or repealed and is in full force and effect on and as of the date hereof in the form attached hereto.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City as of the 10th day of March, 1997.



(SEAL)

Beth D. Walters, City Clerk
City of Bunnell, Florida

1970-12
1970-12

ORDINANCE PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND ERECTION OF A NEW MUNICIPAL SEWER SYSTEM AND IMPROVEMENTS TO THE MUNICIPAL WATER SYSTEM; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$780,000 WATER AND SEWER REVENUE BONDS TO FINANCE A PART OF THE COST THEREOF; PLEDGING THE GROSS REVENUES OF THE COMBINED AND CONSOLIDATED WATER AND SEWER SYSTEM (AND THE PROCEEDS OF THE MUNICIPAL CIGARETTE TAX) TO SECURE THE PAYMENT THEREOF; AND PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF BUNNELL, FLORIDA, as follows:

ARTICLE I

GENERAL

1.01 Authority for this Ordinance. This Ordinance is adopted pursuant to the provisions of Chapter 28955, Laws of Florida, Special Acts of 1953, Chapter 159, Florida Statutes, and other applicable provisions of law.

1.02 Findings. It is hereby found and determined that:

(A) The City of Bunnell (hereinafter sometimes called the "Issuer"), presently owns a water system, but it does not presently own or operate a sewer system for the benefit of its inhabitants; and it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to construct municipal sewerage disposal facilities and improvements to its water distribution facilities (hereinafter referred to as the "project") in accordance with certain plans and specifications now on file with the City Clerk and Assessor (hereinafter sometimes called the "Clerk"). All such existing and new water and sewer facilities shall be operated by the Issuer as a single combined utility (hereinafter sometimes referred to as the "system").

(B) The Issuer has been advised by its consulting engineers that the cost of constructing the project in accordance with said plans and specifications is estimated at \$1,080,750, which shall be paid with the proceeds of the sale of the bonds herein authorized and federal grants in the amount of \$300,750, and shall be deemed to include all expenses necessary, appurtenant

or incidental thereto, including the cost of any land or interest therein or of any fixtures or equipment, or property necessary or convenient therefor, the cost of labor and materials to complete such construction, engineering and legal expenses, fiscal expenses, expenses for estimates of costs and revenues, expenses for plans, specifications and surveys, interest during construction, if any, administration expenses and all other necessary miscellaneous expenses.

(C) Pursuant to Chapter 210, Florida Statutes, the Issuer did, on March 18, 1968, enact Ordinance No. 1968-1 levying and imposing a tax upon each and every sale, receipt, purchase, possession, consumption, handling, distribution and use of cigarettes within the corporate limits of the Issuer, hereinafter called the "cigarette tax". The revenues to be derived annually from the rates, rentals, fees and other charges made and collected for the services and facilities of the system are estimated to be \$ 88,600.00 and, together with the proceeds of the cigarette tax, will be sufficient to pay the principal and interest on the bonds herein authorized as the same become due and the annual cost of operating, repairing and maintaining the system, the aggregate annual amount of which is estimated to be \$ 31,400.00. It is estimated that the period of usefulness of the system will exceed forty-one years.

(D) It is deemed necessary and desirable to pledge the gross revenues of the system and the proceeds of the cigarette tax to the payment of the principal of and interest on the bonds herein authorized. No part of such revenues and cigarette taxes will be pledged or hypothencated except with respect to the bonds herein authorized.

(E) This ordinance is declared to be and shall constitute a contract between the Issuer and the holders of all such bonds; and the covenants and agreements herein set forth to be performed by the Issuer are and shall be for the equal benefit, protection and security of the legal holders of any and all such bonds issued under this ordinance, all of which

shall be of equal rank and without preference, priority or distinction of any of the bonds over any other, except as hereinafter provided.

(F) The Issuer is not, under this ordinance, obligated to levy any taxes on any real or personal property to pay the principal of or interest on the bonds hereinafter authorized or to pay the cost of maintaining, repairing and operating the system. Such bonds issued pursuant to this ordinance shall not constitute a lien upon the system or any other property of the Issuer or situated within its corporate limits.

1.03 Definitions. The following terms in this ordinance shall have the following meanings unless the text otherwise expressly requires:

(A) "Gross Revenues" derived from the operation of the system shall mean all moneys received from rates, fees, rentals or other charges or income received by the Issuer or accruing to it in the management and operation of the system, all calculated in accordance with sound accounting practice.

(B) "Operating Expenses" of the system shall mean all current expenses, paid or accrued, for the operation, maintenance and repair of the system and its facilities, as calculated in accordance with sound accounting practice, and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Issuer related solely to the system, labor, cost of materials and supplies used for current operation, and charges for the accumulation of appropriate reserves for current expenses not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice. "Operating Expenses" shall not include any allowance for depreciation or for renewals or replacements of capital assets of the system.

(C) "Net Revenues" of the system shall mean the gross revenues thereof, as defined in subsection (A), after deducting therefrom only the operating expenses of the same,

as defined in subsection (B).

(D) "Fiscal Year" shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30.

1.04 Project Authorized. The Issuer is hereby authorized to construct the project as defined in Section 1.02 (A) above.

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF REVENUE BONDS

2.01 Authorization of Revenue Bonds. Subject and pursuant to the provisions of this ordinance, obligations of the Issuer to be known as "City of Bunnell Water and Sewer Revenue Bonds" (hereinafter sometimes referred to as the "bonds") are hereby authorized to be issued in an aggregate principal amount not exceeding Seven Hundred Eighty Thousand Dollars (\$780,000) for the purpose of providing funds to pay the cost of such project provided for in Section 1.02 hereof.

2.02 Description of Bonds. The bonds issued hereunder shall be dated as of the date of their delivery; shall be in the denomination of \$1,000.00, or any multiple thereof, not exceeding \$10,000 or the amount maturing in each year; shall be numbered consecutively from 1 upward; shall bear interest at not exceeding the legal rate per annum, payable on the next January 1 following their delivery and annually thereafter on January 1 of each year; and shall mature serially in numerical order on January 1 of each year in the years and amounts as follow:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
1974	\$ 5,000	1987	\$15,000	1999	\$25,000
1975	10,000	1988	15,000	2000	25,000
1976	10,000	1989	15,000	2001	25,000
1977	10,000	1990	15,000	2002	30,000
1978	10,000	1991	15,000	2003	30,000
1979	10,000	1992	15,000	2004	30,000
1980	10,000	1993	20,000	2005	35,000
1981	10,000	1994	20,000	2006	35,000
1982	10,000	1995	20,000	2007	35,000
1983	10,000	1996	20,000	2008	40,000
1984	10,000	1997	20,000	2009	40,000
1985	10,000	1998	25,000	2010	40,000
1986	15,000			2011	45,000

2.03 Places of Payment. Such bonds shall be issued in coupon form; shall be payable as to both principal and interest at such place or places as the Issuer shall hereafter by resolution designate, in lawful money of the United States of America; and shall bear interest from the date of issue, in accordance with and upon surrender of the appurtenant interest coupons as they severally mature, unless registered.

2.04 Provisions for Redemption. Bonds maturing on or before January 1, 1981 are not subject to redemption prior to their respective stated dates of maturity. Bonds maturing January 1, 1982 and thereafter shall, at the option of the Issuer, be redeemable in whole or in part, in inverse numerical and maturity order, on January 1, 1981 or on any interest payment date thereafter at par and accrued interest; provided, however, that at least thirty (30) days prior to the redemption date written notice of such redemption shall be given to the paying agent named in the bonds and to each of the registered owners at their respective addresses as they appear upon the registration books of the Clerk of the Issuer and shall be published at least once in a financial newspaper published in the City of New York, New York.

2.05 Execution of Bonds. The bonds shall be executed in the name of the Issuer by its Mayor and the corporate seal of the Issuer shall be impressed thereon, attested by its Clerk. In case any one or more of the officers who shall have signed or sealed any of the bonds shall cease to be such officer of the Issuer before the bonds so signed and sealed have been actually sold and delivered, such bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such bonds had not ceased to hold such office. The validation certificate endorsed on the bonds shall be executed by the Mayor. Any bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such bond shall hold the proper office of the Issuer, although at the date of such bonds

such person may not have held such office or may not have been so authorized. The coupons attached to the bonds shall be authenticated with the facsimile signatures of any present or future Mayor and Clerk of the Issuer. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this ordinance, notwithstanding that either or both shall have ceased to hold such office at the time the bonds shall be actually sold and delivered.

2.06 Negotiability and Registration. The bonds shall be and shall have all the qualities and incidents of negotiable instruments under the law merchant and the Laws of the State of Florida; and each successive holder, in accepting any of the bonds or the coupons appertaining thereto, shall be conclusively deemed to have agreed that the bonds shall be and have all of said qualities and incidents of negotiable instruments.

The bonds may be registered, at the option of the holder, as to both principal and interest upon the books kept for the registration and transfer of bonds by the Clerk of the Issuer, as Bond Registrar, and endorsed upon the bonds by the Bond Registrar in the space provided thereon. After such registration, no transfer of the bonds shall be valid unless made at the office of the Bond Registrar by the registered owner or by his duly authorized agent or representative and similarly noted on the bonds, but at the expense of the holder the bonds may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored. At the option and expense of the holder, the bonds may thereafter again from time to time be registered or transferred to bearer as before. The Bond Registrar shall not be required to make any such transfer of bonds during the fifteen (15) days next preceding an interest payment date on the bonds or, in the case of any proposed redemption of bonds, after such bonds have been selected for

redemption. The person in whose name any bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any bond and the interest on any bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such bond including the interest thereon to the extent of the sum or sums so paid.

2.07 Bonds Mutilated, Destroyed, Stolen or Lost.

In case any bonds shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion issue and deliver a new bond of like tenor as the bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated bond, upon surrender and cancellation of such mutilated bond, or in lieu of and substitution for the bond destroyed, stolen or lost, and upon the owner furnishing the Issuer satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All bonds so surrendered shall be cancelled by the Clerk of the Issuer. If any such bonds shall have matured or be about to mature, instead of issuing a substitute bond the Issuer may pay the same, upon being indemnified as aforesaid, and if such bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate bonds issued pursuant to this section shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed bonds be at any time found by anyone, and such duplicate bonds shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other bonds issued hereunder.

2.08 Form of Bonds. The text of the bonds shall be of substantially the following tenor, with such omissions, insertions and variations as may be necessary and desirable

and authorized or permitted by this ordinance or any subsequent ordinance adopted prior to the issuance thereof:

No. _____ \$ _____

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF FLAGLER
CITY OF BUNNELL
WATER AND SEWER REVENUE BOND

KNOW ALL MEN BY THESE PRESENTS, that the City of Bunnell, a public body created and existing under and by virtue of the Laws of the State of Florida (hereinafter sometimes referred to as the "Issuer"), for value received, hereby promises to pay to the bearer, or if this bond be registered to the registered holder as herein provided, on the first day of January, 19__, from the special funds hereinafter mentioned, the principal sum of

_____ THOUSAND DOLLARS

and to pay interest thereon, from the date of the delivery of this bond to the purchaser thereof, solely from said special funds, at the rate of _____ per centum (_____) per annum, payable on January 1, 1971 and annually thereafter on the first day of January of each year upon the presentation and surrender of the annexed coupons as they severally fall due. Both principal of and interest on this bond are payable at _____, _____, Florida, in lawful money of the United States of America.

This bond is one of an authorized issue of bonds in the aggregate principal amount of \$780,000 of like date, tenor and effect, except as to number, interest rate (if all bonds do not bear the same rate of interest) and date of maturity, issued to finance the cost of acquiring, erecting and constructing new municipal sewer facilities and improvements to the existing municipal water facilities of the Issuer, all of which existing and new facilities are combined and operated by the Issuer as a single utility, hereinafter referred to as the "system", under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 28955, Laws of Florida, Special Acts of 1963, Chapter

159, Florida Statutes, and an Ordinance duly enacted by the Issuer on _____, 1970 (herein referred to as the "Ordinance"), and is subject to all the terms and conditions of such Ordinance.

This bond and the interest thereon are payable solely from and secured by a prior lien upon and a pledge of the gross revenues to be derived from the operation of the system and the proceeds of municipal cigarette taxes in the manner described in the Ordinance. It is expressly agreed by the holder of this bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this bond and that such holder shall never have the right to require or compel the exercise of any taxing power of the Issuer to the payment of such principal and interest or the cost of maintaining, repairing and operating the system. This bond and the obligation evidenced hereby shall not constitute a lien upon the system or any part thereof or upon any other property of the Issuer or situated within its corporate limits, but shall constitute a lien only on the gross revenues derived from the operation of the system and the proceeds of the cigarette taxes.

In and by the Ordinance, the Issuer has covenanted and agreed with the holders of the bonds of this issue that it will fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the product, services and facilities of the system which, together with the proceeds of the cigarette taxes, will always produce cash revenues sufficient to pay, and out of such funds pay, as the same shall become due, the principal of and interest on the bonds, the necessary expenses of operating and maintaining the system and all reserve, Sinking Fund or other payments required by the Ordinance, and that such rates, rentals, fees or other charges will not be reduced so as to be insufficient to provide funds for such purposes, and that it will levy and collect said cigarette taxes at such rates, not exceeding the maximum rates permitted by law, as shall be necessary to provide funds which, together with the gross revenues of the system, will be sufficient to pay, and out of such funds

pay, as the same shall become due, the principal of and interest on the bonds, the necessary expenses of operating and maintaining the system and all reserve, Sinking Fund or other payments required by the Ordinance, and that the rates of such cigarette taxes will not be reduced so as to be insufficient to provide funds for such purposes.

The bonds of this issue maturing in the years 1972 through 1981, both inclusive, are not redeemable prior to their respective stated dates of maturity. Bonds of this issue maturing in the year 1982 and thereafter are redeemable prior to their respective stated dates of maturity at the option of the Issuer, in whole or in part, in inverse numerical and maturity order if less than all, on January 1, 1981, or on any interest payment date thereafter, at the principal amount thereof and accrued interest to the date of redemption, provided notice of such redemption shall be given in the manner required by the Ordinance.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this bond, exist, have happened and have been performed, in regular and due form and time as required by the Laws and Constitution of the State of Florida applicable thereto, and that the issuance of this bond, and of the issue of bonds of which this bond is one, does not violate any constitutional, statutory or charter limitations or provisions.

This bond and the coupons appertaining thereto are and have all the qualities and incidents of negotiable instruments under the law merchant and the Laws of the State of Florida.

