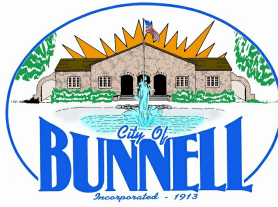


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING

Monday, February 13, 2017

7:00 PM

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

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Presentation: Flagler Palm Coast High School SWAT Club.

C. Consent Agenda:

C.1. Approval of Warrant

a. 2017 02 13 Warrant

C.2. Approval of Minutes

a. 2017 01 23 City Commission Minutes

C.3. Request to purchase a 300 KW generator to replace the older unit at the Water Treatment Plant.

C.4. Request to submit the Volunteer Fire Assistance Grant Application

C.5. JAG Grant award 2017-JAGD-1-F8-043

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): None

F. Resolutions: (Legislative):

F.1. Resolution 2017-02 Non-Ad Valorem Refunding Revenue Note Series 2017

F.2. Resolution 2017-03 Authorizing WS Refunding Note

F.3. Resolution 2017-04 Amending Water and Sewer Operating Budget.

F.4. Resolution 2017-05 Amending Budget

F.5. Resolution 2017-06 Commending the Florida Association of City Clerks for its 45th Anniversary

G. Old Business: None

H. New Business:

H.1. Interlocal Agreement Between the City of Flagler Beach and the City of Bunnell for Services of City Engineer

I. Reports:

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

J. Call for Adjournment.

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

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

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 263-8807.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on February 8, 2017



City of Bunnell, Florida

Agenda Item No. B.1.



City of Bunnell, Florida

Agenda Item

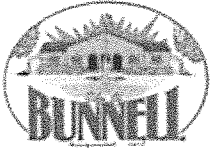
ATTACHMENTS:

Description

2017 02 13 Warrant

Type

Warrant



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 02/13/2017

Post Dates - 02/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Florida Blue	Life Insurance - 02-2017	001-2184000	282.53
		Florida Combined Life	Dental Insurance - 01/2017	001-2184000	1,834.20
		Colonial Life & Accident Insur	Jan 2017	001-2185000	580.74
		New Directions	EAP Services - 17661- 02/17-0	001-2184000	391.88
		Alfreda Brown	Hall Security Deposit Refund	001-2201000	125.00
		Betty Steward	Hall Security Deposit Refund	001-2201000	125.00
		City of Bunnell - WS O&M	M&M Development	001-2291000	720.41
		Florida Health Care Plans	FHC HMO T66	001-2184000	22,025.08
		Florida Health Care Plans	FHC Triple Option	001-2184000	1,318.82
		Florida Health Care Plans	FHC HMO T23	001-2184000	5,451.46
					32,855.12
Department: 511 - Legislative					
		State of Florida Department o	Local Phone Service thru Dec	001-0511-511.4100	17.23
		Planet Technologies, Inc	Annual subscription for Office	001-0511-511.3400	938.40
		Flagler County Clerk of Courts	Recording Fees - Mayes FLUM	001-0511-511.3300	79.50
		Bankcard Center	Chamber Installation Celebrat	001-0511-511.4900	85.00
		Municipal Code Corporation	Land Development Code 13/C	001-0511-511.3400	709.00
		Spectrum Business	Hosted Voice 2/2-3/1	001-0511-511.4100	124.26
		Public Risk Insurance Agency	Commercial Policy Installmen	001-0511-511.4500	13,228.29
			Department 511 - Legislative Total:		15,181.68
Department: 512 - Executive					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
		Planet Technologies, Inc	Annual subscription for Office	001-0512-512.3400	187.68
		Verizon Wireless	Cell Phones - 12/14-1/13	001-0512-512.4100	52.15
		Bankcard Center	Embroidery Work shirts for Ci	001-0512-512.3400	30.00
		Spectrum Business	Hosted Voice 2/2-3/1	001-0512-512.4100	86.64
		Public Risk Insurance Agency	Commercial Policy Installmen	001-0512-512.4500	402.46
			Department 512 - Executive Total:		749.64
Department: 513 - Administrative Services					
		State of Florida Department o	Local Phone Service thru Dec	001-0513-513.4100	86.15
		International Institute of Mun	IIMC Dues- Deputy City Clerk	001-0513-513.5400	100.00
		Planet Technologies, Inc	Annual subscription for Office	001-0513-513.3400	563.04
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	99.16
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	24.66
		Capital Office Products	6 Desk Calendars	001-0513-513.5100	27.54
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0513-513.3400	288.00
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
		News Journal	ORD 2017-02 - Dispensary Mo	001-0513-513.4800	62.00
		Bankcard Center	Ribbon for date/time punch cl	001-0513-513.5100	12.98
		State of Florida Department o	Phone Charges Instate & Out	001-0513-513.4100	0.41
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
		News Journal	ORD 2017-01 - Mathen Annex	001-0513-513.4800	117.80
		Florida Department of Reven	Remployment Tax - DeVries	001-0513-513.2400	1,825.44
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
		Capital Office Products	Bags, Toner, Tissues, Whiteou	001-0513-513.5100	3.66
		Capital Office Products	Bags, Toner, Tissues, Whiteou	001-0513-513.5100	6.33
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0513-513.3400	1,002.00
		Spectrum Business	Hosted Voice 2/2-3/1	001-0513-513.4100	364.50
		Bankcard Center	Postage	001-0513-513.4200	24.08
		Public Risk Insurance Agency	Commercial Policy Installmen	001-0513-513.4500	656.21
			Department 513 - Administrative Services Total:		5,268.92