This bond may be registered as to both principal and interest in accordance with the provisions endorsed hereon.

IN WITNESS WHEREOF, the City of Bunnell, Florida, has issued this bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its Clerk

and Assessor, all as of _____, 1971.

CITY OF BUNNELL, FLORIDA

(SEAL)

By _____
Mayor

ATTESTED AND COUNTERSIGNED:

Clerk and Assessor

FORM OF COUPON

NO. _____ \$ _____

On the 1st day of January, 19____, unless the bond to which this coupon is attached is callable and shall have been previously duly called for prior redemption and payment thereof duly made or provided for, the City of Bunnell, Florida, will pay to the bearer at _____, Florida, from the special funds described in the bond to which this coupon is attached, the amount shown hereon in lawful money of the United States of America, upon presentation and surrender of this coupon, being one year's interest then due on its Water and Sewer Revenue Bond, dated _____, 1971; No. _____.

CITY OF BUNNELL, FLORIDA

(SEAL)

By _____
Mayor

ATTESTED AND COUNTERSIGNED:

Clerk and Assessor

FORM OF VALIDATION CERTIFICATE

This bond is one of a series of bonds which were validated by judgment of the Circuit Court for Flagler County, Florida, rendered on _____, 19__.

Mayor

PROVISIONS FOR REGISTRATION

This bond may be registered as to both principal and interest on books of the Clerk and Assessor, as Bond Registrar, such registration being noted hereon by the Bond Registrar in the registration blank below, the coupons being surrendered and the interest being payable only to the registered holder, remitted by mail, after which registration no transfer shall be valid unless made on said books by the registered holder or his legal representative and similarly noted in the registration blank below, but it may be discharged from registration by being transferred to bearer, after which it shall be transferable by delivery, or it may again be registered as before. Upon reconversion of this bond into a coupon bond, coupons representing the interest to accrue upon the bond to date of maturity shall be attached hereto.

Date of Registration	Name and Address of Registered Owner	Signature of Bond Registrar
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ARTICLE III

COVENANTS, SPECIAL FUNDS
AND APPLICATION THEREOF

3.01 Bonds Not To Be Indebtedness Of Issuer. Neither the bonds nor the coupons attached thereto shall be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien upon and a pledge of said gross revenues and cigarette taxes as herein provided. No owner or holder of any bond or coupon issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power, or taxation in any form, to pay such bond or coupon or the cost of operating and maintaining the system, or be entitled to payment of such bond or coupon from any funds of the

Issuer except from the gross revenues derived from the operation of the system and the cigarette taxes in the manner provided herein.

3.02 Bonds Secured by Pledge of Gross Revenues and Cigarette Taxes and Special Funds Created Therefrom. The payment of the debt service of all of the bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a prior lien upon the gross revenues derived from the operation of the system, as now or hereafter constituted, and the proceeds of the cigarette taxes. The Issuer does hereby irrevocably pledge such funds to the payment of the principal of and interest on the bonds issued pursuant to this ordinance and to the payment into the Sinking Fund at the times provided of the sums required to secure to the holders of the bonds issued hereunder the payment of the principal of and interest thereon at the respective maturities of the bonds and coupons so held by them.

3.03 Application of Bond Proceeds. The Issuer hereby covenants that it will establish with the Citizens Bank of Bunnell Bank, Bunnell, Florida, a separate account or accounts (herein collectively called the "Construction Account") into which shall be deposited the proceeds from the sale of the bonds herein authorized (except such portion thereof as shall be necessary to pay interest on the bonds during the construction of the project, which shall be deposited to the Sinking Fund), the proceeds of said federal grants and the additional funds, if any, required to assure payment in full of the cost of the project. Withdrawals from the Construction Account shall be made only for such purposes as shall have been previously specified in the project cost estimates and as shall be approved by the Issuer's consulting engineers for the project.

The Issuer's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties, and all proceeds of insurance compensating for damages to the project during the period of construction, shall be deposited in the Construction Account to assure completion of the project.

Moneys in the Construction Account shall be secured by the depository bank in accordance with U. S. Treasury Department Circular 176 and in the manner prescribed by the Laws of the State of Florida relating to the securing of public funds. When the moneys on deposit in the Construction Account exceed the estimated disbursements on account of the project for the next 90 days, the Issuer may direct the depository bank to invest such excess funds in direct obligations of or obligations the principal of and interest on which are guaranteed by the United States of America, which shall be subject to redemption at any time at face value by the holder thereof. The earnings from any such investment shall be deposited in the Construction Account.

When the construction of the project has been completed and all construction costs have been paid in full, all funds remaining in the Construction Account, except grant funds, shall be deposited in the Sinking Fund hereinafter established, and the Construction Account shall be closed.

All moneys deposited in said Construction Account shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the holders of the bonds until the moneys thereof shall have been applied in accordance with this ordinance.

3.04 Covenants of the Issuer. So long as any of the principal of or interest on any of the bonds shall be outstanding and unpaid, or until there shall have been set apart in the Sinking Fund herein established, including the Reserve Account therein, a sum sufficient to pay, when due, the entire principal of the bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer covenants with the holders of any and all of the bonds issued pursuant to this ordinance as follows:

(A) Annual Budget of Current Expenses. The Issuer covenants and agrees that on or before the date of completion of construction of the project, or the date of delivery of the bonds to the purchasers thereof if the system shall then be

revenue producing, it will adopt a budget of Current Expenses for the system for the remainder of the then current fiscal year and thereafter, on or before the first day of each fiscal year during which any of the bonds are outstanding, it will adopt an Annual Budget of Current Expenses for the ensuing fiscal year, and will mail a copy of such budget or amendments thereto to any requesting bondholder. Current Expenses shall include all reasonable and necessary costs of operating, repairing, maintaining and insuring the system, but shall exclude depreciation, payments into the Sinking Fund and payments into the Reserve Account. The Issuer covenants that the Current Expenses incurred in any year will not exceed the reasonable and necessary amounts required therefor, and that it will not expend any amount or incur any obligations for operations, maintenance and repair in excess of the amount provided for Current Expenses in the Annual Budget, except upon resolution by its Council that such expenses are necessary to operate and maintain the system.

(B) Revenue Fund. The Issuer covenants and agrees that as soon as the bonds shall be delivered to the purchasers thereof, it will establish with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the Laws of the State of Florida to receive municipal funds, and maintain so long as any of the bonds are outstanding, a special fund to be known as the "Bunnell Water and Sewer System Revenue Fund", hereinafter called the "Revenue Fund". Into such Revenue Fund the Issuer shall deposit promptly as received all cash income derived from the ownership and operation of the system. The Revenue Fund shall be held by the Issuer separate and apart from all other funds and shall be expended and used only in the manner and order specified in paragraphs (C), (D) and (E) of this Section.

(C) Bond and Interest Sinking Fund. The Issuer covenants and agrees to establish with a depository in the State of Florida, which is a member of the Federal Deposit

Insurance Corporation, and which is eligible under the Laws of the State of Florida to receive municipal funds a special fund or funds, collectively called "Bunnell Water and Sewer System Bond and Interest Sinking Fund", hereinafter called the "Sinking Fund", to be used exclusively for the purposes hereinafter mentioned. The Issuer shall transfer on or before the 15th day of each month from the Revenue Fund and deposit to the credit of the Sinking Fund the following amounts:

(1) A sum equal to 1/12 of the amount of one year's interest on all the bonds then outstanding, together with the amount of any deficiency in prior deposits for interest; and

(2) A sum equal to 1/12 of the principal of the bonds maturing on the next succeeding anniversary date, together with the amount of any deficiency in prior deposits for principal.

(3) After fulfillment of the requirements of paragraphs (C) (1) and (2), the Issuer shall transfer on or before the 15th day of each month from the Revenue Fund and deposit to the credit of a special account in the Sinking Fund, herein called the "Reserve Account", the sum of Three Hundred Eighty-Five (\$385.00) until such time as the funds and investments therein shall equal Forty-Six Thousand Dollars (\$46,000.00), and monthly thereafter such amount as may be necessary to maintain in the Reserve Account the sum of Forty-Six Thousand Dollars (\$46,000.00) but not exceeding Three Hundred Eighty-Five Dollars (\$385.00) monthly. Moneys in the Reserve Account shall be used only for (1) paying the cost of repairing or replacing any damage to the system which shall be caused by an unforeseen catastrophe (2) constructing improvements or extensions to the system which shall increase its net revenues and which shall be approved by said consulting engineers, if the Issuer shall not then be in default under any of the provisions of this ordinance, and (3) paying the principal of and interest on the bonds in the event that the moneys in the Sinking Fund shall ever be insufficient to meet such payments.

(D) Operation and Maintenance Fund. The Issuer covenants and agrees to establish with a depository in the

State of Florida, which is a member of the Federal Depository Insurance Corporation, and which is eligible under the Laws of the State of Florida to receive municipal funds, a special fund to be known as the "Bunnell Water and Sewer System Operation and Maintenance Fund", which shall be used exclusively for the purpose of receiving funds to be transferred monthly by the Issuer from the Revenue Fund, and for paying, as they accrue, the Current Expenses of the system pursuant to the Annual Budget. As soon after delivery of the bonds as the system shall be revenue-producing, and after having made the deposits to the Sinking Fund as provided in paragraph (C) above, the Issuer shall transfer on or before the fifteenth day of each month from the Revenue Fund and deposit to the credit of the Operation and Maintenance Fund a sum sufficient to pay the Current Expenses of the system for the current month, all in accordance with the Annual Budget. Any balance remaining in the Operation and Maintenance Fund at the end of the fiscal year and not required to pay costs incurred during said fiscal year shall be deposited promptly into the Revenue Fund.

(E) Transfer of Excess Funds. Subject to the provisions for the disposition of revenues in paragraphs (C) and (D), which are cumulative, the Issuer shall transfer on or before the 15th day of each month the balance of excess funds in the Revenue Fund to the Reserve Account in the Sinking Fund for prompt use in redeeming bonds in inverse numerical and maturity order or acquiring outstanding bonds for retirement at not to exceed the price of par and accrued interest, to the extent funds and investments therein exceed the amount of Forty-Six Thousand Dollars (\$46,000.00).

(F) Cigarette Tax Fund. The Issuer covenants and agrees to establish with a depository in the State of Florida, which is a member of the Federal Depository Insurance Corporation, and which is eligible under the Laws of the State of Florida to receive municipal funds, a special fund to be known as "Bunnell

Cigarette Tax Fund", hereinafter called the "Cigarette Tax Fund", which shall be used exclusively for the purpose of receiving all of the proceeds of the cigarette tax as soon as the same are collected by the Issuer. Whenever by reason of the insufficiency of moneys on deposit in the Revenue Fund, the Issuer is not able to make promptly the current monthly payments required to be made pursuant to the provisions of paragraphs (C) and (D) above, there shall be paid into the Revenue Fund from the moneys on deposit in the Cigarette Tax Fund whatever sums are necessary to cure such existing deficit. After the 15th day of each month, if all of the above-required current payments have been made from the Revenue Fund, and from the Cigarette Tax Fund to the extent necessary, the balance of any moneys on deposit in the Cigarette Tax Fund may be withdrawn and used by the Issuer for any lawful municipal purpose.

(G) Trust Funds. The funds and accounts created and established by this ordinance shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the Laws of the State of Florida. Moneys on deposit to the credit of the Reserve Account shall be invested by the depository bank, upon request by the Issuer, in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America and which shall be subject to redemption at face value at any time by the holder thereof at the option of such holder; and the moneys on deposit to the credit of the Sinking Fund may be so invested in such obligations which shall mature not later than fifteen (15) days prior to the date on which such moneys shall be needed to pay the principal of and interest on the bonds in the manner herein provided, but moneys on deposit to the credit of the Revenue Fund, the Operation and Maintenance Fund and Cigarette Tax Fund shall not be invested at any time. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any

profit realized therefrom shall be credited to such account and any loss resulting from such investment shall likewise be charged to said account.

(H) Rates and Charges. The Issuer covenants and agrees to maintain and collect, so long as any of the bonds are outstanding, such schedule of water and sewer rates and charges which, together with the proceeds of the cigarette taxes, will produce revenues which shall be sufficient to provide for current debt service on the bonds and the debt service reserve and pay the reasonable expenses of operation and maintenance of the system; and the Issuer covenants and agrees that so long as any of the bonds are outstanding and unpaid, at the same time and in like manner that the Issuer prepares its Annual Budget of the Current Expenses, the Issuer shall annually prepare an estimate of gross revenues to be derived from the operation of the system for the ensuing fiscal year, and to the extent that said gross revenues are insufficient to pay debt service requirements on all outstanding bonds during such ensuing year, build up and maintain the required reserve enumerated in paragraph (C) and pay Current Expenses, the Issuer shall revise the fees and rates charged for the use of the services and facilities of the system sufficiently to provide the funds required.

(I) Levy of Cigarette Taxes. The Issuer covenants and agrees that it will not repeal the ordinance now in effect levying the cigarette tax and will not amend or modify said ordinance in any manner so as to impair or adversely affect the power and obligation of the Issuer to levy and collect such cigarette taxes or impair or adversely affect in any manner the pledge of such cigarette taxes made herein or the rights of the holders of the bonds. The Issuer shall be unconditionally and irrevocably obligated, so long as any of the bonds or the interest thereon are outstanding and unpaid, to levy and collect such cigarette taxes at such rates, not exceeding the maximum rates permitted by law, as shall be necessary to provide funds which, together with the gross revenues of the system, shall be sufficient to pay, as the same shall become due, the principal of and interest on the bonds

and to make the other payments provided for herein. This provision shall not be construed to prevent reasonable revisions of the rates of the cigarette taxes as long as the proceeds of the cigarette taxes to be collected by the Issuer in each year thereafter, together with the gross revenues of the system, will be sufficient to pay the principal of and interest on the bonds as the same become due and to make the other payments herein required in such year.

(J) Issuance of other Obligations.

(1) The Issuer covenants and agrees that in the event the cost of construction or completion of the project shall exceed the dollar amount of bonds herein authorized, it shall deposit into the Construction Account the amount of such excesses out of funds available to it for such purpose, and the Issuer may provide such excess, and only such excess, through the issuance of parity bonds conforming to the requirements of paragraph (3) of this subsection; but except to complete the project, it will not issue any other obligations payable from or secured by the revenues of the system, the proceeds of the cigarette tax or any other security pledged to secure payment of the bonds herein authorized, unless the conditions hereinafter set forth shall be met, or unless the lien of such obligations is junior and subordinate in all respects to the lien of these bonds.

(2) The Issuer shall have the right to add new water or sewer facilities and related auxiliary facilities, by the issuance of one or more additional series of bonds to be secured by a parity lien on and rateably payable from the gross revenues of the system, the proceeds of the cigarette tax and any other security pledged to these bonds, provided in each instance that:

(a) The facility or facilities to be built from the proceeds of the additional parity bonds is or are made a part of the system and its or their revenues are pledged as additional security for the additional parity bonds and the outstanding bonds.

(b) The Issuer is in compliance with all covenants

and undertakings in connection with all of its bonds then outstanding and payable from the revenues of the system or any part thereof and has not been in default as to any payments required to be made under this ordinance for a period of at least the next preceding 24 months, or if at such time the bonds shall not have been outstanding for 24 months then for the period that the bonds shall have been outstanding.

(c) The annual net revenues (plus the proceeds of the cigarette tax, if it shall be pledged as security for the outstanding bonds and the additional parity bonds) for the fiscal year next preceding the issuance of additional parity bonds are certified by an independent public accountant employed by the Issuer, to have been equal to at least one and twenty-hundredths (1.20) times the average annual requirements for principal and interest on all the bonds then outstanding and payable from such pledged revenues.

(d) The estimated average annual net revenues of the facility or facilities to be constructed and acquired with the proceeds of such additional bonds (and any other funds pledged as security), when added to the estimated future average annual net revenues of the then existing system (plus the proceeds of the cigarette tax, if it shall be pledged as security for the outstanding bonds and the additional parity bonds) shall be at least one and twenty-hundredths (1.20) times the average annual debt service requirements for principal and interest on all outstanding bonds payable from the revenues of the system and on the additional bonds proposed to be issued. Estimates of future revenues and operating expenses shall be furnished by recognized independent consulting engineers and approved by the Council of the Issuer and by the Mayor thereof, and shall be forecast over a period of not exceeding ten years from the date of the additional bonds proposed to be issued. Provided, however, the conditions provided by this paragraph and by the next preceding paragraph (c) may be waived or modified by the written consent of the holders of seventy-five per centum (75%) of the bonds then outstanding.

(3) The Issuer hereby covenants and agrees that in the event additional series of parity bonds are issued, it will provide that said parity bonds shall mature in such years that they and all other bonds payable from the revenues of the system shall mature according to a schedule which most closely approximates equal annual installments of combined principal and interest payments; it will adjust the required deposits into and the maximum amount to be maintained in the Sinking Fund, including the Reserve Account therein, on the same basis as hereinabove prescribed, to reflect the average annual debt service on the additional bonds; and it will make such additional bonds payable as to principal on January 1 of each year in which principal falls due and the coupons attached thereto payable on January 1 of each year. If in any subsequently issued series of bonds secured by a parity lien on the revenues of the system it is provided that excess revenues shall be used to redeem bonds in advance of scheduled maturity, or if the Issuer at its option undertakes to redeem outstanding bonds in advance of scheduled maturity, the Issuer covenants that calls of bonds will be applied to each series of bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of bonds outstanding at the time of such call) to the extent that this may be accomplished in accordance with the call provisions of the respective bond series, but the Issuer shall have the right to call any or all outstanding bonds which may be called at par prior to calling any bonds that are callable at a premium.

(K) Disposal of Facilities. The Issuer covenants and agrees that, so long as any of the bonds are outstanding, it will maintain its corporate identity and existence and will not sell or otherwise dispose of any of the system facilities or any part thereof, and, except as provided for above, it will not create or permit to be created any charge or lien on the revenues thereof ranking equal or prior to the charge or lien of these bonds. Notwithstanding the foregoing, the Issuer may at any time permanently abandon the use of, or sell

at fair market value, any of its system facilities, provided that:

(a) It is in compliance with all covenants and undertakings in connection with all of its bonds then outstanding and payable from the revenues of the system, and the debt service reserve for such bonds has been fully established;

(b) It will, in the event of sale, apply the proceeds to either (1) redemption of outstanding bonds in accordance with the provisions governing repayment of bonds in advance of maturity, or (2) replacement of the facility so disposed of by another facility the revenues of which shall be incorporated into the system as hereinbefore provided;

(c) It certified, prior to any abandonment of use, that the facility to be abandoned is no longer economically feasible of producing net revenues; and

(d) It certified that the estimated net revenues of the remaining system facilities for the next succeeding fiscal year, plus the estimated net revenues of the facility, if any, to be added to the system, satisfy the earnings test hereinbefore provided in this subsection governing issuance of additional parity bonds.

(L) Insurance on System. While any of the bonds shall remain outstanding, the Issuer shall carry at least the following insurance coverage:

(1) Fire and extended coverage insurance on the insurable portions of the system, in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty per centum (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any facility or facilities of the system, the Issuer shall deposit the insurance proceeds in the Reserve Account and promptly arrange for the application thereof to the repair or reconstruction of the damaged or destroyed portion thereof.

(2) Public liability insurance relating to the operation of the system, with limits of not less than \$100,000

for one person and \$300,000 for more than one person involved in one accident, to protect the Issuer from claims for bodily injury and/or death; and not less than \$10,000 from claims for damage to property of others which may arise from the Issuer's operation of the system.

(3) If the Issuer owns or operates a vehicle in the operation of the system, vehicular public liability insurance with limits of not less than \$100,000 for one person and \$300,000 for more than one person involved in one accident to protect the Issuer from claims for bodily injury and death, and not less than \$10,000 against claims for damage to property of others which may arise from the Issuer's operation of vehicles.

(4) All such insurance shall be carried for the benefit of the holders of the bonds. All moneys received for losses under any of such insurance, except public liability, are hereby pledged by the Issuer as security for the bonds herein authorized, until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed within ninety (90) days from the receipt of such proceeds.

(M) Maintenance of System. The Issuer will complete the construction of the project as provided for in this ordinance in an economical and efficient manner with all practicable dispatch, and thereafter will maintain the system in good condition and continuously operate the same in an efficient manner and at a reasonable cost.

(N) No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by its system, nor will any preferential rates be established for users of the same class; and if the Issuer shall avail itself of the facilities or services provided by the system, or any part thereof, then the same rates, fees or charges applicable to other customers receiving like service under similar circumstances shall be charged to the Issuer. Such charges shall be paid as they accrue, and the Issuer shall transfer from its

general funds sufficient sums to pay such charges. The revenues so received shall be deemed to be revenues derived from the operation of the system, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the system.

(O) Failure of User to Pay for Services. Upon failure of any user to pay for services rendered within sixty (60) days, the Issuer shall shut off the connection of such user and shall not furnish him or permit him to receive from the system further service until all obligations owed by him to the Issuer on account of services shall have been paid in full. This covenant shall not, however, prevent the Issuer from causing any system connection to be shut off sooner.

(P) Enforcement of Collections. The Issuer will diligently enforce and collect the rates, fees and other charges for the services and facilities of the system; and will take all steps, actions and proceedings for the enforcement and collection of such rates, charges and fees as shall become delinquent to the full extent permitted or authorized by law; and will maintain accurate records with respect thereof. All such fees, rates, charges and revenues herein pledged shall, as collected, be held in trust to be applied as provided in this ordinance and not otherwise.

(Q) Sufficiency of Rates. The Issuer covenants and agrees that it will fix, establish, revise from time to time whenever necessary and maintain always such fees, rates, rentals and other charges for the use of the product, services and facilities of the system which, together with the proceeds of the cigarette tax, will always produce cash revenues sufficient to pay, and out of such funds pay, as the same shall become due, the principal of and interest on the bonds, the necessary expenses of operating and maintaining the system and all reserve, Sinking Fund or other payments required by this ordinance, and that such rates, fees, rentals or other charges will not be reduced so as to be insufficient to provide funds for such purposes.

(R) Compliance with Laws and Regulations. The Issuer covenants and agrees to perform and comply with, in every respect, the Loan and Grant Agreements which it might have with the United States of America, acting by and through the Farmers Home Administration, U. S. Department of Agriculture (hereinafter called the "Government"), or with any other governmental agency and all applicable State Laws and regulations and to continually operate and maintain the system in good condition.

(S) Remedies. Any holder of the bonds or any coupons appertaining thereto issued under the provisions of this ordinance, or any trustee acting for the holders of such bonds and coupons, may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the Laws of the State of Florida, or granted and contained in this ordinance, and may enforce and compel the performance of all duties required by this ordinance or by any applicable State or Federal statutes to be performed by the Issuer or by any officer thereof.

Nothing herein, however, shall be construed to grant to any holder of such bonds or coupons any lien on any real property of the Issuer.

(T) Records and Audits. The Issuer shall keep books and records of the revenues of the system and of the proceeds of the cigarette tax, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any holder of a bond or bonds or the coupons applicable thereto issued pursuant to this ordinance shall have the right to, at all reasonable times, inspect all records, accounts and data of the Issuer relating thereto.

So long as any of the bonds shall be outstanding, the Issuer will furnish on or before ninety (90) days after the close of each fiscal year, to any bondholder who shall

request the same in writing, copies of an annual audit report prepared by an independent public accountant or an auditing official of the State of Florida, covering for the preceding fiscal year, in reasonable detail, the financial condition and record of operation of the system and any other facilities the revenues of which are pledged to the payment of the bonds.

(U) Connection with System. The Issuer will, to the full extent permitted by law, require all lands, buildings, residences and structures within its corporate limits which can use the facilities and services of the system to connect therewith and use the facilities and services thereof, and to cease the use of all other facilities. The Issuer will not grant a franchise for the operation of any competing water or sewer system until all bonds issued hereunder, together with interest thereon, shall have been paid in full.

(V) Fidelity Bond. The Issuer will require each employee who may have possession of money derived from the operation of the system to be covered by a fidelity bond written by a responsible indemnity company in an amount fully adequate to protect the Issuer from loss.

(W) Government Approval of Extensions and Financing. Anything herein to the contrary notwithstanding, if the Government is the purchaser of any of the bonds, the Issuer will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with making extensions or improvements other than normal maintenance of the system, or make any extensions or enlargements of the system, or permit others to do so, without obtaining the prior written consent of the Government, while the Government continues to hold any of the bonds.

(X) Reimbursement of Advances and Interest Thereon. While the Government shall be the holder of any of the bonds, the Government shall have the right to make advances for the payment of insurance premiums and/or other advances which, in the opinion of the Government, may be required to protect the Government's security interest. In the event of any such ad-

vances, the Issuer covenants and agrees to repay the same, together with interest thereon at the same rate per annum as specified in the bonds, upon demand made at any time after any such expenditure by the Government. Any such amounts due the Government shall take priority over any other payments from the Reserve Account.

(Y) Release of Cigarette Taxes. At such time as the Issuer may be able to obtain and file in the minutes of its governing body a certificate of an independent certified public accountant stating that for the immediately preceding fiscal year the net revenues derived from the operation of the system equaled at least one hundred forty percentum (140%) of the combined maximum principal and interest maturing in any one ensuing fiscal year on all outstanding obligations payable from the revenues of the system, then upon a declaration by resolution of said governing body the lien hereby impressed upon the cigarette tax as security for the payment of the bonds shall be permanently released, and thereafter the payment of the bonds shall be solely secured by a lien upon and pledge of the gross revenues to be derived from the operation of the system; provided, however, the cigarette taxes shall not be released unless all payments required by this ordinance to have been made to the several funds herein specified shall have been made in full, and the Reserve Account shall have on deposit therein at least the sum of Forty-Six Thousand Dollars (\$46,000.00).

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.01 Modification or Amendment. No material modification or amendment of this ordinance or of any ordinance amendatory hereof or supplemental hereto, may be made without the consent in writing of the holders of two-thirds or more in principal amount of the bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation,

or affect the unconditional promise of the Issuer to charge and collect such rates, fees and charges for the use of the services and facilities of the system, or reduce the number of such bonds the written consent of the holders of which are required by this Section for such modifications or amendments, without the consent of the holders of all such bonds.

4.02 Creation of Superior Liens. The Issuer covenants that it will not issue any other bonds, certificates or obligations of any kind or nature or create or cause or permit to be created any debt, lien, pledge, assignment or encumbrance or charge payable from or enjoying a lien upon the revenues of the system ranking prior and superior to the lien created by this ordinance for the benefit of the bonds herein authorized.

4.03 Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this ordinance should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this ordinance or of the bonds issued hereunder.

4.04 Validation Authorized. The Issuer's Attorney is hereby authorized and directed to institute appropriate proceedings in the Circuit Court of the Seventh Judicial Circuit of Florida, in and for Flagler County, Florida, for the validation of said bonds and the proper officers of the Issuer are hereby authorized to verify on behalf of the Issuer any pleadings in such proceedings.

4.05. Sale of Bonds. The bonds shall be sold at public sale in such manner as the Issuer shall hereafter by resolution provide. If the bonds shall be purchased by the Government, they will be delivered to the Government in lots as and according to the amounts of bond proceeds needed by the Issuer to cover expenditures for the cost of the project which will be necessary

within the thirty-day periods following the respective deliveries of such lots. The bonds will be dated (and interest will begin to run) as of the respective dates of delivery. In the event that only a portion of the bonds is purchased by the Government, all of the bonds purchased by private investors shall constitute or shall be among the initial lot delivered to purchasers, and the balance of the bonds shall be delivered to the Government in one or more lots as and according to the amounts of bond proceeds needed by the Issuer to cover expenditures for the cost of the project which will be necessary within the thirty-day periods following the respective deliveries of such lots.

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

4.07 Effective Date. This ordinance shall take effect immediately upon its passage.

ADOPTED ON FIRST READING THIS 7TH DAY OF DECEMBER, A. D. 1970.
SECOND READING THIS _____ DAY OF _____, A. D., 1970.

CITY COMMISSIONERS
CITY OF BUNNELL, FLORIDA

BY: Carly D. Holland
MAYOR

(SEAL:)

ATTEST:

Barbara C. McCabe
CITY CLERK

I DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORDINANCE PASSED BY THE BUNNELL CITY COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA, ON DECEMBER 7, 1970, AT A REGULAR MEETING OF THE CITY COMMISSION; AND FURTHER, THAT THE ORDINANCE WAS PASSED PENDING ADDITIONS, CORRECTIONS, OR DELETIONS OF PORTIONS BY THE REGIONAL ATTORNEYS.