Warrant

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Department: 514 - Legal Counsel					
		Planet Technologies, Inc	Annual subscription for Office	001-0514-514.3409	187.68
Department 514 - Legal Counsel Total:					187.68
Department: 516 - Finance					
		Planet Technologies, Inc	Annual subscription for Office	001-0516-516.3400	375.36
		Government Finance Officers	GFOA Renewal - Stella Gurne	001-0516-516.5400	160.00
		Capital Office Products	Bags, Toner, Tissues, Whiteou	001-0516-516.5100	22.49
		Capital Office Products	Bags, Toner, Tissues, Whiteou	001-0516-516.5100	11.38
		Public Risk Insurance Agency	Commercial Policy Installmen	001-0516-516.4500	464.60
Department 516 - Finance Total:					1,033.83
Department: 517 - Information Technology					
		CDW Government	CREDIT - Part returned	001-0517-517.5200	-394.00
		Verizon Wireless	Verizon Wireless - FY2016	001-0517-517.4100	-10.87
		Planet Technologies, Inc	Annual subscription for Office	001-0517-517.3400	77.28
		Planet Technologies, Inc	Annual subscription for Office	001-0517-517.3400	563.04
		Verizon Wireless	Cell Phones - 12/14-1/13	001-0517-517.4100	53.69
		Bankcard Center	Purchase some networking su	001-0517-517.5100	19.98
		Bankcard Center	Purchase some networking su	001-0517-517.5100	99.98
		Bankcard Center	Purchase some networking su	001-0517-517.5100	83.98
		Bankcard Center	Purchase some networking su	001-0517-517.5100	7.99
		Bankcard Center	Purchase some networking su	001-0517-517.5100	92.56
		Bankcard Center	Purchase some networking su	001-0517-517.5100	15.99
		Bankcard Center	Purchase Network Switch	001-0517-517.5264	1,889.89
		Bankcard Center	Battery for Battery Backup	001-0517-517.5100	35.00
		Spectrum Business	Hosted Voice 2/2-3/1	001-0517-517.4100	39.69
		Public Risk Insurance Agency	Commercial Policy Installmen	001-0517-517.4500	402.46
Department 517 - Information Technology Total:					2,976.66
Department: 521 - Law Enforcement					
		Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
		State of Florida Department o	Local Phone Service thru Dec	001-0521-521.4100	17.23
		Bankcard Center	2017 Ebook of Criminal and Tr	001-0521-521.5100	8.99
		Boulevard Tire Center	Vehicle # 1608 - 2 Tires, Sens	001-0521-521.4620	24.00
		Boulevard Tire Center	Vehicle # 1608 - 2 Tires, Sens	001-0521-521.4620	2.00
		Boulevard Tire Center	Vehicle # 1608 - 2 Tires, Sens	001-0521-521.4620	210.76
		Boulevard Tire Center	Vehicle # 1608 - 2 Tires, Sens	001-0521-521.4620	60.00
		Boulevard Tire Center	Vehicle # 1608 - 2 Tires, Sens	001-0521-521.4620	6.95
		Planet Technologies, Inc	Annual subscription for Office	001-0521-521.3400	2,252.16
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	588.46
		Dr. Vanessa Townsend, PSY.D.	Psychological Evaluation - A.	001-0521-521.3400	250.00
		O'reilly Automotive Inc	Brake Pads& Light Socket PD	001-0521-521.4620	31.98
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	388.15
		O'reilly Automotive Inc	Brake Rotor - PD#1401	001-0521-521.4620	88.84
		Capital Office Products	Item LEE03027 Inkless Finger	001-0521-521.5100	17.67
		Capital Office Products	Item LEE03027 Inkless Finger	001-0521-521.5100	10.49
		Capital Office Products	Item LEE03027 Inkless Finger	001-0521-521.5100	12.49
		Capital Office Products	Item LEE03027 Inkless Finger	001-0521-521.5100	9.27
		Capital Office Products	Item LEE03027 Inkless Finger	001-0521-521.5100	11.49
		Capital Office Products	Item LEE03027 Inkless Finger	001-0521-521.5100	44.69
		Capital Office Products	Item LEE03027 Inkless Finger	001-0521-521.5100	31.47
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.4200	29.62
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	41.10
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	34.00
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	34.00
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	41.10
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	102.75
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	41.10
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	102.75
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	65.00
		Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	65.00

Warrant

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	39.00
Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	135.00
Bankcard Center	Item 6038M Medium Black Ni	001-0521-521.5200	92.56
Verizon Wireless	Cell Phones - 12/14-1/13	001-0521-521.4100	376.78
Bunnell Auto Supply, Inc.	Fuse Holder & Outlet Box - PD	001-0521-521.4620	26.48
Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	426.77
O'reilly Automotive Inc	Oil & Filter PD#1102	001-0521-521.4620	55.69
O'reilly Automotive Inc	Oil & Filter , Wiper Fluid - PD#	001-0521-521.4620	55.37
Flagler Chrysler Dodge Jeep, I	ABS Module for # 1102	001-0521-521.4620	113.60
Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	709.49
State of Florida Department o	CREDIT - PD	001-0521-521.4100	-396.94
Spectrum Business	Internet Service - Police Depa	001-0521-521.4100	124.00
Spectrum Business	Hosted Voice 2/2-3/1	001-0521-521.4100	283.04
Bankcard Center	Blanket PO for Miscellaneous	001-0521-521.4200	9.40
City of Bunnell - WS O&M	200 S Church St	001-0521-521.4300	59.35
Public Risk Insurance Agency	Commercial Policy Installmen	001-0521-521.4500	4,279.50
Department 521 - Law Enforcement Total:			11,001.73

Department: 522 - Fire Control

Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
State of Florida Department o	Local Phone Service thru Dec	001-0522-522.4100	18.91
Planet Technologies, Inc	Annual subscription for Office	001-0522-522.3400	563.04
Sun Country Termite & Pest C	PEST CONTROL - FD	001-0522-522.3400	40.00
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	100.88
Palm Coast Heating & Air Con	Service Call to FD Regarding H	001-0522-522.4610	50.00
Medi-Quick Urgent Care	Pre Employment Physicals/Te	001-0522-522.3400	170.00
Medi-Quick Urgent Care	Pre Employment Physicals/Te	001-0522-522.3400	170.00
Medi-Quick Urgent Care	Pre Employment Physicals/Te	001-0522-522.3400	55.00
State of Florida Department o	Phone Charges Instate & Out	001-0522-522.4100	1.16
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	96.38
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	139.93
State of Florida Department o	CREDIT - FD	001-0522-522.4100	-93.65
Spectrum Business	Internet Service - Fire Depart	001-0522-522.4100	104.28
City of Bunnell - WS O&M	1601 Old Moody Blvd	001-0522-522.4300	251.10
Affiliated Compter Services - F	Firehouse Software Main & S	001-0522-522.3400	360.00
Public Risk Insurance Agency	Commercial Policy Installmen	001-0522-522.4500	2,334.07
Department 522 - Fire Control Total:			4,331.10

Department: 524 - Community Development

State of Florida Department o	CORRECTION Quarterly Buildi	001-0524-524.4900	-72.55
Planet Technologies, Inc	Annual subscription for Office	001-0524-524.3400	938.40
Charles J. Cino	Code Enforcement Board Me	001-0524-524.3102	375.00
Flagler Humane Society	Animal Control Services Dec 2	001-0524-524.3400	1,058.33
Alliant Engineering Inc	Engineering services for Flagl	001-0524-524.3400	600.00
Verizon Wireless	Cell Phones - 12/14-1/13	001-0524-524.4100	19.60
Lynch Oil Company	FUEL BLANKET PO	001-0524-524.5210	53.32
Bankcard Center	Mailed Plans to the State for	001-0524-524.4200	9.60
Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0524-524.3401	150.00
Bankcard Center	Mailed Plans to the State for	001-0524-524.4200	9.28
Spectrum Business	Hosted Voice 2/2-3/1	001-0524-524.4100	179.66
Charles J. Cino	Planning and Zoning t Board	001-0524-524.3102	400.47
Public Risk Insurance Agency	Commercial Policy Installmen	001-0524-524.4500	876.06
Department 524 - Community Development Total:			4,597.17

Department: 541 - Road and Street Facilities

Grainger	Asphalt Rake	001-0541-541.5200	-83.00
State of Florida Department o	Local Phone Service thru Dec	001-0541-541.4100	17.23
BuildersFirst	CREDIT - Railroad Ties	001-0541-541.4600	-79.20
BuildersFirst	CREDIT	001-0541-541.5300	-45.84
Rogers Towing	PW '86 FORD F250 TOWED T	001-0541-541.4620	55.00
Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	9.42
Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	10.50