Barbara C. McCabe
(MRS.) BARBARA C. MCCABE, CITY CLERK
CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA

RESOLUTION 2013-16A

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AMENDING AND RESTATING RESOLUTION NO. 2013-16; PROVIDING FOR THE ACQUISITION, CONSTRUCTION AND ERECTION OF IMPROVEMENTS TO THE CITY'S WATER UTILITY SYSTEM; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$3,362,000 WATER AND SEWER SYSTEM REVENUE BONDS TO FINANCE A PORTION OF THE COST THEREOF; PLEDGING A PARITY LIEN ON THE NET REVENUES OF THE WATER AND SEWER SYSTEM TO SECURE THE PAYMENT THEREOF; PROVIDING FOR THE ISSUANCE OF TEMPORARY BOND ANTICIPATION NOTES; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, as follows:

**ARTICLE I
GENERAL**

1.01. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of Florida; the Charter of the City of Bunnell, Florida; and Chapter 166, Part I and Part II, Florida Statutes; the ordinance enacted by the Issuer on December 7, 1970, as supplemented (the "Original Instrument"), and other applicable provisions of law.

1.02. Findings. It is hereby found and determined that:

(A) For the benefit of its inhabitants, the City of Bunnell, Florida (hereinafter sometimes called the "Issuer") finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the Issuer and its inhabitants to make improvements to the Project.

(B) The Issuer has been advised by its Consulting Engineers that the cost of constructing the Project in accordance with said plans and specifications is estimated at \$6,044,000 which will be

paid with the proceeds of the sale of the Series 2013 Bonds herein authorized, grants in the amount of \$1,478,000 from the United States Department of Agriculture, Rural Development, a grant in the amount of \$1,000,000 from the Florida Department of Environmental Protection State Revolving Fund, and a loan from the Florida Department of Environmental Protection State Revolving Fund in the amount of \$204,000 and shall be deemed to include all expenses necessary, appurtenant or incidental thereto, including the cost of any land or interest therein or of any fixtures or equipment, or property necessary or convenient therefor, the costs of labor and material to complete such construction, engineering and legal expenses, fiscal expenses, expenses for estimates of costs and revenues, expenses for plans, specifications and surveys, interest during construction, if any, administration expenses and all other necessary miscellaneous expenses.

(C) The Pledged Funds will be sufficient to pay the principal of and interest on the Series 2013 Bonds herein authorized, the Parity Obligations and Subordinate Debt. It is estimated that the period of usefulness of the Project will be at least forty (40) years.

(D) It is deemed necessary and desirable to pledge a lien on the Net Revenues of the Issuer's System to the payment of the principal of, a redemption premium, if any, and the interest on the Series 2013 Bonds herein authorized, which lien shall be equal and ratable to the lien thereon of the Parity Obligations.

(E) This Resolution is declared to be and shall constitute a contract between the Issuer and the holders of all the Series 2013 Bonds; and the covenants and agreements herein set forth to be performed by the Issuer are and shall be for the equal benefit, protection and security of the holders of any and all the Series 2013 Bonds issued under this Resolution, shall be of equal rank and without preference, priority or distinction of any of the Series 2013 Bonds over any other, except as hereinafter provided.

(F) The Issuer is not, under this Resolution, obligated to levy any taxes on any real or personal property to pay the principal of or interest on the Series 2013 Bonds hereinafter authorized, or to pay the cost of maintaining, repairing and operating the System. The Series 2013 Bonds issued pursuant to this Resolution shall not constitute a lien upon the System or any other property of the Issuer or situated within its corporate limits, except the Pledged Funds.

1.03. Definitions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Instrument. The following terms in this Resolution shall have the following meanings unless the text otherwise expressly requires:

- (A) "Annual Budget" shall have the same meaning as set forth in Section 3.05(A) hereof.
- (B) "Bond Registrar" shall mean the Clerk.
- (C) "Bonds" shall mean the Series 2013 Bonds issued pursuant to this Resolution, the Parity Bonds and any additional parity bonds issued pursuant to the Original Instrument.
- (D) "Clerk" shall mean the City Clerk of the Issuer.
- (E) "Construction Account" shall mean the Construction Account created pursuant to Section 3.03 hereof.
- (F) "Consulting Engineers" shall mean qualified and recognized consulting engineers, having a favorable reputation for skill and experience in the management and operation of facilities of comparable size and character as the System, at the time retained by the Issuer to perform the acts and carry out the duties as herein provided for said Consulting Engineers
- (G) "Federal Securities" shall mean direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, none of which are redeemable prior to maturity at the option of the obligor.

(H) "Fiscal Year" shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30.

(I) "Government" shall mean The United States of America, acting through the United States Department of Agriculture, Rural Utilities Service.

(J) "Gross Revenues" shall mean all moneys received from rates, fees (excluding Impact Fees), rentals or other charges or income received by the Issuer or accruing to it in the management and operation of the System, all calculated in accordance with accepted accounting methods employed in the operation of public water and sewer systems similar to the System.

(K) "Holder" or "holder of Bonds" or "owner" or "owner of Bonds" or any similar term shall mean any person who shall be the registered owner of any Series 2013 Bonds.

(L) "Impact Fees" shall mean the fees or charges imposed by the Issuer upon new customers of the System to finance all or a portion of the cost of additions, extensions or improvements to the System made necessary by the inclusion or expected inclusion of such new customers.

(M) "Issuer" shall mean the City of Bunnell, Florida.

(N) "Maximum Bond Service Requirement" shall mean the maximum amount of principal and interest coming due on the Bonds in any ensuing Fiscal Year.

(O) "Mayor" shall mean the Mayor of the Issuer.

(P) "Net Revenues" of the System shall mean the Gross Revenues less Operating Expenses.

(Q) "Operating Expenses" shall mean the current expenses, paid or accrued, for the operation, maintenance and repair of all facilities of the System, as calculated in accordance with accepted accounting methods, and shall include, without limiting the generality of the foregoing, insurance premiums, administrative expenses of the Issuer related solely to the System, labor, cost of materials and supplies used for such operation and charges for the accumulation of appropriate reserves for current expenses not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with such accepted accounting methods, but shall exclude

payments into the Sinking Fund or the Reserve Account therein, any allowances for depreciation or for renewals or replacements of capital assets of the System.

(R) "Original Instrument" shall mean the ordinance enacted by the Issuer on December 7, 1970, as amended and supplemented.

(S) "Parity Obligations" shall mean the Issuer's outstanding Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$936,400, the Issuer's outstanding Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$1,051,900, the Issuer's outstanding Water and Sewer Revenue Bonds, Series 1997 issued in the original principal amount of \$1,080,000, and any additional parity obligations issued pursuant to the Original Instrument.

(T) "Paying Agent" shall mean the Clerk.

(U) "Pledged Funds" shall mean the Net Revenues.

(V) "Preauthorized Debt" shall mean the payment of principal and interest electronically from the Issuer's bank account.

(W) "Project" shall mean acquisition, construction and erection of extensions, additions and improvements to the System consisting of upgrades and improvements to the Water Treatment Plant, including but not limited to the purchase of ionization equipment, in accordance with certain plans and specifications now on file with the Clerk.

(X) "Redemption Account" shall mean the "City of Bunnell Water and Sewer System Revenue Bonds, Redemption Account" referred to in Section 3.05(D) hereof.

(Y) "Reserve Account" shall mean the Account within the Sinking Fund referred to in Section 3.05 (C) hereof.

(Z) "Resolution" shall mean this Resolution.

(AA) "Sinking Fund" shall mean the "City of Bunnell Water and Sewer System Revenue Bonds, Series ____, Bond and Interest Sinking Fund" as referred to in Section 3.05(C) hereof. Such series to be designated as the year of issuance.

(BB) "Subordinate Debt" shall mean debt obligations secured by Pledged Funds on a junior and inferior basis to Bonds and Parity Obligations, including the following:

(1) State Revolving Fund Loan entered into pursuant to the State Revolving Fund Loan Agreement No. WW84306S between the Issuer and the Florida Department of Environmental Protection on July 1, 2005, as amended;

(2) State Revolving Fund Loan entered into pursuant to the State Revolving Fund Loan Agreement No. DW180540 between the Issuer and the Florida Department of Environmental Protection on November 19, 2012, as amended;

(2) Debt obligation to the Florida Department of Transportation pursuant to which the Issuer will make ten (10) annual payments in the amount of \$26,505 commencing October 15, 2020.

(CC) "System" shall mean the combined water and sewer utility system now owned, operated and maintained by the Issuer, together with any and all improvements, extensions and additions thereto hereafter constructed or acquired, including the Project; provided, however, that the term "System" shall not include the Plantation Bay Utility System contemplated by (i) that certain Plantation Bay Utility Interlocal Agreement entered into as of February 6, 2013, between the City of Bunnell and Flagler County, Florida, and (ii) the Drinking Water State Revolving Fund Construction Loan Agreement (Loan No. DW180520) entered into as of August 21, 2013 between the State of Florida Department of Environmental Protection, Flagler County, Florida and the City of Bunnell, Florida.

1.04. Construction of Project Authorized. The Issuer is hereby authorized to construct the Project, as defined in Section 1.03(W) above.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND
REGISTRATION OF REVENUE BONDS

2.01. Authorization of the Series 2013 Bonds. Subject and pursuant to the provisions of this Resolution, obligations of the Issuer to be known as "City of Bunnell, Florida, Water and Sewer System Revenue Bonds, Series 2013" (hereinafter sometimes referred to as the "Series 2013 Bonds") are hereby authorized to be issued in an aggregate principal amount not exceeding Three Million

Three Hundred Sixty-Two Thousand Dollars (\$3,362,000) for the purpose of providing funds to pay a part of the cost of the Project provided for in Section 1.02(A) hereof.

2.02. Description of Series 2013 Bonds. The Series 2013 Bonds issued hereunder shall be fully registered Series 2013 Bonds; dated as of the date of their delivery; shall bear interest at a rate or rates to be fixed by resolution or ordinance of the City Commission hereafter adopted, not exceeding the maximum rate permitted by law, with interest payable one year from the date of issuance of the Series 2013 Bonds, and annually thereafter on each anniversary after the date of issuance, all as provided in the Series 2013 Bonds; and at the request of the purchasers thereof may be issued as a single fully registered Series 2013 Bond payable in installments in the amounts and on such dates as provided in the Series 2013 Bond or determined by subsequent resolution or ordinance of the Issuer, or as a series of fully registered Series 2013 Bonds numbered consecutively from R-1 upward in order of maturity, in the denomination of \$1,000 each, or multiples or fractions thereof, and maturing on such dates and in the amounts and years, not exceeding forty (40) years from the date thereof, and subject to redemption, all as provided in the Series 2013 Bond or determined by subsequent resolution or ordinance of the Issuer. Series 2013 Bonds issued pursuant to this Resolution shall bear a Series designation of their year of issuance.

2.03. Method of Payment. Both the principal of and interest on the Series 2013 Bonds shall be payable in lawful money of the United States of America, except that payment of interest on the Series 2013 Bonds on any interest payment date will be made to the person appearing as the registered owner thereof on the registration books of the Issuer maintained by the Registrar on the 15th day of the month preceding such date, such interest to be paid by check or draft mailed to the registered owner at his address as it appears on such registration books; provided, however, that Series 2013 Bonds held by the Government, the interest on which shall be paid on an interest payment date through Preauthorized Debit which will allow for payment to be made electronically. The payment will be debited from the Issuer's bank account the day payment is due. Such payment may be made by other means or at such places as the Government shall from time to time in writing designate to the Issuer. The principal of the Series 2013 Bond is payable upon the presentation and surrender thereof at the principal office of the Paying Agent.

Series 2013 Bonds or principal installments thereof held by the United States of America may be redeemed on any interest due date without the payment of a premium. The Issuer shall have the right to call Series 2013 Bonds or principal installments thereof redeemable at no premium prior to calling Series 2013 Bonds or principal installments thereof redeemable at a premium. At least thirty (30) days prior to the redemption date written notice of any redemption shall be filed with the Paying Agent and mailed, postage prepaid, to all registered owners at their respective addresses as they appear upon the registration books of the Issuer. Provided, however, that failure to mail such notice to one or more owners of the Series 2013 Bonds shall not affect the validity of the proceedings for such redemption with respect to owners of Series 2013 Bonds, to which notice was duly mailed hereunder.

2.04. Execution of Series 2013 Bonds. The Series 2013 Bonds shall be executed in the name of the Issuer by its Mayor by his or her manual or facsimile signature, and the corporate seal of the Issuer shall be impressed thereon, attested by its Clerk by his or her manual or facsimile signature; provided, however, one of said signatures shall be manually subscribed. In case any one or more of the officers who shall have signed or sealed any of the Series 2013 Bonds shall cease to be such officer of the Issuer before the Series 2013 Bonds so signed and sealed have been actually sold and delivered, such Series 2013 Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Series 2013 Bonds had not ceased to hold such office. The validation certificate, if any, endorsed on the Series 2013 Bonds shall be executed by the Mayor by his or her manual or facsimile signature. Any Series 2013 Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Series 2013 Bonds shall hold the proper office of the Issuer, although at the date of such Series 2013 Bonds such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of adoption of this Resolution notwithstanding that either or both shall have ceased to hold such office at the time the Series 2013 Bonds shall be actually sold and delivered.

2.05. Negotiability and Registration. The Series 2013 Bonds shall be and shall have all of the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment
Resolution 2013-16A
City of Bunnell

Securities Law of the State of Florida; and each successive holder, in accepting any of said obligations, shall be conclusively deemed to have agreed that such Series 2013 Bonds shall be and have all of the qualities and incidents of negotiable instruments.

The Series 2013 Bonds shall be registered, as to both principal and interest upon the books kept for the registration and transfer of Series 2013 Bonds by the Bond Registrar. No transfer of the Series 2013 Bonds shall be valid unless made at the office of the Bond Registrar by the registered owner or by his duly authorized agent or representative and shall be similarly noted on the Series 2013 Bonds. The Bond Registrar shall not be required to make any such transfer of Series 2013 Bonds during fifteen (15) days next preceding an interest payment date on the Series 2013 Bonds, or in the case of any proposed redemption of Series 2013 Bonds, after such Series 2013 Bonds have been selected for redemption. The person in whose name any Series 2013 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any Series 2013 Bond and the interest on any Series 2013 Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2013 Bond including the interest thereon to the extent of the sum or sums so paid.