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	0.75
Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	10.42
Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	0.56
Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	4.78
Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	4.12
Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	10.32
Planet Technologies, Inc	Annual subscription for Office	001-0541-541.3400	563.04
Michael Baker Jr. Inc.	Engineering Design Services f	001-0541-541.6300	10,322.94
DG Hardware, Inc.	Chain, Fastners & Tape	001-0541-541.5200	59.56
Bunnell Auto Supply, Inc.	Hardware - PW	001-0541-541.4640	10.49
UniFirst Corporation	UNIFORMS	001-0541-541.5220	44.39
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0541-541.3400	30.00
DG Hardware, Inc.	Traffic Mark	001-0541-541.5200	41.38
K & M Mower and Small Engi	Weed Eater String	001-0541-541.4640	53.90
DG Hardware, Inc.	Traffic Mark	001-0541-541.5200	41.38
DG Hardware, Inc.	Fastners	001-0541-541.5200	44.77
Flagler Power Equipment	EXMARK MAINTENANCE - PW	001-0541-541.4640	35.55
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	200.19
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	262.83
DG Hardware, Inc.	Traffic Mark	001-0541-541.5200	20.69
UniFirst Corporation	UNIFORMS	001-0541-541.5220	44.39
Altec Industries, Inc	ANNUAL INSPECTION FOR PW	001-0541-541.4620	720.48
Verizon Wireless	Cell Phones - 12/14-1/13	001-0541-541.4100	121.13
DG Hardware, Inc.	Marking Paint	001-0541-541.5200	13.66
K & M Mower and Small Engi	Cable, Cap, Valve Set, Chain S	001-0541-541.4640	187.94
Nextran	PW - #937	001-0541-541.4620	159.49
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	70.46
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	261.52
UniFirst Corporation	UNIFORMS	001-0541-541.5220	44.39
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	1.75
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	9.92
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	3.37
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	1.63
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	2.26
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	3.80
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	5.96
Capital Office Products	OFFICE SUPPLIES	001-0541-541.5100	1.11
DG Hardware, Inc.	RSTP Vocoilenm	001-0541-541.5200	26.99
Bunnell Auto Supply, Inc.	Relay - PW#920	001-0541-541.4620	14.69
DG Hardware, Inc.	Masonry Blade	001-0541-541.5200	13.04
BuildersFirst	Supplies Dr Carter / Lemon St	001-0541-541.5300	-79.20
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	120.16
Bunnell Auto Supply, Inc.	Relay - PW#920	001-0541-541.4620	44.07
Bunnell Auto Supply, Inc.	Circuit Breaker - PW#920	001-0541-541.4620	14.97
UniFirst Corporation	UNIFORMS	001-0541-541.5220	44.39
Spectrum Business	Hosted Voice 2/2-3/1	001-0541-541.4100	79.39
City of Bunnell - WS O&M	400 A N State St - IRR	001-0541-541.4300	64.51
City of Bunnell - WS O&M	03-4991-00 Corner of Railroa	001-0541-541.4300	64.51
City of Bunnell - WS O&M	901 N State St - IRR	001-0541-541.4300	64.51
City of Bunnell - WS O&M	305 Tolman St	001-0541-541.4300	258.30
City of Bunnell - WS O&M	1001 C S State St - IRR	001-0541-541.4300	64.51
City of Bunnell - WS O&M	210 S State St - IRR	001-0541-541.4300	64.51
Public Risk Insurance Agency	Commercial Policy Installmen	001-0541-541.4500	5,411.14
Department 541 - Road and Street Facilities Total:			19,569.92

Department: 572 - Parks and Recreation

Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	75.00
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	75.00
UniFirst Corporation	UNIFORMS	001-0572-572.5220	22.47
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	30.00
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	37.00

Warrant

(None)

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	DG Hardware, Inc.	Key master	001-0572-572.5200	4.48
	Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	74.93
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.42
	DG Hardware, Inc.	Liners, Bags, Paper Toels, Spa	001-0572-572.5200	86.08
	Bunnell Auto Supply, Inc.	Battery - PR#910	001-0572-572.4620	190.48
	Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	98.98
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.42
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	1.11
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	1.63
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	5.96
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	3.80
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	9.92
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	1.75
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	2.26
	Capital Office Products	OFFICE SUPPLIES	001-0572-572.5100	3.37
	DG Hardware, Inc.	Kilz Primer	001-0572-572.5200	12.58
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.42
	DG Hardware, Inc.	Ring Wax	001-0572-572.5200	4.48
	DG Hardware, Inc.	Key master	001-0572-572.5200	11.21
	City of Bunnell - WS O&M	300 Citrus St - JB King Park	001-0572-572.4300	207.51
	City of Bunnell - WS O&M	200 S Church St	001-0572-572.4300	178.04
	City of Bunnell - WS O&M	401 E Court St	001-0572-572.4300	182.33
	City of Bunnell - WS O&M	405 E Drain St	001-0572-572.4300	223.67
	Public Risk Insurance Agency	Commercial Policy Installmen	001-0572-572.4500	1,761.47
		Department 572 - Parks and Recreation Total:		3,363.77
		Fund 001 - GENERAL FUND	Total:	101,117.22

Warrant

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Fund: 201 - General Debt Service Fund

Department: 517 - Information Technology

Ameris Bank

Ameris Loan 07691000528-00 201-5170-517.7200

2,446.78

Department 517 - Information Technology Total: 2,446.78

Fund 201 - General Debt Service Fund Total: 2,446.78

Warrant

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 401 - ENTERPRISE FUND					
Department: 533 - Water Utility Services					
		Verizon Wireless	Verizon Wireless - FY2016	401-0533-533.4100	-12.42
		State of Florida Department o	Local Phone Service thru Dec	401-0533-533.4100	51.36
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	0.56
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	10.50
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	9.41
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	4.78
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	0.74
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	10.31
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	10.41
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	4.10
		Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	185.00
		DG Hardware, Inc.	Container	401-0533-533.5205	9.32
		USA Blue Book	LAB SUPPLIES AND TUBE FITTI	401-0533-533.5205	237.53
		Planet Technologies, Inc	Annual subscription for Office	401-0533-533.3401	938.40
		Planet Technologies, Inc	Annual subscription for Office	401-0533-533.3401	77.28
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0533-533.3401	11.22
		Empire Computing and Consu	RADIOS FOR SECURITY CAME	401-0533-533.5264	178.00
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.11
		USA Blue Book	LAB SUPPLIES AND TUBE FITTI	401-0533-533.5205	49.78
		DG Hardware, Inc.	Carabiner, Ring Key, Split, Yale,	401-0533-533.5205	19.86
		Hawkins Inc	WTP CHEMICALS	401-0533-533.5205	449.68
		Bankcard Center	WATER / WASTE WATER TRAI	401-0533-533.5500	115.00
		Sun Country Termite & Pest C	PEST CONTROL WTP & WWTP	401-0533-533.3401	30.00
		Bankcard Center	UT OPERATING SUPPLIES AND	401-0533-533.5205	9.88
		Bankcard Center	UT OPERATING SUPPLIES AND	401-0533-533.5205	9.97
		Bankcard Center	UT OPERATING SUPPLIES AND	401-0533-533.5205	19.97
		Bankcard Center	UT OPERATING SUPPLIES AND	401-0533-533.5205	9.88
		Bankcard Center	UT OPERATING SUPPLIES AND	401-0533-533.5205	49.97
		Bankcard Center	UT OPERATING SUPPLIES AND	401-0533-533.5264	79.97
		Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	389.50
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	117.98
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	21.93
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.13
		Bankcard Center	WATER HYDRANT AUTO FLUS	401-0533-533.5264	59.97
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	39.52
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	10.77
		Medi-Quick Urgent Care	Pre Employment Physicals/Te	401-0533-533.3401	57.50
		Medi-Quick Urgent Care	Pre Employment Physicals/Te	401-0533-533.3401	115.00
		DG Hardware, Inc.	Pen paint	401-0533-533.5205	6.83
		Boulevard Tire Center	Tires - Flatbed - UT	401-0533-533.4620	902.64
		Verizon Wireless	Cell Phones - 12/14-1/13	401-0533-533.4100	207.21
		Bankcard Center	UT-W TOOLS FOR TRUCK	401-0533-533.5205	8.89
		Bankcard Center	UT-W TOOLS FOR TRUCK	401-0533-533.5205	42.99
		Bankcard Center	UT-W TOOLS FOR TRUCK	401-0533-533.5205	25.98
		Bankcard Center	WTP UPGRADE	401-0533-533.5205	174.75
		Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0533-533.3401	56.48
		Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	310.35
		AT&T	Analog Circuit - Alarm Auto Di	401-0533-533.4100	23.60
		Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0533-533.5205	74.65
		DEX Imaging	115283 V665801326 UT	401-0533-533.4400	21.25
		DEX Imaging	115283 V665801326 UT	401-0533-533.4700	8.74
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	69.56
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	193.13
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.11
		Bankcard Center	PRINT SERVER FOR HP JETDIR	401-0533-533.5264	12.49
		Bankcard Center	High Pressure Area Light & Lu	401-0533-533.5205	14.91
		Bankcard Center	High Pressure Area Light & Lu	401-0533-533.5205	44.97
		Bankcard Center	UT-W OPERATING SUPPLIES	401-0533-533.5205	219.00

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Bankcard Center	UT-W OPERATING SUPPLIES	401-0533-533.5205	19.37
	Bankcard Center	CREDIT	401-0533-533.5205	-238.83
	City Electric Supply	LIGHT FOR WELL 5	401-0533-533.5205	18.97
	City Electric Supply	LIGHT FOR WELL 5	401-0533-533.5205	18.15
	Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	89.39
	Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	583.35
	DG Hardware, Inc.	Hand Trowel	401-0533-533.5205	13.66
	Boulevard Tire Center	Rear Tires - Gator	401-0533-533.4640	246.34
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	3.81
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	1.10
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	2.26
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	2.29
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	1.63
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	9.90
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	5.95
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	24.79
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	1.74
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	5.65
	Capital Office Products	OFFICE SUPPLIES	401-0533-533.5102	3.38
	Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	22.50
	Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0533-533.5205	274.69
	Harcros Chemicals Inc	WTP CITRIS ACID	401-0533-533.5205	414.00
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0533-533.5205	16.17
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0533-533.5205	78.53
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0533-533.5205	52.00
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0533-533.5205	22.92
	Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	116.49
	UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.11
	Capital Office Products	Bags, Toner, Tissues, Whiteou	401-0533-533.5102	8.85
	Capital Office Products	Bags, Toner, Tissues, Whiteou	401-0533-533.5102	5.70
	Capital Office Products	Bags, Toner, Tissues, Whiteou	401-0533-533.5102	26.12
	Hawkins Inc	WTP CHEMICALS	401-0533-533.5205	752.32
	Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0533-533.5205	4,780.30
	Spectrum Business	Hosted Voice 2/2-3/1	401-0533-533.4100	37.40
	City of Bunnell - WS O&M	100 Utility St	401-0533-533.4300	279.24
	City of Bunnell - WS O&M	305 Tolman St	401-0533-533.4300	129.15
	Public Risk Insurance Agency	Commercial Policy Installmen	401-0533-533.4500	4,676.31
	Ameris Bank	Ameris Loan07691000535-00	401-0533-533.7200	19,510.25
Department 533 - Water Utility Services Total:				37,941.35

Department: 535 - Sewer / Wastewater Services

Miller Pipeline Corp	CREDIT on INV 392533	401-0535-535.6300	-200.00
Verizon Wireless	Verizon Wireless - FY2016	401-0535-535.4100	-4.30
State of Florida Department o	Local Phone Service thru Dec	401-0535-535.4100	44.76
Sizemore Welding, Inc.	CREDIT- COB-06658-2016	401-0535-535.5200	-56.00
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	10.32
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	0.75
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	10.42
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	9.42
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	4.12
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	95.84
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	10.50
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	0.56
Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	4.78
USA Blue Book	LAB SUPPLIES AND TUBE FITTI	401-0535-535.5200	21.98
Planet Technologies, Inc	Annual subscription for Office	401-0535-535.3400	938.40
Planet Technologies, Inc	Annual subscription for Office	401-0535-535.3400	77.28
Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0535-535.3400	11.22
DG Hardware, Inc.	Adapters & Fastners	401-0535-535.5200	7.85
UniFirst Corporation	UNIFORMS	401-0535-535.5220	26.82
DG Hardware, Inc.	Tubes, Elbows, Bushings, Con	401-0535-535.5200	61.35

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Bankcard Center	REPLACEMENT RECLAIM VAL	401-0535-535.4640	79.90
	DG Hardware, Inc.	Battery & Flashlight	401-0535-535.5200	14.92
	Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	1,224.30
	Sun Country Termite & Pest C	PEST CONTROL WTP & WWTP	401-0535-535.3400	30.00
	Ferguson Enterprises, Inc.	AIRLINE PIPE TO REPLACE BLO	401-0535-535.4640	5,631.20
	USA Blue Book	PSI GAUGE AND FILTERS	401-0535-535.5200	68.45
	USA Blue Book	PSI GAUGE AND FILTERS	401-0535-535.5200	71.87
	Ferguson Enterprises, Inc.	AIRLINE PIPE TO REPLACE BLO	401-0535-535.4640	1,718.00
	Bankcard Center	UT OPERATING SUPPLIES AND	401-0535-535.5200	22.97
	Bankcard Center	UT OPERATING SUPPLIES AND	401-0535-535.5200	19.97
	Bankcard Center	UT OPERATING SUPPLIES AND	401-0535-535.5200	20.97
	Bankcard Center	UT OPERATING SUPPLIES AND	401-0535-535.5200	18.97
	ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF B	401-0535-535.3400	950.00
	DG Hardware, Inc.	Nipple	401-0535-535.5200	12.58
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	31.33
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	51.63
	Bankcard Center	PUMP LIFING HOOK FOR CRA	401-0535-535.5200	121.19
	DG Hardware, Inc.	Seal Tape, Nipple & Coupling	401-0535-535.5200	12.39
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	26.80
	Palm Coast Ford	UT truck maintenance	401-0535-535.4600	495.25
	DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	39.51
	DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	10.78
	Medi-Quick Urgent Care	Pre Employment Physicals/Te	401-0535-535.3400	57.50
	Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	279.04
	Verizon Wireless	Cell Phones - 12/14-1/13	401-0535-535.4100	131.54
	Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0535-535.3400	56.49
	Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0535-535.5200	74.66
	DG Hardware, Inc.	PARTS FOR LIFT STATION PU	401-0535-535.4640	14.19
	DG Hardware, Inc.	PARTS FOR LIFT STATION PU	401-0535-535.4640	0.36
	DEX Imaging	115283 V665801326 UT	401-0535-535.4400	21.25
	DEX Imaging	115283 V665801326 UT	401-0535-535.4700	8.74
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	94.29
	Bunnell Auto Supply, Inc.	Halogen Lights, Mercon & Wir	401-0535-535.4620	51.86
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	26.82
	Bankcard Center	PRINT SERVER FOR HP JETDIR	401-0535-535.5264	12.48
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	32.49
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	3.80
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	5.65
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	1.63
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	3.37
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	5.96
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	2.26
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	24.79
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	9.92
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	2.30
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	1.11
	Capital Office Products	OFFICE SUPPLIES	401-0535-535.5100	1.75
	Boulevard Tire Center	Tires - UT#936	401-0535-535.4620	530.78
	Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	264.96
	Bunnell Auto Supply, Inc.	ATP Platinum Kit &	401-0535-535.4620	153.87
	Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0535-535.5200	274.69
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0535-535.5200	78.52
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0535-535.5200	22.92
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0535-535.5200	16.17
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0535-535.5200	52.00
	Central Florida Controls, LLC	RECLAIM METER REPAIR	401-0535-535.4640	897.43
	Central Florida Controls, LLC	WAS REPLACEMENT METER A	401-0535-535.5264	2,658.56
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	122.90
	ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF B	401-0535-535.3400	950.00
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	26.82