The single fully registered bond, if issued, may be exchanged by the owner thereof at any time, not more than ninety (90) days after surrender of such Series 2013 Bond to the Bond Registrar, for an equal aggregate principal amount of a series of Series 2013 Bonds in the denomination of \$1,000 or multiples or fractions thereof, maturing in the years and amounts corresponding to the years and amounts of the unpaid installments of principal of the single fully registered Series 2013 Bond, and in the form prescribed for a series of fully registered Series 2013 Bonds in Section 2.07 of this Resolution; and if all of the series of fully registered Series 2013 Bonds outstanding shall be owned and held by a single holder, such Series 2013 Bonds may, in like manner, be exchanged at the expense of such holder, at any time, not more than ninety (90) days after surrender of such Series 2013 Bonds to the Bond Registrar, for a single fully registered Series 2013 Bond in principal amount equal to the aggregate principal amount of such series of fully registered Series 2013 Bonds surrendered, maturing in installments in years and amounts corresponding to the years and amounts

of the maturities of such series of fully registered Series 2013 Bonds so surrendered and in the form prescribed for the single fully registered Series 2013 Bond in Section 2.07 of this Resolution.

2.06. Series 2013 Bonds Mutilated, Destroyed, Stolen or Lost. In case any Series 2013 Bond shall be mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver a new Series 2013 Bond of like tenor as the Series 2013 Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Series 2013 Bond or in lieu of and substitution for the Series 2013 Bond destroyed, stolen or lost, upon the holder furnishing to the Issuer proof of his ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur. All Series 2013 Bonds so surrendered shall be canceled by the Clerk of the Issuer. If any such Series 2013 Bonds shall have matured or be about to mature, instead of issuing a substitute Series 2013 Bond the Issuer may pay the same, upon being indemnified as aforesaid, and if such Series 2013 Bond be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Series 2013 Bonds issued pursuant to this section shall constitute original additional, contractual obligations on the part of the Issuer, whether or not the lost, stolen or destroyed Series 2013 Bonds be at any time found by anyone, and such duplicate Series 2013 Bonds shall be entitled to equal and proportionate benefits and rights as to a lien on and source and security for payment from the funds, as hereinafter pledged, to the same extent as all other Series 2013 Bonds issued hereunder.

2.07. Form of Series 2013 Bonds. The text of the Series 2013 Bonds shall be in substantially the following form, with only such omissions, insertions and variations as may be necessary and desirable and approved by the Mayor prior to the issuance thereof (which approval may be presumed by his execution of the Series 2013 Bonds and the Issuer's delivery of the Series 2013 Bonds to the purchasers thereof):

[FORM OF SERIAL BOND]

No. ___

§

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF FLAGLER
CITY OF BUNNELL
WATER AND SEWER SYSTEM
REVENUE BONDS, SERIES ____

KNOW ALL MEN BY THESE PRESENTS, that the City of Bunnell, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (hereinafter sometimes referred to as the "Issuer"), for value received, hereby promises to pay to _____, or registered assigns, the ____ day of _____, __, from the special funds hereinafter mentioned at _____, the principal sum of _____ DOLLARS and to pay interest thereon, from the date of the delivery of this Bond to the purchaser thereof solely from said special funds, at the rate of ____ percent (____%) per annum, payable on _____, _____ and annually thereafter on the ____ day of _____ of each year. Principal shall be payable on _____, _____ and on each _____ thereafter. Both principal and interest of this Bond shall be payable in lawful money of the United States of America. Payment of interest on this Bond on any interest payment date will be made to the person appearing as the registered owner hereof, on the Bond registration books of the Issuer maintained by the Bond Registrar on the ____ day of the month preceding such date, such interest to be paid by check or draft mailed to the registered owner at his address as it appears on such registration books.

This Bond is one of an authorized issue of Bonds in an aggregate principal amount not exceeding \$3,362,000 of like date, tenor and effect, except as to number, denomination, and date of maturity, issued to finance a part of the cost of the acquisition, construction and erection of extensions and improvements (the "Project") to the water and sewer utility system of the Issuer (the "System"), under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part I and Part II, Florida Statutes, Resolution No. ___ - ___ adopted by the Issuer on _____, _____ and a resolution duly adopted by the Issuer on _____, _____, as supplemented and amended (herein referred to as the "Resolution"), and is subject to all the terms and conditions of such Resolution. All capitalized, undefined terms used herein shall have the meanings set forth in the Resolution. This Bond and the interest hereon are payable solely from and secured by a lien on the Net Revenues of the System of the Issuer (the "Pledged Funds"). The lien on the Pledged Funds shall be equal and ratable to the lien of the Parity Obligations.

It is expressly agreed by the owner of this Bond that the full faith and credit of the Issuer is not pledged to the payment of the principal of and interest on this Bond and that such owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer to the payment of such principal or interest or the cost of maintaining, repairing and operating the System. The owner of this Bond shall have no lien upon or claim to any revenues except for the Pledged Funds, all in the manner set forth in the Resolution. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any part thereof, or upon any other property of the Issuer or situated within its corporate limits, but shall constitute a lien only on the Pledged Funds, all in the manner provided in the Resolution.

In and by the Resolution, the Issuer has covenanted and agreed with the owners of the Bonds of this issue that it will fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the product, services and facilities of the System which will always produce cash revenues which will be sufficient to pay, and out of such funds pay the necessary expenses of operating and maintaining the System, and which together with the legally available Pledged Funds will be sufficient to pay, and out of such funds pay as the same shall become due, the principal of and interest on the Bonds and all reserve, sinking fund or other payments required by the Resolution and the resolution authorizing the issuance of the Parity

Obligations, and that such rates, rentals, fees or other charges will not be reduced so as to be insufficient to provide funds for such purposes.

[insert provisions for redemption]

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of this Bond, and of the issue of Bonds of which this Bond is one, does not violate any constitutional, statutory or charter limitations or provisions.

This Bond is and has all the qualities and incidents of negotiable instruments under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

This Bond is transferable by the owner hereof in person or by his attorney or legal representative at the office of the Bond Registrar in the manner and subject to the conditions provided in the Resolution.

IN WITNESS WHEREOF, the City of Bunnell, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its Clerk, all as of _____, _____.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: Catherine D. Robinson

Catherine D. Robinson, Mayor

ATTESTED AND COUNTERSIGNED:


Sandra Bolser

Sandra Bolser, City Clerk

*Resolution 2013-16A
City of Bunnell*

FORM OF VALIDATION CERTIFICATE

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court for Flagler County, Florida, rendered on _____, _____.



Catherine D. Robinson, Mayor

ASSIGNMENT

For valuable consideration, the _____ acting through the _____, does hereby assign, transfer and deliver to _____ all of its right, title and interest in and to this Bond and all rights belonging or appertaining to the assignor under and by virtue of this Bond.

By: _____

Title: _____

Witnesses:

**[FORM OF SINGLE FULLY-REGISTERED BOND
IF GOVERNMENT IS PURCHASER]**

No. R-1

**UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF FLAGLER
CITY OF BUNNELL
WATER AND SEWER SYSTEM
REVENUE BONDS, SERIES ____**

KNOW ALL MEN BY THESE PRESENTS, that the City of Bunnell, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay to the United States of America acting through the United States Department of Agriculture, Rural Utilities Service (the "Government"), from the special funds hereinafter mentioned, the principal sum of _____ DOLLARS (\$ _____) on the ____ day of _____ in the years and installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
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and to pay, solely from such special funds, interest on the principal sum from time to time remaining unpaid, from the date of the delivery of this Bond to the purchaser hereof, at the rate of ____ percent (____%) per annum, payable on payable on _____, ____ and annually thereafter on the ____ day of _____ of each year. Principal shall be payable on _____, ____ and on each _____ thereafter. Both principal of and interest on this Bond are payable to the Government through Preauthorized Debit, or such other means as the Government shall from time to time in writing designate to the Issuer. Payments of principal and interest, including prepayments of installments of principal as hereinafter provided, shall be noted by the owner hereof on the Payment Record made a part of this Bond, and written notice of the making of such notation shall be promptly

*Resolution 2013-16A
City of Bunnell*

sent to the Issuer. Upon final payment of principal and interest, this Bond shall be surrendered to the Issuer.

This Bond represents an authorized issue of Bonds in the aggregate principal amount of not exceeding \$3,362,000 issued to finance a part of the cost of the acquisition, construction and erection of extensions and improvements (the "Project") to the water and sewer utility system of the Issuer (the "System"), under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part I and Part II, Florida Statutes, Resolution No. _____ adopted by the Issuer on _____, _____ and a resolution duly adopted by the Issuer on _____, _____ (collectively, the "Resolution"), and is subject to all the terms and conditions of the Resolution. All capitalized, undefined terms used herein shall have the meanings set forth in the Resolution. This Bond and the interest hereon are payable solely from and secured by a lien on and pledge of the Net Revenues to be derived from the operation of the System of the Issuer (the "Pledged Funds"). The lien on the Pledged Funds shall be equal and ratable to the lien of the Parity Obligations.

It is expressly agreed by the owner of this Bond that the full faith and credit of the Issuer are not pledged to the payment of the principal of and interest on this Bond and that such owner shall never have the right to require or compel the exercise of any ad valorem taxing power of the Issuer to the payment of such principal and interest or the cost of maintaining, repairing and operating the System. The owner of this Bond shall have no lien upon or claim to any revenues except for the Pledged Funds, all in the manner set forth in the Resolution. This Bond and the obligation evidenced hereby shall not constitute a lien upon the System or any part thereof, or upon any other property of the Issuer or situated within its corporate limits, but shall constitute a lien only on the Pledged Funds, all in the manner provided in the Resolution.

In and by the Resolution, the Issuer has covenanted and agreed with the owners of the Bonds of this issue that it will fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the product, services and facilities of the System which will always produce cash revenues which will be sufficient to pay, and out of such funds pay the necessary expenses of operating and maintaining the System and which together with the legally available Pledged Funds will be sufficient to pay, and out of such funds pay

as the same shall become due, the principal of and interest on the Bonds and all reserve, sinking fund or other payments required by the Resolution and the resolution authorizing the Parity Obligations, and that such rates, rentals, fees or other charges will not be reduced so as to be insufficient to provide funds for such purposes.

As provided in the Resolution, this Bond is exchangeable at the expense of the owner hereof at any time, not more than ninety days after surrender of this Bond to the Clerk, as Bond Registrar, for an equal aggregate principal amount of serial Bonds, registered as to both principal and interest, in the denomination of \$1,000 each, or multiples or fractions thereof, and maturing in the amounts and on _____, _____ of the years corresponding to the years and amounts of the unpaid installments of principal of this Bond, and in the form of such serial Bonds as provided for in the Resolution.

[Insert Applicable Redemption Provisions]

It is hereby certified and recited that all acts, conditions, and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto; and that the issuance of this Bond does not violate any constitutional or statutory limitations or provisions.

This Bond is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities Law of the State of Florida.

This Bond is transferable by the registered owner hereof in person or by his attorney or legal representative at the office of the Bond Registrar in the manner and subject to the conditions provided in the Resolution.

IN WITNESS WHEREOF, the City of Bunnell, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its Clerk, all as of _____, 2013.

CITY OF BUNNELL, FLORIDA

(SEAL)

*Resolution 2013-16A
City of Bunnell*

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

ATTESTED AND COUNTERSIGNED:

Sandra Bolser
Sandra Bolser, City Clerk

VALIDATION CERTIFICATE

This Bond is one of a series of bonds which were validated by judgment of the Circuit Court for Flagler County, Florida, rendered on _____, 2013

Catherine D. Robinson
Catherine D. Robinson, Mayor

ASSIGNMENT

For valuable consideration, the UNITED STATES OF AMERICA does hereby assign, transfer and deliver to _____ all of its right, title and interest in and to this Bond and all rights belonging or appertaining to the assignor under and by virtue of this Bond.

UNITED STATES OF AMERICA

By: _____

Title: _____

Witnesses:

[END OF FORM OF FULLY REGISTERED SINGLE BOND]

ARTICLE III

COVENANTS, SPECIAL FUNDS AND APPLICATION THEREOF

3.01. Series 2013 Bonds Not to be Indebtedness of Issuer. The Series 2013 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of the Constitution of Florida, but shall be payable solely from and secured by a lien on the Pledged Funds, which lien shall be equal and ratable to the lien thereon of the Parity Obligations. No holder of any Series 2013 Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power, to pay such Series 2013 Bond, the cost of operating and maintaining the System, or be entitled to payment of such Series 2013 Bond from any funds of the Issuer except from the Pledged Funds in the manner provided herein.

3.02. Series 2013 Bonds Secured by Pledge of Pledged Funds. The payment of the debt service of all of the Series 2013 Bonds issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien on the Pledged Funds derived from the operation of the System of the Issuer. Such lien shall be equal and ratable to the lien of the Parity Obligations. The Issuer does hereby irrevocably pledge such funds to the payment of the principal of and interest on the Series 2013 Bonds issued pursuant to this Resolution, and to the payment therefrom into the Sinking Fund at the times provided of the sums required to secure to the holders of the Series 2013 Bonds issued hereunder the payment of the principal of and interest thereon at the respective maturities of the Series 2013 Bonds so held by them.

The Pledged Funds shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

3.03. Application of Series 2013 Bond Proceeds. The Issuer hereby covenants that it will establish with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation and which is eligible under the laws of the State of Florida to receive municipal funds, a separate account or accounts (herein collectively called the "Construction Account") into which shall be deposited the proceeds from the sale of the Series 2013 Bonds herein

authorized (except such portion thereof as shall be necessary to pay interest on the Series 2013 Bonds during the construction of the Project, which shall be deposited to the Sinking Fund and the payment of the interim financing, if any, authorized pursuant to Section 4.04 herein) required to assure payment in full of the cost of the Project. Withdrawals from the Construction Account shall be made only for such purposes as shall have been previously specified in the Project cost estimates and as shall be approved by the Consulting Engineers for the Project.

The Issuer's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties, and all proceeds of insurance compensating for damages to the Project during the period of construction, shall be deposited in the Construction Account to assure completion of the Project.

Moneys in the Construction Account shall be secured by the depository bank in accordance with U.S. Treasury Department Circular 176 and in the manner prescribed by the Laws of the State of Florida relating to the securing of public funds. When the moneys on deposit in the Construction Account exceed the estimated disbursements on the account of the Project for the next 90 days, the Issuer may direct the depository bank to invest such excess funds in direct obligations of or obligations the principal of and interest on which are guaranteed by the United States of America, which shall be subject to redemption at any time at face value by the holder thereof. The earnings from any such investment shall be deposited in the Construction Account.