Warrant

(None)

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	DG Hardware, Inc.	Entry Knob	401-0535-535.5200	28.78
	DG Hardware, Inc.	Entry Knob	401-0535-535.5200	14.39
	Capital Office Products	Bags, Toner, Tissues, Whiteou	401-0535-535.5100	26.12
	Capital Office Products	Bags, Toner, Tissues, Whiteou	401-0535-535.5100	8.84
	Capital Office Products	Bags, Toner, Tissues, Whiteou	401-0535-535.5100	5.70
	DG Hardware, Inc.	Paint	401-0535-535.5200	25.19
	DG Hardware, Inc.	Paint	401-0535-535.5200	25.19
	Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	279.04
	Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0535-535.5200	4,780.30
	Spectrum Business	Hosted Voice 2/2-3/1	401-0535-535.4100	37.40
	City of Bunnell - WS O&M	03-0161-00 N Bay St - LS	401-0535-535.4300	64.51
	City of Bunnell - WS O&M	Grand Reserve Dr LS	401-0535-535.4300	64.51
	City of Bunnell - WS O&M	301 Tolman St	401-0535-535.4300	514.12
	City of Bunnell - WS O&M	305 Tolman St	401-0535-535.4300	129.16
	City of Bunnell - WS O&M	Lincoln St LS	401-0535-535.4300	64.73
	City of Bunnell - WS O&M	1001 D S State St - LIFT	401-0535-535.4300	42.57
	Public Risk Insurance Agency	Commercial Policy Installmen	401-0535-535.4500	4,273.85
	Ameris Bank	Ameris Loan07691000535-00	401-0535-535.7200	19,510.25
	Department 535 - Sewer / Wastewater Services Total:			48,617.57

Department: 536 - Engineering - Utilities

State of Florida Department o	Local Phone Service thru Dec	401-0536-536.4100	17.23
DEX Imaging	Copier Overage Eng A4FM011	401-0536-536.4700	34.40
DEX Imaging	Copier Overage Eng A4FM011	401-0536-536.4700	80.93
Spectrum Business	Hosted Voice 2/2-3/1	401-0536-536.4100	6.65
Public Risk Insurance Agency	Commercial Policy Installmen	401-0536-536.4500	372.99
	Department 536 - Engineering - Utilities Total:		512.20
	Fund 401 - ENTERPRISE FUND	Total:	87,071.12

Warrant

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,813.26
		Environmental Land Services	Blanket Po Hurricane Matthe	402-0534-534.3400	2,204.80
		Bunnell Auto Supply, Inc.	Prtial Balance DueHydraulic FI	402-0534-534.4620	30.00
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	0.56
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	4.12
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	10.42
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	10.50
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	10.32
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	4.78
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	9.42
		Bankcard Center	OFFICE SUPPLIES	402-0534-534.5100	0.75
		Planet Technologies, Inc	Annual subscription for Office	402-0534-534.3400	187.68
		Planet Technologies, Inc	Annual subscription for Office	402-0534-534.3400	154.56
		McGee Tire & Services	Blanket PO for McGee Tire	402-0534-534.4620	1,361.54
		Bunnell Auto Supply, Inc.	Oil, Cleaner, Adapter & Blow	402-0534-534.4620	111.03
		Bunnell Auto Supply, Inc.	Flex Tubing, Mirror & Clamps-	402-0534-534.4620	62.95
		Lynch Oil Company	Blanket PO for Lynch Oil	402-0534-534.5210	502.09
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		Andrew King Mobile Welding	Tail Gate for Mack & Containe	402-0534-534.4620	125.36
		Bunnell Auto Supply, Inc.	Air & Hydraulic Filter	402-0534-534.4620	95.95
		Bunnell Auto Supply, Inc.	Washer, Screws, Hyd Fluid, H	402-0534-534.4620	140.97
		Central Hydraulics, Inc.	Steel Flow Control - SW#903	402-0534-534.4620	36.42
		Lynch Oil Company	Blanket PO for Lynch Oil	402-0534-534.5210	717.13
		Bunnell Auto Supply, Inc.	Cleaner & Brass Brush - SW#	402-0534-534.4620	9.68
		Bunnell Auto Supply, Inc.	Hal Capsule, Reservior, Pump,	402-0534-534.4620	84.29
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		Nextran	Sensor - SW#929	402-0534-534.4620	63.03
		Global Tire Recycling	TIRE RECYCLING	402-0534-534.3400	341.70
		Bunnell Auto Supply, Inc.	Wiper Fluid, Hyd Fluid - SW 9	402-0534-534.4620	165.76
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	3,772.45
		Verizon Wireless	Cell Phones - 12/14-1/13	402-0534-534.4100	104.30
		Bunnell Auto Supply, Inc.	Mercon & Funnell - SW#905	402-0534-534.4620	19.98
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	658.61
		Central Hydraulics, Inc.	Cylinder, Hose Assembly - SW	402-0534-534.4620	134.92
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		DG Hardware, Inc.	Degreaser & Garden Spray	402-0534-534.5200	35.08
		Bunnell Auto Supply, Inc.	Hyd Hose, Fittings & Degrease	402-0534-534.4620	456.13
		Capital Office Products	OFFICE SUPPLIES	402-0534-534.5100	1.63
		Capital Office Products	OFFICE SUPPLIES	402-0534-534.5100	2.26
		Capital Office Products	OFFICE SUPPLIES	402-0534-534.5100	1.11
		Capital Office Products	OFFICE SUPPLIES	402-0534-534.5100	9.92
		Capital Office Products	OFFICE SUPPLIES	402-0534-534.5100	5.96
		Nextran	Wiper Switch - SW#929	402-0534-534.4620	98.67
		Bunnell Auto Supply, Inc.	Oil, Fuel, Hydraulic Filter - SW	402-0534-534.4620	230.91
		Bunnell Auto Supply, Inc.	Serpentine Belt, Hyd Hose &	402-0534-534.4620	6.00
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	113.63
		Bunnell Auto Supply, Inc.	Drain Plug - SW#903	402-0534-534.4620	4.99
		Bankcard Center	Tom Nehl - Truck #903 repair	402-0534-534.4620	229.35
		Bunnell Auto Supply, Inc.	Signal Lights & Mirroe - SW#9	402-0534-534.4620	43.97
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	121.98
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	551.94
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		Rush Truck Centers of Florida	CREDIT - TAX REF Fan Blad an	402-0534-534.4620	-30.94
		Spectrum Business	Hosted Voice 2/2-3/1	402-0534-534.4100	60.58
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	3,887.44
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	91.50

Warrant

(None)