When the construction of the Project has been completed and all construction costs have been paid in full, all funds remaining in the Construction Account, except grant funds, shall be deposited in the Sinking Fund hereinafter established, and the Construction Account shall be closed.

All moneys deposited in said Construction Account shall be and constitute a trust fund created for the purposes stated, and there is hereby created a lien upon such fund in favor of the holders of the Series 2013 Bonds until the moneys thereof shall have been applied in accordance with this Resolution.

3.04. Application of Provisions of Original Instrument. The Series 2013 Bonds, herein authorized, shall for all purposes (except as herein expressly provided) be considered to be additional parity obligations issued under the authority of the Original Instrument, and shall be entitled to all

protection and security, provided therein for the Parity Obligations and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations.

The principal of and interest on the Series 2013 Bonds herein authorized shall be payable from the Sinking Fund established by the Original Instrument on parity with the Parity Obligations and payments shall be made into the Sinking Fund by the Issuer on amounts fully sufficient to pay principal and interest on the Parity Obligations and the Series 2013 Bonds herein authorized as such principal and interest becomes due. The Reserve Account established by the Original Instrument shall be applicable prorata to the Series 2013 Bonds in the same manner as applicable to the Parity Obligations.

3.05. Covenants of the Issuer. So long as any of the principal of or interest on any of the Series 2013 Bonds shall be outstanding and unpaid, or until there shall have been set apart in the Sinking Fund established by the Original Instrument, including the Reserve Account therein, a sum sufficient to pay, when due, the entire principal of the Series 2013 Bonds remaining unpaid, together with interest accrued and to accrue thereon, the Issuer covenants with the holders of any and all of the Series 2013 Bonds issued pursuant to this Resolution, as follows:

(A) Annual Budget of Operating Expenses. The Issuer covenants and agrees that on or before the date of completion of construction of the Project, or the date of delivery of the Series 2013 Bonds to the purchasers thereof if the System shall then be revenue producing, it will adopt a budget of Operating Expenses for the System for the remainder of the then current Fiscal Year and thereafter, on or before the first day of each Fiscal Year (the "Annual Budget") during which any of the Series 2013 Bonds are outstanding, it will adopt an Annual Budget of Operating Expenses for the ensuing Fiscal Year, and will mail a copy of such budget or amendments thereto to any requesting holder of a Series 2013 Bond. The Issuer covenants that the Operating Expenses incurred in any year will not exceed the reasonable and necessary amounts required therefor, and that it will not expend any amount or incur any obligations for operations, maintenance and repair in excess of the amount provided for Operating Expenses in the Annual Budget, except upon resolution or ordinance by its City Commission that such expenses are necessary to operate and maintain the System.

(B) Revenue Fund. Pursuant to the Original Instrument, the Issuer has established and hereby covenants and agrees to maintain so long as any of the Series 2013 Bonds or Parity

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City of Bunnell

Obligations are outstanding, a special fund known as the "Bunnell Water and Sewer System Revenue Fund," hereinafter called the "Revenue Fund." Into such Revenue Fund the Issuer shall deposit promptly as received all Net Revenues derived from the operation of the System. The Revenue Fund shall be held by the Issuer separate and apart from all other funds and shall be expended and used only in the manner and order specified in the Original Instrument and paragraphs (C) and (D) of this Section.

The Issuer further covenants and agrees that the Issuer shall deposit into the Revenue Fund, promptly as received, all cash income received from the ownership and operation of the System.

(C) Bond and Interest Sinking Fund. The Issuer has established and hereby covenants and agrees to maintain with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation, and which is eligible under the laws of the State of Florida to receive municipal funds, and shall maintain so long as any of the Series 2013 Bonds are outstanding, a special fund or funds, collectively called the "Bunnell Water and Sewer System Revenue Bonds, Series 2013, Bond and Interest Sinking Fund," hereinafter called the "Sinking Fund," to be used exclusively for the purposes hereinafter mentioned. The Issuer shall transfer, on a pro-rata basis for the Series 2013 Bonds and the Parity Obligations, on or before the 15th day of each month from the Revenue Fund and deposit to the credit of the Sinking Fund the following amounts in the following order:

(1) Beginning on the 15th day of the month following delivery of the Series 2013 Bonds, an equal pro rata sum sufficient to pay interest on the Series 2013 Bonds and the Parity Obligations on the next ensuing interest payment date when taking into consideration the months remaining until such interest payment date, and the funds on deposit in the Sinking Fund for interest, if any. Thereafter, a sum equal to 1/12th of the amount of one year's interest on all the Series 2013 Bonds and Parity Obligations then outstanding, together with the amount of any deficiency in prior deposits for interest; and

(2) Beginning on the 15th day of the month following delivery of the Series 2013 Bonds, an equal pro rata sum sufficient to pay principal due on the next ensuing principal payment date when taking into consideration the months remaining until such principal payment date, and the funds on deposit in the Sinking Fund for principal, if any. Thereafter, a sum equal to 1/12th of the

principal of the Series 2013 Bonds and the Parity Obligations maturing on the next succeeding anniversary date, together with the amount of any deficiency in prior deposits for principal.

(3) After fulfillment of the requirements of paragraphs (C)(1) and (2), the Issuer shall transfer on or before the 15th day of each month from the Revenue Fund and deposit to the credit of a special account in the Sinking Fund created pursuant to this Resolution called the "Reserve Account," the sum of one-twelfth of one-tenth of the Maximum Bond Service Requirement until such time as the funds and investments therein shall equal the Maximum Bond Service Requirement, and monthly thereafter such amount as may be necessary to maintain in the Reserve Account the Maximum Bond Service Requirement, but not exceeding one-twelfth of one-tenth of the Maximum Bond Service Requirement monthly. Moneys in the Reserve Account shall be used only for (1) paying the principal of and interest on the Series 2013 Bonds in the event that the moneys in the Sinking Fund shall ever be insufficient to meet such payments, (2) paying the cost of repairing or replacing any damage to the System which shall be caused by an unforeseen catastrophe, and (3) repaying governmental advances as provided in Section 3.05(T) of this Resolution.

(D) Transfer of Excess Funds. Subject to the provisions for the disposition of revenues in paragraph (C), the Issuer shall either (i) transfer on a prorata basis, on or before the 15th day of each month the balance of moneys remaining in the Revenue Fund to the Reserve Account until the funds and investments in the Reserve Account equal the Maximum Bond Service Requirement, (ii) transfer on a pro rata basis, on or before the 15th day of each month the balance of excess funds in the Revenue Fund to a special account which account is hereby created and established, to be known as the "City of Bunnell Water and Sewer System Revenue Bonds, Series 2013, Redemption Account", hereinafter referred to as the "Redemption Account" for prompt use in redeeming Series 2013 Bonds in inverse numerical and maturity order or acquiring Outstanding Bonds for retirement at not to exceed the price of par and accrued interest, subject to such minimum aggregate principal amount of Series 2013 Bonds that may be redeemed as may be specified by subsequent resolution or ordinance of the Issuer or (iii) use such excess funds for any lawful purpose.

(E) Trust Funds. The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of

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City of Bunnell

funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of the Reserve Account shall be invested by the depository bank, upon request by the Issuer, in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America and which shall be subject to redemption at face value at any time by the holder thereof at the option of such holder; and the moneys on deposit to the credit of the Sinking Fund, Revenue Fund, and moneys in the Redemption Account may be so invested in such obligations which shall mature not later than fifteen (15) days prior to the date on which such moneys shall be needed to pay the principal of and interest on the Series 2013 Bonds in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said account.

(F) Rates and Charges. The Issuer covenants and agrees to maintain and collect, so long as any of the Series 2013 Bonds are outstanding, such schedule of rates and charges for the services and facilities of the System which will produce revenues which will be sufficient to pay the Operating Expenses of the System and will be sufficient to provide for the payment of the Parity Obligations and the principal and interest, reserve fund and all other funds and all other payments on all requirements for the Series 2013 Bonds herein authorized; and the Issuer covenants and agrees that so long as any of the Series 2013 Bonds are outstanding and unpaid, at the same time and in like manner that the Issuer prepares its Annual Budget, the Issuer shall annually prepare an estimate of the Gross Revenues to be received during the ensuing Fiscal Year, and to the extent that said Gross Revenues are insufficient to pay debt service requirements on the Series 2013 Bonds during such ensuing year, build up and maintain the required reserve enumerated in paragraph (C) and pay Operating Expenses, the Issuer shall from time to time revise the fees and rates charged for the use of the services and facilities of the System. Such rates, rentals, fees and charges will never be reduced so as to be insufficient to provide funds for such purposes.

(G) Issuance of Other Obligations.

(1) The Issuer covenants and agrees that in the event the cost of construction or completion of the Project shall exceed the dollar amount of Series 2013 Bonds herein authorized, it

shall deposit into the Construction Account the amount of such excess out of funds available to it for such purpose, and the Issuer may provide such excess, and only such excess, through the issuance of parity bonds conforming to the requirements of paragraph (3) of this subsection; but except to complete the Project, it will not issue any other obligations payable from or secured by the Pledged Funds or any other security pledged to secure payment of the Series 2013 Bonds herein authorized, unless the conditions hereinafter set forth shall be met, or unless the lien of such obligations is junior and subordinate in all respects to the lien of the Series 2013 Bonds.

(2) The Issuer shall have the right to add new water and sewer facilities and related auxiliary facilities, by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from the Net Revenues and any other security pledged to the Series 2013 Bonds, provided in each instance that:

(a) The facility or facilities to be built from the proceeds of the additional parity bonds is or are made a part of the System or its or their revenues are pledged as additional security for the additional parity bonds and the outstanding Bonds.

(b) The Issuer is in compliance with all covenants and undertakings in connection with all of its Bonds then outstanding and payable from the Net Revenues or any part thereof and has not been in default as to any payments required to be made under this Resolution for a period of at least the next preceding 24 months, or if at such time the shall have not been outstanding for 24 months then for the period that the Bonds have been outstanding.

(c) The annual Net Revenues for the Fiscal Year next preceding the issuance of additional parity bonds are certified by an independent public accountant employed by the Issuer, to have been equal to at least one and twenty hundredths (1.20) times the average annual requirements for principal and interest on all the Bonds then outstanding and payable from such Net Revenues.

(d) The estimated average annual Net Revenues of the facility or facilities to be constructed and acquired with the proceeds of such additional bonds (and any other funds pledged as security), when added to the estimated future average annual Net Revenues of the then existing System shall be at least one and twenty hundredths (1.20) times the average annual debt service requirements for principal and interest on all outstanding Bonds payable

from the Pledged Funds and on the additional Bonds proposed to be issued. Estimates of future revenues and operating expenses shall be furnished by recognized independent consulting engineers and approved by the City Commission of the Issuer and by the Mayor thereof, and shall be forecast over a period of not less than ten years from the date of the additional bonds proposed to be issued. Provided, however, the conditions provided by this paragraph and by the next preceding paragraph (c) may be waived or modified by the written consent of the holders of seventy-five percent (75%) of the Bonds then outstanding.

(3) The Issuer hereby covenants and agrees that in the event additional series of parity bonds are issued, it will provide that said parity bonds shall mature according to a schedule which most closely approximates equal annual installments of combined principal and interest payments for such parity bonds and all other bonds payable from the Pledged Funds; and it will adjust the required deposits into and the maximum amount to be maintained in the Sinking Fund, including the Reserve Account therein, on the same basis as hereinabove prescribed, to reflect the average annual debt service on the additional bonds; and it will make such additional bonds payable as to principal each year in which principal falls due on dates which correspond with the principal payment dates of the Series 2013 Bonds. If in any subsequently issued series of bonds secured by a parity lien on the Pledged Funds it is provided that excess revenues shall be used to redeem bonds in advance of scheduled maturity, or if the Issuer at its option undertakes to redeem outstanding Bonds in advance of scheduled maturity, the Issuer covenants that calls of Bonds will be applied to each series of Bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of Bonds outstanding at the time of such call) to the extent that this may be accomplished in accordance with the call provisions of the respective bond series, but the Issuer shall have the right to call any or all outstanding Bonds which may be called at par prior to calling any Bonds that are callable at a premium.

(H) Disposal of the System. The Issuer covenants and agrees that, so long as any of the Series 2013 Bonds are outstanding, it will maintain its corporate identity and existence and will not sell or otherwise dispose of any of the System or any part thereof, and, except as provided for above, it will not create or permit to be created any charge or lien on the revenues thereof ranking equal to or prior to the charge or lien of the Series 2013 Bonds. Notwithstanding the foregoing, the Issuer

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City of Bunnell

may at any time permanently abandon the use of, or sell at fair market value, any of its System, provided that:

(1) It is in compliance with all covenants and undertakings in connection with all of its Bonds then outstanding and payable from the Pledged Funds, and the debt service reserve for such bonds has been fully established;

(2) It will, in the event of sale, apply the proceeds to either (a) redemption of outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of maturity, or (b) replacement of the facility so disposed of by another facility the revenues of which shall be incorporated into the System as hereinbefore provided;

(3) It has certified, prior to any abandonment of use, that the facility to be abandoned is no longer economically feasible or producing Net Revenues; and

(4) It has certified that the estimated Net Revenues of the remaining System for the next succeeding Fiscal Year, plus the estimated Net Revenues of the facility, if any, to be added to the System, satisfy the earnings test hereinbefore provided in this subsection governing issuance of additional parity bonds.

(I) Insurance on the System. While any of the Series 2013 Bonds shall remain outstanding, the Issuer shall carry at least the following insurance coverage:

(1) Property insurance, fire and extended coverage insurance, and flood insurance on the insurable portions of the System in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any facility or facilities of the System, the Issuer shall deposit the insurance proceeds in the Reserve Account and promptly arrange for the application thereof to the repair or reconstruction of the damaged or destroyed portion thereof.

(2) Public liability insurance relating to the operation of the System, to the extent of any statutory waiver of sovereign immunity applicable to the Issuer from claims for bodily injury, death or either of such occurrences; and not less than \$10,000 against claims for damage to property of others which may arise from the Issuer's operation of the System.

(3) If the Issuer owns or operates a vehicle in the operation of the System, vehicular public liability insurance to the extent of any statutory waiver of sovereign immunity applicable to the Issuer to protect the Issuer from claims for bodily injury and death, and not less than \$10,000 against claims for damage to property of others which may arise from the Issuer's operation of vehicles.

(4) All such insurance shall be carried for the benefit of the holders of the Series 2013 Bonds. All moneys received for losses under any of such insurance, except public liability are hereby pledged by the Issuer as security for the Series 2013 Bonds herein authorized, until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed within ninety (90) days from the receipt of such proceeds.