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Public Risk Insurance Agency	Commercial Policy Installmen	402-0534-534.4500	2,408.22
Department 534 - Garbage / Solid Waste Control Services Total:			24,352.46
Fund 402 - SOLID WASTE Total:			24,352.46

Warrant

Payable Dates: - 02/13/2017 Post Dates: - 02/13/2017

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Fund: 502 - Municipal Complex Building Fund

Department: 519 - Municipal Complex

Palm Coast Heating & Air Con	PD AIR CONDITION SERVICE C	502-0519-519.3401	50.00
Sun Country Termite & Pest C	PEST CONTROL MUNICIPAL C	502-0519-519.3401	150.00
City of Bunnell - WS O&M	201 W Moody Blvd - Municip	502-0519-519.4300	561.70
Public Risk Insurance Agency	Commercial Policy Installmen	502-0519-519.4500	992.12

Department 519 - Municipal Complex Total: 1,753.82

Fund 502 - Municipal Complex Building Fund Total: 1,753.82

Grand Total: 216,741.40



Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	101,117.22
201 - General Debt Service Fund	2,446.78
401 - ENTERPRISE FUND	87,071.12
402 - SOLID WASTE	24,352.46
502 - Municipal Complex Building Fund	1,753.82
Grand Total:	216,741.40

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3300	Recording Fees	79.50
001-0511-511.3400	Other Contract Services	1,647.40
001-0511-511.4100	Communications Expens	141.49
001-0511-511.4500	Insurance Expense	13,228.29
001-0511-511.4900	Other Current Chgs & O	85.00
001-0512-512.3400	Other Contracted Servic	217.68
001-0512-512.4100	Communications Expens	129.50
001-0512-512.4500	Insurance Expense	402.46
001-0513-513.2400	Workers Comp	1,825.44
001-0513-513.3400	Other Contract Services	1,853.04
001-0513-513.4100	Communications Expens	451.06
001-0513-513.4200	Postage	24.08
001-0513-513.4500	Insurance Expense	656.21
001-0513-513.4700	Printing / Binding Expen	123.82
001-0513-513.4800	Advertising / Promo - Ad	179.80
001-0513-513.5100	Office Supplies Expense	50.51
001-0513-513.5220	Uniforms Exp	4.96
001-0513-513.5400	Memberships, Publicati	100.00
001-0514-514.3409	Other Contract Services	187.68
001-0516-516.3400	Other Contract Services	375.36
001-0516-516.4500	Insurance	464.60
001-0516-516.5100	Office Supplies	33.87
001-0516-516.5400	Memberships, Publicati	160.00
001-0517-517.3400	Other Contract Services	640.32
001-0517-517.4100	Communications Expens	82.51
001-0517-517.4500	Insurance	402.46
001-0517-517.5100	Office Supplies Expense	355.48
001-0517-517.5200	Operating Supplies	-394.00
001-0517-517.5264	Small Equipment	1,889.89
001-0521-521.3400	Other Contract Services	2,502.16
001-0521-521.4100	Communications Expens	393.24
001-0521-521.4200	Postage	39.02
001-0521-521.4300	Utility - Public Services	59.35
001-0521-521.4500	Insurance Expense	4,279.50
001-0521-521.4620	Repair / Maint - Vehicles	675.67
001-0521-521.5100	Office Supplies Expenses	146.56
001-0521-521.5200	Operating Supplies	793.36
001-0521-521.5210	Fuel	2,112.87
001-0522-522.3400	Other Contract Services	1,358.04
001-0522-522.4100	Communications Expens	30.70
001-0522-522.4300	Utility - Public Services	251.10
001-0522-522.4500	Insurance Expense	2,334.07
001-0522-522.4610	Repair / Maint - Bldgs	50.00
001-0522-522.5200	Operating Supplies	-30.00
001-0522-522.5210	Fuel	337.19
001-0524-524.3102	Legal Services	775.47
001-0524-524.3400	Other Contract Services	2,596.73
001-0524-524.3401	Bldg / Fire Inspection Ex	150.00

Completed by

 Approved by


Account Summary

Account Number	Account Name	Expense Amount
001-0524-524.4100	Communications Expens	199.26
001-0524-524.4200	Postage	18.88
001-0524-524.4500	Insurance Expense	876.06
001-0524-524.4900	Other Current Chgs & O	-72.55
001-0524-524.5210	Fuel	53.32
001-0541-541.3400	Other Contract Services	593.04
001-0541-541.4100	Communications Expens	217.75
001-0541-541.4300	Utility - Public Services	580.85
001-0541-541.4500	Insurance Expense	5,411.14
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4620	Repair / Maint - Vehicles	1,008.70
001-0541-541.4640	Equipment Repair & Mai	287.88
001-0541-541.5100	Office Supplies Expenses	80.67
001-0541-541.5200	Operating Supplies	178.47
001-0541-541.5210	Fuel	915.16
001-0541-541.5220	Uniforms Exp	177.56
001-0541-541.5300	Road Repair Local Optio	-125.04
001-0541-541.6300	Improvements - Other T	10,322.94
001-0572-572.3400	Other Contract Services	217.00
001-0572-572.4300	Utility - Public Services	791.55
001-0572-572.4500	Insurance Expense	1,761.47
001-0572-572.4620	Repair / Maint - Vehicles	190.48
001-0572-572.5100	Office Supplies Expenses	29.80
001-0572-572.5200	Operating Supplies	118.83
001-0572-572.5210	Fuel	173.91
001-0572-572.5220	Uniforms Exp	80.73
001-2184000	Med/Health Employee Li	31,303.97
001-2185000	125 Plans Employee Pay	580.74
001-2201000	Deposits Paybl - CtyHall/	250.00
001-2291000	Due to M & M Develop	720.41
201-5170-517.7200	Debt Service Interest	2,446.78
401-0533-533.3401	Other Contract Services	1,285.88
401-0533-533.4100	Communications Expens	307.15
401-0533-533.4300	Utility - Public Services	408.39
401-0533-533.4400	Rental / Lease Expense	21.25
401-0533-533.4500	Insurance Expense	4,676.31
401-0533-533.4620	Repair / Maint - Vehicles	902.64
401-0533-533.4640	Repair / Maint - Equipm	246.34
401-0533-533.4700	Printing / Binding Expen	59.03
401-0533-533.5102	Office Supplies - Water	153.98
401-0533-533.5205	Operating Supplies Exp -	9,281.15
401-0533-533.5210	Fuel	519.09
401-0533-533.5220	Uniforms Exp	124.46
401-0533-533.5264	Small Equipment Purcha	330.43
401-0533-533.5500	Training	115.00
401-0533-533.7200	Debt Service Interest Ex	19,510.25
401-0535-535.3400	Other Contract Services	3,070.89
401-0535-535.4100	Communications Expens	209.40
401-0535-535.4300	Utility - Public Services	879.60
401-0535-535.4400	Rental / Lease Expense	21.25
401-0535-535.4500	Insurance Expense	4,273.85
401-0535-535.4600	Repair / Maint - Service	495.25
401-0535-535.4620	Repair / Maint - Vehicles	736.51
401-0535-535.4640	Repair / Maint - Equipm	8,341.08
401-0535-535.4700	Printing / Binding Expen	59.03
401-0535-535.5100	Office Supplies Expenses	282.40
401-0535-535.5200	Operating Supplies	7,859.61
401-0535-535.5210	Fuel	300.15

Account Summary

Account Number	Account Name	Expense Amount
001-0524-524.4100	Communications Expens	199.26
001-0524-524.4200	Postage	18.88
001-0524-524.4500	Insurance Expense	876.06
001-0524-524.4900	Other Current Chgs & O	-72.55
001-0524-524.5210	Fuel	53.32
001-0541-541.3400	Other Contract Services	593.04
001-0541-541.4100	Communications Expens	217.75
001-0541-541.4300	Utility - Public Services	580.85
001-0541-541.4500	Insurance Expense	5,411.14
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4620	Repair / Maint - Vehicles	1,008.70
001-0541-541.4640	Equipment Repair & Mai	287.88
001-0541-541.5100	Office Supplies Expenses	80.67
001-0541-541.5200	Operating Supplies	178.47
001-0541-541.5210	Fuel	915.16
001-0541-541.5220	Uniforms Exp	177.56
001-0541-541.5300	Road Repair Local Optio	-125.04
001-0541-541.6300	Improvements - Other T	10,322.94
001-0572-572.3400	Other Contract Services	217.00
001-0572-572.4300	Utility - Public Services	791.55
001-0572-572.4500	Insurance Expense	1,761.47
001-0572-572.4620	Repair / Maint - Vehicles	190.48
001-0572-572.5100	Office Supplies Expenses	29.80
001-0572-572.5200	Operating Supplies	118.83
001-0572-572.5210	Fuel	173.91
001-0572-572.5220	Uniforms Exp	80.73
001-2184000	Med/Health Employee Li	31,303.97
001-2185000	125 Plans Employee Pay	580.74
001-2201000	Deposits Paybl - CtyHall/	250.00
001-2291000	Due to M & M Develop	720.41
201-5170-517.7200	Debt Service Interest	2,446.78
401-0533-533.3401	Other Contract Services	1,285.88
401-0533-533.4100	Communications Expens	307.15
401-0533-533.4300	Utility - Public Services	408.39
401-0533-533.4400	Rental / Lease Expense	21.25
401-0533-533.4500	Insurance Expense	4,676.31
401-0533-533.4620	Repair / Maint - Vehicles	902.64
401-0533-533.4640	Repair / Maint - Equipm	246.34
401-0533-533.4700	Printing / Binding Expen	59.03
401-0533-533.5102	Office Supplies - Water	153.98
401-0533-533.5205	Operating Supplies Exp -	9,281.15
401-0533-533.5210	Fuel	519.09
401-0533-533.5220	Uniforms Exp	124.46
401-0533-533.5264	Small Equipment Purcha	330.43
401-0533-533.5500	Training	115.00
401-0533-533.7200	Debt Service Interest Ex	19,510.25
401-0535-535.3400	Other Contract Services	3,070.89
401-0535-535.4100	Communications Expens	209.40
401-0535-535.4300	Utility - Public Services	879.60
401-0535-535.4400	Rental / Lease Expense	21.25
401-0535-535.4500	Insurance Expense	4,273.85
401-0535-535.4600	Repair / Maint - Service	495.25
401-0535-535.4620	Repair / Maint - Vehicles	736.51
401-0535-535.4640	Repair / Maint - Equipm	8,341.08
401-0535-535.4700	Printing / Binding Expen	59.03
401-0535-535.5100	Office Supplies Expenses	282.40
401-0535-535.5200	Operating Supplies	7,859.61
401-0535-535.5210	Fuel	300.15

Account Summary

Account Number	Account Name	Expense Amount
401-0535-535.5220	Uniforms Exp	107.26
401-0535-535.5264	Small Equipment Purcha	2,671.04
401-0535-535.6300	Improvements - Other T	-200.00
401-0535-535.7200	Debt Service Interest Ex	19,510.25
401-0536-536.4100	Communications Expens	23.88
401-0536-536.4500	Insurance Expense	372.99
401-0536-536.4700	Printing/Binding	115.33
402-0534-534.3400	Other Contract Services	15,567.02
402-0534-534.4100	Communications - Solid	164.88
402-0534-534.4500	Insurance - Solid Waste	2,408.22
402-0534-534.4620	Repair/Maint Vehicles -	3,480.96
402-0534-534.5100	Office Supplies Expenses	71.75
402-0534-534.5200	Operating Supplies	35.08
402-0534-534.5210	Fuel	2,551.75
402-0534-534.5220	Uniforms - Solid Waste	72.80
502-0519-519.3401	Other Contract Services	200.00
502-0519-519.4300	Utility Public Service	561.70
502-0519-519.4500	Insurance	992.12
	Grand Total:	216,741.40

Project Account Summary

Project Account Key	Expense Amount
None	214,536.60
34	2,204.80
	Grand Total: 216,741.40



City of Bunnell, Florida

Agenda Item

ATTACHMENTS:

Description

Proposed Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MINUTES

Monday, January 23, 2017

7:00 PM

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

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

Mayor Robinson called the meeting to order at 7:00 PM and led the pledge to the flag.

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

Invocation for our Military Troops and National Leaders

Commissioner Baxley led the invocation.

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

C. Consent Agenda:

C.1. Approval of Warrant

- a. 2017 01 23 Warrant

C.2. Approval of Minutes

- a. 2017 01 09 City Commission Meeting Minutes

C.3. Request for Approval of Grant Agreement A7095-Heritage Trail Pocket Park

C.4. Request for Approval of Grant Agreement A7069 Bunnell-Booe Street Park

C.5. Request to Surplus Equipment and Vehicles.

Motion: Approve the Consent Agenda C-1, C-4 and C-5.

Motion by: Commissioner Baxley

Seconded by: Commissioner Robinson

Board Discussion: None.

Public Comments: None.

Vote: Motion carried 5-0.

Items C-2 and C-3 were pulled from the Consent Agenda for discussion.

C.2. Approval of Minutes

- a. 2017 01 09 City Commission Meeting Minutes

Motion: Approve Consent Agenda item C-2.

Motion by: Commissioner Robinson

Seconded by: Commissioner Baxley

Board Discussion: Vice Mayor Rogers stated he thought the Commission granted a 3% raise to the City Manager. There was discussion by the Board. Mayor Robinson and Commissioner Tucker confirmed the raise was 2% and that the minutes reflected the actions approved.

Public Comments: None.

Vote: Motion carried 5-0.

C.3. Request for Approval of Grant Agreement A7095-Heritage Trail Pocket Park

Motion: Deny approval of Grant Agreement A7095-Heritage Trail Pocket Park

Motion by: Commissioner Tucker

Seconded by: Commissioner Baxley (withdrawn during discussion); Commissioner Robinson seconded the motion after Commissioner Baxley's withdrawal

Board Discussion: Commissioner Tucker expressed concerns about any type of park being built at this location. His concerns were for safety as this is the busiest corner of the City, liability to the City and the need for the City to maintain this park in the future. Mayor Robinson stated the last design for this park was not a "true" park with play equipment or toys. City Manager Dan Davis explained the grant application and the design submitted was a "passive park" which had seating, but no climbing toys. He further explained this agreement is needed to start the bid process and construction. The City was awarded the grant based on the design submitted with the application. Mayor Robinson stated the City needs to do something to improve this corner of the City and this park would accomplish that goal. Commissioner Tucker advised he would rather the City sell this property and gain revenue instead of having the liability of people gathering at this site and have to maintain another park with limited staff and resources. Mr. Davis stated staff would do what is possible to keep the design of this park within the confines of the grant requirements.