(5) Workmen's Compensation will be maintained as required by State law.

(J) Maintenance of the System. The Issuer will complete the construction of the Project as provided for in this Resolution in an economical and efficient manner with all practicable dispatch, and thereafter will maintain the System in good condition and continuously operate the same in an efficient manner and at a reasonable cost.

(K) No Free Services. The Issuer will not render or cause to be rendered any free services of any nature by its System, nor will any preferential rates be established for users of the same class; and if the Issuer shall avail itself of the facilities or services provided by the System, or any part thereof, then the same rates, fees or charges applicable to other customers receiving like service under similar circumstances shall be charged to the Issuer. Such charges shall be paid as they accrue, and the Issuer shall transfer from its general funds sufficient sums to pay such charges. The revenues so received shall be deemed to be revenues derived from the operation of the System, and shall be deposited and accounted for in the same manner as other revenues derived from such operation of the System.

(L) Failure of User to Pay for Services. Upon failure of any user to pay for services rendered within sixty (60) days, the Issuer shall shut off the connection of such user and shall not furnish him or permit him to receive from the System further service until all obligations owed by him to the

Issuer on account of services shall have been paid in full. This covenant shall not, however, prevent the Issuer from causing any System connection to be shut off sooner.

(M) Enforcement of Collections. The Issuer will diligently enforce and collect the Pledged Funds and will do all things necessary to ensure its eligibility to receive the Pledged Funds; and will take all steps, actions and proceedings for the enforcement and collection of such rates, rentals, charges and fees as shall become delinquent to the full extent permitted or authorized by law, and will maintain accurate records with respect thereof. All such fees, rates, rentals, charges and revenues herein pledged shall, as collected, be held in trust to be applied as provided in this Resolution and not otherwise.

(N) Compliance with Laws and Regulations. The Issuer covenants and agrees to perform and comply with, in every respect, any loan and grant agreements which it might have with the Government, or with any other governmental agency and all applicable State laws and regulations and to continually operate and maintain the System in good condition. All provisions of the Letter of Conditions of the Government dated as of February 25, 2013, are incorporated herein by reference as if fully set forth at length.

(O) Defaults and Remedies. The following events shall each constitute an Event of Default under this Resolution:

- (1) Failure to pay the principal of or interest on the Series 2013 Bonds when due;
- (2) The dissolution or liquidation of the Issuer, or the filing by the Issuer of a voluntary petition in bankruptcy, or the commission by the Issuer of any act of bankruptcy, or adjudication of the Issuer as a bankrupt, or assignment by the Issuer for the benefit of its creditors, or appointment of a receiver for the Issuer, or the entry by the Issuer into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Issuer in any proceeding for its reorganization instituted under the provisions of the Federal Bankruptcy Act, as amended, or under any similar act in any jurisdiction which may not be in effect or hereafter adopted.

- (3) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Series 2013 Bond or in this Resolution on the part of the Issuer to be performed.

Any owner of the Series 2013 Bonds issued under the provisions hereof may either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable State or Federal statutes to be performed by the Issuer or by any officer thereof.

Nothing herein, however, shall be construed to grant to any holder of such Series 2013 Bonds any lien on any real property of the Issuer.

(P) Records and Audits. The Issuer shall keep books and records of the revenues of the System, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any owner of a Series 2013 Bond or Series 2013 Bonds issued pursuant to this Resolution shall have the right to, at all reasonable times, inspect all records, accounts and data of the Issuer relating thereto.

So long as any of the Series 2013 Bonds shall be outstanding, the Issuer will furnish on or before ninety (90) days after the close of each Fiscal Year, to any Series 2013 Bond owner who shall request the same in writing, copies of an annual audit report prepared by an independent public accountant or an auditing official of the State of Florida, covering for the preceding Fiscal Year, in reasonable detail, the financial condition and record of operation of the System and any other facilities the revenues of which are pledged to the payment of the Series 2013 Bonds.

(Q) Connection with System. The Issuer will, to the full extent permitted by law, require all lands, buildings, residences and structures within its corporate limits which can use the facilities and services of the System to connect therewith and use the facilities and services thereof, and to cease the use of all other facilities. The Issuer will not grant a franchise for the operation of any competing water and/or sewer utility system until all Series 2013 Bonds issued hereunder, together with interest thereon, shall have been paid in full.

(R) Fidelity Bond. Coverage may be provided either for all individual positions or persons through "blanket" coverage providing protection for all appropriate employees or officials, in an amount fully adequate to protect the Issuer from loss, all in compliance with the conditions imposed by the Government's Letter of Conditions dated February 25, 2013.

(S) Government Approval of Extensions and Financing. Anything herein to the contrary notwithstanding, if the Government is the purchaser of any of the Series 2013 Bonds, the Issuer will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with making extensions or improvements other than normal maintenance of the System, or make any extensions or enlargements of the System, or permit others to do so, without obtaining the prior written consent of the Government, while the Government continues to own any of the Series 2013 Bonds.

(T) Reimbursement of Advances and Interest Thereon. While the Government shall be the owner of any of the Series 2013 Bonds, the Government shall have the right to make advances for the payment of insurance premiums and/or other advances which, in the opinion of the Government, may be required to protect the Government's security interest. In the event of any such advances, the Issuer covenants and agrees to repay the same, together with interest thereon at the same rate per annum as specified in the Series 2013 Bonds, upon demand made at any time after any such expenditure by the Government. Any such amounts due the Government shall be secured by a pledge of and lien upon the Pledged Funds, on parity with the Bonds, and payment thereof shall take priority over any other payments from the Reserve Account.

(Remainder of page intentionally left blank)

ARTICLE IV

MISCELLANEOUS PROVISIONS

4.01. Modification or Amendment. No material modification or amendment of this Resolution, or of any ordinance or resolution amendatory or supplemental hereto, may be made without the consent in writing of the owners of two-thirds or more in principal amount of the Series 2013 Bonds then outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of such Series 2013 Bonds or a reduction in the rate of interest thereon, or in the amount of the principal obligation, or affect the unconditional promise of the Issuer to charge and collect such rates, fees and charges for the use of the services and facilities of the System and apply the same as herein provided, or reduce the number of such Series 2013 Bonds the written consent of the owners of which are required by this Section for such modifications or amendments, without the consent of the owners of all such Series 2013 Bonds.

4.02. Creation of Superior Liens. The Issuer covenants that it will not issue any other bonds, certificates or obligations of any kind or nature or create or cause or permit to be created any debt, lien, pledge, assignment or encumbrance or charge payable from or enjoying a lien upon the Pledged Funds ranking prior and superior to the lien created by this Resolution, for the benefit of the Series 2013 Bonds herein authorized.

4.03. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution or of the Series 2013 Bonds issued hereunder.

4.04. Notes Authorized for Interim Financing. Pursuant to authority granted by Section 215.431, Florida Statutes, the Issuer is authorized to issue its negotiable notes from time to time for the purposes authorized by this Resolution, and for the purpose of obtaining interim financing. Prior to the sale of the Series 2013 Bonds authorized by this Resolution, the Issuer may issue its notes as hereafter provided and as provided in Section 215.431, Florida Statutes. The notes, if any, shall be issued only with the approval of the Government. Any such notes authorized by the Issuer shall be

issued upon the adoption of a resolution or ordinance by the Issuer specifying the amount of notes to be issued, the maturity of such notes, the denomination, date and the rate of interest which shall be borne by such notes which shall not be at a rate greater than the highest rate authorized by law. Any such notes issued may be sold in the manner provided by Section 215.431, Florida Statutes.

4.05. Validation Authorized. The Issuer's Attorney is hereby authorized and directed to institute appropriate proceedings in the Circuit Court in and for Flagler County, Florida, for the validation of said Series 2013 Bonds and the proper officers of the Issuer are hereby authorized to verify on behalf of the Issuer the pleadings in such proceedings.

4.06. Bonds Authorized to be Sold at Public or Private Sale. The Series 2013 Bonds may be sold at public or private sale at such rate or rates of interest as shall be determined by the Issuer.

4.07. Conflicts Repealed. All resolutions of the City of Bunnell which are in conflict or inconsistent with this Resolution are, to the extent of such conflict or inconsistency, hereby repealed.

4.08. Tax Covenant. No use will be made of the proceeds of the Series 2013 Bonds which, if such use were reasonably expected on the date of issuance of the Series 2013 Bonds, would cause the same to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended. The Issuer at all times while the Series 2013 Bonds and the interest thereon are outstanding will comply with the requirements of the Internal Revenue Code of 1986, as amended, and any valid and applicable rules and regulations promulgated thereunder necessary to maintain the exclusion of the interest on the Series 2013 Bonds from the gross income of the holders thereof for purposes of Federal income taxation, including the creation of any rebate funds or other funds and/or accounts required in that regard.

4.09. Defeasance. If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and redemption premiums, if any, with respect to all the Series 2013 Bonds herein authorized, then, and in that event, the pledge of and lien on the funds pledged in favor of the owners of the Series 2013 Bonds shall be no longer in effect. For purposes of the preceding sentence, deposit of sufficient cash and/or Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole

benefit of the owners of the Series 2013 Bonds in an aggregate principal amount which, together with interest to accrue thereon, will be sufficient to make timely payment of the principal of and redemption premiums, if any, and interest on the Series 2013 Bonds in accordance with their terms, the paying agents' fees and expenses with respect thereto any other expenses occasioned by escrow arrangements or provision for redemption, shall be considered "provision for payment". Nothing herein shall be deemed to require the Issuer to call any Series 2013 Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption, except that if any of the Series 2013 Bonds shall be held by the Government, the Series 2013 Bonds shall be called for redemption as a whole within a period not exceeding six months from the date of such deposit, unless the Government shall agree otherwise in writing. Government held obligations will not be defeased.

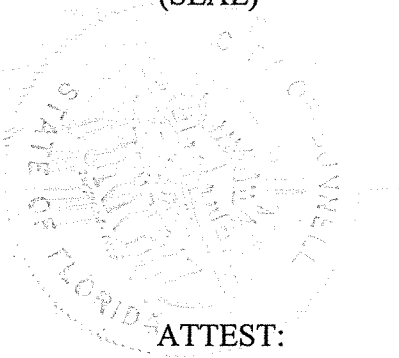
4.10. Effective Date. This Resolution shall take effect immediately upon its passage.

(Remainder of page intentionally left blank)

PASSED and ADOPTED by the City Commission of the City of Bunnell, Florida, on the 9th day of September, 2013.

CITY COMMISSION OF BUNNELL, FLORIDA

(SEAL)



By: Catherine D. Robinson

Catherine D. Robinson, Mayor

9/10/2013
Date

ATTEST:

Approved as to Form:

Sandra Bolser
Sandra Bolser, City Clerk

Lonnie Groot
Lonnie Groot, City Attorney

9/10/2013
Date

9/10/2013
Date



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

Document Date:	4/17/2015	Amount: N/A
Department:	Finance Department	Account #:
Subject:	Resolution 2015-09: Amending Resolution 2013-16A	
Attachments: <i>Please number items as they will appear on the agenda.</i>	1. Resolution 2015-09	
Agenda Section:	F. Resolution	
Summary/Highlights: Request authorization of Resolution 2015-09: Amending Resolution 2013-16A to revise the definition of "Parity Obligations" set forth therein.		
Background: Resolution 2013-16A authorized the issuance of Water and Sewer system bonds to finance a portion of the costs for the acquisition, construction, and erection of improvements to the City's Water Utility system. This resolution pledged a parity lien on the net revenues of the Water and Sewer system to secure the debt.		
Staff Recommendation: Approve Resolution 2015-09: Amending Resolution 2013-16A.		
City Attorney Review: Reviewed and Approved.		
Finance Department Review/Recommendation: The current budget contains sufficient funds to support the proposed debt service payments and parity definitions.		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Approved	4/17/2015
Sandra Bolser, CMC, City Clerk	Approved for 04/27/2015 Agenda	4/20/2015

RESOLUTION NO. 2015-09

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA
AMENDING RESOLUTION NO. 2013-16A TO REVISE THE
DEFINITION OF "PARITY OBLIGATIONS" SET FORTH THEREIN;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA,
as follows:

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of the Constitution of Florida, the Charter of the City of Bunnell, Florida, and Chapter 166, Part I and Part II, Florida Statutes, the ordinance enacted by the Issuer on December 7, 1970 (as amended and supplemented from time to time, the "Original Instrument"), City Resolution No. 2013-16A (the "Bond Resolution"), and other applicable provisions of law.

Section 2. Definitions. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution.

Section 3. Findings. It is hereby found and determined that:

(A) The City of Bunnell, Florida (the "City") adopted the Original Instrument to provide for and authorize the issuance from time to time of debt obligations secured by Net Revenues of the City's water and sewer utility system (the "System") and the sale of such bonds to the United States Department of Agriculture, Rural Utilities Service ("USDA").

(B) Since enactment of the Original Instrument, the City has issued various series of debt obligations thereunder including the outstanding Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$936,400 and Water and Sewer Revenue Bonds,

Series 1993 issued in the original principal amount of \$1,051,900 (collectively, the "Series 1993 Bonds"), and Water and Sewer Revenue Bonds, Series 1997 issued in the original principal amount of \$1,080,000 (the "Series 1997 Bonds").

(C) Pursuant to the Original Instrument, the City adopted the Bond Resolution to authorize issuance of the City's Water and Sewer System Revenue Bonds, Series 2015 (the "Series 2015 Bonds") and the sale thereof to USDA.

(D) The Bond Resolution provides that the Series 2015 Bonds will be secured by a senior lien upon Net Revenues in parity with the Parity Obligations, and defines the term "Parity Obligations" to include the Series 1993 Bonds, the Series 1997 Bonds, and any additional parity obligations issued pursuant to the Original Instrument.

(E) The City Commission is considering the issuance of a refunding note in order to currently refund the Series 1993 Bonds and the Series 1997 Bonds for significant net present value debt service savings and an earlier maturity date, and intends to provide that such refunding note will be secured by a senior lien upon Net Revenues in parity with the Series 2015 Bonds.

(F) The City Commission desires to revise the definition of "Parity Obligations" set forth in the Bond Resolution to include any debt obligations issued to refund the Series 1993 Bonds and Series 1997 Bonds.

Section 4. Amendment of Resolution No. 2013-16A. Section 1.03(S) of Resolution No. 2013-16A is hereby amended to revise the definition of "Parity Obligations" set forth therein as follows, with additional text indicated by underline.

"(S) "Parity Obligations" shall mean the Issuer's outstanding Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$936,400, the Issuer's outstanding Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$1,051,900, the Issuer's outstanding Water and Sewer Revenue Bonds, Series 1997 issued in the original principal amount of \$1,080,000, any refunding bonds or notes issued to refund the debt obligations identified above provided the refunding bonds or notes shall not increase the annual debt service during the repayment period for the refunded debt, and any additional parity obligations issued pursuant to the Original Instrument."

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED and ADOPTED by the City Commission of the City of Bunnell, Florida, on the 27th day of April, 2015.

CITY COMMISSION OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandra Bolser, CMC, City Clerk

Wade Vose, City Attorney



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

Document Date:	4/27/2015	Amount: N/A
Department:	Engineering Department	Account #:
Subject:	Resolution 2015-10 Approving a Supplemental Agreement to the LAP agreement for Flagler Central Commerce Parkway.	
Attachments: <i>Please number items as they will appear on the agenda.</i>	1. Proposed Resolution 2. Supplemental Agreement	
Agenda Section:	H. New Business	
Summary/Highlights: FDOT is requesting an amendment to the LAP agreement for Flagler Central Commerce Parkway.		
Background: The City entered into a LAP agreement with the Florida Department of Transportation to conduct the design phase of Flagler Central Commerce Parkway, and FDOT is requesting an amendment to that agreement, to bring the LAP funding amount into consistency with the Professional Fees for Design Services. Funding not applied to the project design that is a portion of the original \$2 million Federal Earmark will be reallocated to the project construction phase.		
Staff Recommendation: Approval of Resolution 2015-10 Approving a Supplemental Agreement to the LAP agreement for Flagler Central Commerce Parkway.		
City Attorney Review: Reviewed and approved.		
Finance Department Review/Recommendation:		
Approver Name:	Approval Status:	Date:
Stella Gurnee		
Sandra Bolser, CMC, City Clerk	Approved for 04/27/2015 Agenda	04/20/2015

RESOLUTION 2015-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA, TO ADOPT THE SUPPLEMENTAL AMENDMENT NUMBER ONE FOR THE LOCAL AGENCY PROGRAM AGREEMENT FOR FLAGLER CENTRAL COMMERCE PARKWAY FPN 427118-2-38-01; PROVIDING FOR FINDINGS OF FACT, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and the City of Bunnell desire to facilitate the Flagler Central Commerce Parkway project and,

WHEREAS, the State of Florida Department of Transportation has requested the City of Bunnell to execute and deliver to the State of Florida Department of Transportation the Supplemental Amendment #1 for the Local Agency Program Agreement for the aforementioned project, FPN 427118-2-38-01.

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

SECTION 1. The Mayor is hereby authorized to make, execute, and deliver to the State of Florida Department of Transportation the Supplemental Amendment #1 for the Local Agency Program Agreement for the aforementioned project, FPN 427118-2-38-01.

SECTION 2. FINDINGS OF FACT. The recitals set forth above in the “whereas clauses” are hereby adopted as legislative findings of the City Commission of the City of Bunnell, Florida.

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

SECTION 4. SEVERABILITY. If any provisions of the Resolution or the application thereof to any person or circumstance are held invalid, the remainder shall nevertheless be given full force and effect, and to this end the provisions of this Resolution are declared severable.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED at the meeting of the City Commission of the City of Bunnell on the 27th day of April, 2015.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Sandra Bolser, CMC, City Clerk

Approved as to Form:

Seal:

Wade C. Vose, City Attorney

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 427118-2-38-01 CONTRACT NO. ARH98
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The _____ State of Florida Department of Transportation and the City of Bunnell _____ desires to supplement the original Agreement entered into and executed on _____ June 20, 2014 _____ as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Design services for Commerce Parkway & turn lanes on US 1 and SR 100 Length 2.000 miles

Termini From US 1, south of the intersection of US 1 and Elm Avenue, to SR 100, approximately 500 feet east of Circle Drive

Description of Work:

The City of Bunnell is requesting design funding for the proposed roadway of Commerce Parkway and associated additional turn lanes on US 1 and SR 100. The project limits are from US 1, south of the intersection of US 1 and Elm Avenue, to SR 100, approximately 500-ft east of Circle Drive. The total project length is approximately 1.7 miles. The proposed roadway will consist of two 12-ft travel lanes, 8-ft wide shoulder (paved and unpaved), and a 5' wide concrete sidewalk to the east of the roadway. The new portion of the roadway will tie in to the existing approximately 1500-ft south of the intersection of SR 100 and Commerce Parkway. Design will include designated left and right turn lanes into the back entrance of the Flagler County Government Complex. Drainage improvements include curb and gutter and on-site stormwater management within the project R/W. Design will also include lighting (study and design), signing, and pavement markings along the corridor. Turn lanes are also proposed on SR 100 and US 1. These are to include an eastbound to southbound turn lane on SR 100, a southbound to eastbound turn lane on US 1 and a northbound to eastbound turn lane on US 1. Proposed turn lanes will require ditch modifications and relocation of existing drainage structures and piping. Traffic monitoring systems will be impacted at the US 1 proposed northbound to eastbound proposed turn lane. This will require coordination with FDOT Traffic Operations. R/W is required; R/W and easements are to be donated from existing property owners. Coordination is required with the utility companies. Permitting and wetland mitigation is required.

Note: City has been in coordination with property owners for R/W acquisition. The guidelines for obtaining R/W donation has been shared with the local agency that they are required to meet Federal requirements.

Reason for Supplement and supporting engineering and/or cost analysis:

1. Pursuant to **Paragraph 4.0 Project Estimate and Disbursement Schedule and Exhibit "A"** of the Local Agency Program Agreement, the Agency and the Department acknowledge and agree that the Schedule of Funding for design services that includes the authorized and encumbered Federal funding for the project shall be reduced to an amount equal to the Agency's design consultants reimbursable services contract amount of **\$811,000.00**, as shown on page 4 in the Adjusted Exhibit B – (Schedule of Funding.)

2. Section 5.04 of the original Agreement referenced above is hereby deleted and replaced by the following:

5.04 Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards

provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a sub-recipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

1. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit** to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

2. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

3. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

4. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

5. Upon receipt, and within six months, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance.

6. As a condition of receiving this Federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

7. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

3. Exhibit 1, Federal Financial Assistance (Single Audit Act), of the original Agreement referenced above is hereby deleted and replaced by Exhibit 1, attached to this Amendment.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 427118-2-38-01 CONTRACT NO. ARH98
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TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Planning Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Project Development & Environment (PD&E)					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total PD&E Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Design					
FY: <u>2013-2014</u>	\$1,500,000.00		\$1,500,000.00		\$1,500,000.00
FY: <u>2014-2015</u>		(\$689,000.00)	(\$689,000.00)		(\$689,000.00)
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Design Cost	\$1,500,000.00	(\$689,000.00)	\$811,000.00	\$0.00	\$811,000.00
Right-of-Way					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Right-of-Way Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total Construction Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Construction Engineering and Inspection (CEI)					
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
FY: _____	_____	_____	_____	_____	_____
Total CEI Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Construction & CEI Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL COST OF THE PROJECT	\$1,500,000.00	(\$689,000.00)	\$811,000.00	\$0.00	\$811,000.00

SUPPLEMENTAL NO. 1 DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT	FPN 427118-2-38-01 CONTRACT NO. ARH98
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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY CITY OF BUNNELL

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Frank J. O'Dea, P.E.
Title: Director of Transportation Development

Attest: _____
Name:
Title:

Attest: _____
Name:
Title: Administrative Assistant

Date: _____

Date: _____

Legal Review:

See attached Encumbrance Form for date of funding approval by Comptroller.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: <https://www.cfda.gov/>
Award Amount: **\$811000.00**
Awarding Agency: Florida Department of Transportation
Award is for R&D: No
Indirect Cost Rate: N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/>

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
<http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.fsr.gov/>



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

Document Date:	4/20/2015	Amount:	
Department:	Vice Mayor Rogers	Account #:	
Subject:	Request update on the status of the Bunnell Flagler County Utility (BFCU)		
Attachments: <i>Please number items as they will appear on the agenda.</i>	N/A		
Agenda Section:	H. New Business		
Summary/Highlights: Request update of status of BFCU			
Background: Vice Mayor Rogers requested this item be placed on the agenda.			
Staff Recommendation:			
City Attorney Review:			
Finance Department Review/Recommendation:			
Approver Name:	Approval Status:	Date:	
Stella Gurnee, Finance Director		Click here to enter a date.	
Sandra Bolser, City Clerk	Approved for 04/27/2015 Agenda	4/20/2015	



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

Document Date:	4/21/2015	Amount: N/A
Department:	City Manager	Account #: N/A
Subject:	Revised Interlocal Agreement between Flagler County and the City of Bunnell as it relates to the County's CDBG Application for the Carver Center Improvements.	
Attachments: <i>Please number items as they will appear on the agenda.</i>	1. Interlocal Agreement	
Agenda Section:	H. New Business	
Summary/Highlights: Flagler County revised their request for an Interlocal Agreement for the County to seek, administer and inspect a CDBG grant necessary to complete the Carver Center project for the 2014/15 Fiscal Funding Years. The County agrees to withdraw its CDBG application and resubmit for Federal Funding for Fiscal Year 2015-16 if for any reason the County's application, due to scoring or any other reasons, displaces the City's application from funding.		
Background: This Interlocal Agreement to be approved on the March 23, 2015 City Commission Agenda because the City has also submitted an application for a CDBG grant in the same cycle.		
Staff Recommendation: Approve the Interlocal Agreement between Flagler County and the City of Bunnell as it amended in item #4 of the Agreement.		
City Attorney Review: Reviewed and approved.		
Finance Department Review/Recommendation: This project will have no financial impact on the City, therefore Finance recommends approval of this agreement.		
Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Approved	4/21/2015
Sandra Bolser, CMC, City Clerk	Approved for 04/27/2015 Agenda	4/21/2015

**INTERLOCAL AGREEMENT
BETWEEN
CITY OF BUNNELL, FLORIDA
AND
FLAGLER COUNTY, FLORIDA**

THIS AGREEMENT, entered into this _____ day of _____, 2015, by and between the CITY OF BUNNELL, a municipal corporation organized under the laws of the State of Florida, hereafter referred to as "CITY", and FLAGLER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

WHEREAS, the COUNTY seeks to apply for Community Development Block Grant (CDBG) funding to develop a COUNTY-owned Community Center within the CITY limits that will provide services and programs for low-to-moderate income (LMI) citizens of the COUNTY and CITY; and

WHEREAS, the CITY has a mutual interest in success of the project and concurs with the COUNTY applying for the CDBG to carry out this activity; and

WHEREAS, the COUNTY and CITY are in need of improving facilities, programs and services that will enhance the lives of LMI citizens of the County and CITY; and

WHEREAS, this Agreement is necessary to fulfill the requirements of the COUNTY'S 2014/15 CDBG Application(s) and any other grants that the COUNTY might seek to fund the Carver Center Improvements within the CITY limits; and

WHEREAS, Sections 125.0101 and 180.02, Florida Statutes, respectively authorize the COUNTY and CITY to enter into such an inter-local government agreement for provision of the services contemplated by this Agreement; and

WHEREAS, no service area or other jurisdictional authority changes or related responsibilities have been approved by this Agreement; and

WHEREAS, the COUNTY and the CITY do hereby agree that the COUNTY has

certain resources that the CITY does not have in administering projects that are a priority for the community at large, and working together would increase the benefit and success of such needed neighborhood development projects so long as the CITY approves all actions requiring authorization on its behalf, and all grant program requirements are fulfilled.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Subject to the terms of this Agreement, the COUNTY and CITY agree that the COUNTY shall seek, administer, and inspect a CDBG grant necessary to complete the Carver Center project for the 2014-15 Fiscal Funding Years, and shall have responsibility for day-to-day administrative requirements of the grant, including but not limited to procurement, payment of invoices, and request for funds approval and submission.

2. The COUNTY and CITY affirm that all activities, projects areas and service areas are consistent with their comprehensive plans.

3. The COUNTY shall be the applicant for this project, and the COUNTY'S policies and procedures shall govern in matters related to this grant.

4. The COUNTY agrees to withdraw its CDBG application and resubmit for Federal Funding for Fiscal Funding Year 2015-16 if for any reason the COUNTY's application, due to scoring or any other reasons, displaces the CITY's application from funding.

5. The COUNTY, upon final grant closeout, shall be responsible for operation and maintenance of the facility.

6. The COUNTY authorized staff shall review and provide written approval of the project plans and specifications prior to bidding.

7. The COUNTY agrees to sign applicable forms, including, but not limited to, the award agreement, environmental review, and closeout package and shall authorize by Board of County Commission Enabling Resolution officials or staff to sign administrative forms and similar documents required for the COUNTY to perform its duties required by the grant.

8. The CDBG grant funds and any other grant funds obtained and administered under this agreement shall be managed through reimbursement, as most grants require reimbursement of costs after expenditure, and the COUNTY will set up accounts and procedures to ensure timely request for funds from grant agencies.

9. This Agreement shall be construed solely to benefit the parties hereto and no third person, corporation, or other legal entity shall ever have the right to bring action to enforce the terms hereof.

10. This Agreement can be amended, only by agreement of both parties in writing, and no employees or agent has the authority to waive or otherwise amend the terms and conditions of this Agreement without specific written authorization of the parties hereto subject to CDBG conditions.

11. This Agreement shall become effective when executed both by the COUNTY and CITY and shall run until such time as the grant closeout is submitted and approved by the appropriate agency for all grants successfully obtained and managed for the 2014-15 FFYs. Upon the expiration of the term of this Agreement or upon this Agreement being declared void or unenforceable, any service being previously provided pursuant to the terms of this Agreement shall continue unless otherwise mutually agreed between the parties.

12. COUNTY and CITY mutually represent that they have the respective authority to enter into this Agreement.

In **WITNESS WHEREOF**, the parties have hereunto set their hands and seals
this date above written.

"CITY"

Attest:

CITY OF BUNNELL, FLORIDA
A Municipal Corporation

By: _____

Name: _____

Title: _____

Approved As To Legal Form:

"COUNTY"

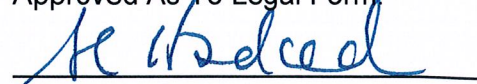
Attest:

FLAGLER COUNTY, A Political
Subdivision of the State of Florida

By: _____

Frank Meeker, Chairman

Approved As To Legal Form:



Al Hadeed, County Attorney