Public Comments: Daisy Henry stated the City has been discussing doing something on this property for more than 3 years. This project would help with the beautification of the City.

Vote: Motion failed 1-4.

Yes: Commissioner Tucker

No: Mayor Robinson; Vice Mayor Rogers; Commissioner Baxley; Commissioner Robinson

Motion: Approve Grant Agreement A7095-Heritage Trail Pocket Park.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Baxley

Vote: Motion carried 4-1.

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

No: Commissioner Tucker

D. Public Comments:

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

Daisy Henry addressed the Commission. She stated lighting is needed along the Carver walking trail. She expressed concern for the resident on S. Anderson St.

whose house was damaged by a fire. The resident does not have the means to take the building down and she would like the City to help out. She also provided support for Commissioner Robinson's request for speedbumps on streets on the south side of the City and also stated they are needed on Elm Avenue. Her last comment was about an issue with one of her water bills.

Jeff Sample from the St. Johns River Water Management District advised the Governing Board approved the 20-year water supply plan and wanted to thank the City for their participation in the process. He also advised another grant cycle will open in March and invited the City to participate in the application process.

Richard Kurth (E. Magnolia St.) stated there is a need for speedbumps near his house. People have adjusted their routes to avoid the Colony Park area speedbumps and are speeding on East Magnolia to get to the school. If speedbumps are not possible, more stop signs would be acceptable too.

E. Ordinances: (Legislative):

E.1. Ordinance 2017-01 Voluntarily Annexing ±.40 acres of Property Located in Unincorporated Flagler County. -Second Reading: Attorney Vose read the short title into the record.

Motion: Adopt Ordinance 2017-01 Voluntarily Annexing ±.40 acres of Property Located in Unincorporated Flagler County.

Motion by: Vice Mayor Rogers

Seconded: Commissioner Baxley

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

E.2. Ordinance 2017-02 Moratorium on Medical Marijuana Dispensaries - Second Reading: Attorney Vose read the short title into the record.

Motion: Adopt Ordinance 2017-02 Moratorium on Medical Marijuana Dispensaries.

Motion by: Commissioner Tucker

Seconded: Commissioner Robinson

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

F. Resolutions: (Legislative):

F.1. Resolution 2017-01 Supporting the City of Flagler Beach's Request for the Florida Department of Transportation to Communicate with the Army Corps of Engineers regarding the Federal Beach Project: Attorney Vose read the short title into the record. City Manager Dan Davis advised Flagler Beach requested this support from the City.

Motion: Adopt Resolution 2017-01 Supporting the City of Flagler Beach's Request for the Florida Department of Transportation to Communicate with the Army Corps of Engineers regarding the Federal Beach Project.

Motion by: Vice Mayor Rogers

Seconded: Commissioner Robinson

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

G. Old Business: None

H. New Business:

H.1. City Manager's Monthly Report for December 2016

Board Discussion: Vice Mayor Rogers advised he likes the format of the report. Mayor Robinson agreed.

Note: No action/vote was taken.

I. Reports:

- **City Clerk:** None.
- **City Attorney:** None.
- **City Manager:**
 - Advised the City fared well from the storm. Crews were on standby if needed, but no damage has been discovered.
 - Provided an update on the Engineer. At this time, the Engineer will start in Flagler Beach next week. The Flagler Beach Attorney has not finished the Interlocal agreement draft which means the Commission may not have the agreement for their approval until the next meeting. He asked if there were any objections to the Engineer starting in Bunnell before the agreement is signed. The hours spent in Bunnell would still be tracked. There is money budgeted for the Engineer.
 - Discussed the Commission's request to review the codes listed in the civil citation schedule. A packet was handed out which lists all codes in the citation schedule. Directions on reviewing the packet were provided. It was requested the packets be turned into the City Manager or Clerk's office by the next meeting. Staff will review the responses and several workshops will be scheduled to discuss the selected codes.
- **Mayor and City Commissioners**
 - **Commissioner Tucker:** None.
 - **Commissioner Baxley:** None.
 - **Commissioner Robinson:** None.
 - **Vice Mayor Rogers:** None.
 - **Mayor Robinson:** The MLK Parade was held over the weekend.

J. Call for Adjournment.

Motion: Adjourn meeting at 7:49 PM.

Motion By: Commissioner Baxley

Seconded By: Commissioner Robinson

Vote: Motion carried 5-0.

Catherine D. Robinson, Mayor

Sandra Bolser, City Clerk

Date

Date



City of Bunnell, Florida

Agenda Item

Document Date: 1/23/2017 Amount: \$80,000
Department: Utilities Account #: 401.0533.533.6400
Subject: Request to purchase a 300 KW generator to replace the older unit at the Water Treatment Plant.
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
USDA Conditions Amendment	Contract
Extension Letter Request	Contract
FSA16-VEH14.0 Bid Document	Bid Package
USDA approval of Addt'l funds request	Exhibit

Summary/Highlights:

The USDA has approved a non-matching grant for the purchase of a new 300 KW Genset that will upgrade the old generator at the water treatment plant (WTP).

Background:

Due to its age and failure to perform during Hurricane Matthew, Staff recommends the replacement of the WTP's current, old generator. The generator is around a 1993 model with mostly analog controls, that over time fail due to weather and corrosion.

The current generator is very low on hours but age has reduced the trust and reliability to perform for the City water supply. Once retired, this Genset will be put on a trailer and modified for backup use during storm events. This unit will also be set up to assist the new Genset during services or to backup the other aged unit at the waste water treatment plant (WWTP).

Staff Recommendation:

Approve the purchase of the Genset through the Florida State Sheriff's bid from Ring Power, a Caterpillar dealer.

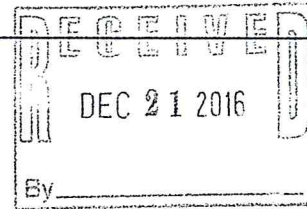
City Attorney Review:

Finance Department Review/Recommendation:

The Florida Sheriff's bid base bid specification is for a 125W, however it also lists an upgrade option for a 300KW generator. Base bid price is \$40,618 plus upgrade of \$14,855 equals a total of \$55,473. Also additional accessories are offered at cost plus 15%. The City is requesting two accessories a phoenix custom tank and an enclosure. In addition Ring Power gave the City a 10.9% discount to assist the City to meet the grant allowable budget. A budget resolution will be forth coming to budget the new grant allocation. Finance recommends approval.



United States Department of Agriculture



December 19, 2016

LETTER OF CONDITIONS AMENDMENT NO. 1

Honorable Catherine Robinson, Mayor
City of Bunnell
Attn: Stella Gurnee
PO Box 756
Bunnell, FL 32110-0756

Re: Water Treatment Plant Ion Exchange Project - Use of Remaining Project Funds

Dear Mayor Robinson:

This letter amends the Rural Development Letter of Conditions dated February 25, 2013 which was accepted by the City of Bunnell on the same date. All requirements of the previously issued Letter of Conditions remain in effect except as modified herein.

This Letter of Conditions Amendment No. 1 is being issued to acknowledge that excess Rural Development project funds will be used for the following additional water system improvements as outlined in City Manager Daniel Davis' letter dated September 12, 2016 and further supported in an undated letter from Utilities Manager Michael Baldwin:

1. Emergency Backup Power Supply Generator.
2. Generator partial enclosure.
3. Video surveillance cameras previously purchased and installed (\$2,488).
4. Additional video surveillance cameras.
5. Perimeter fence repair.

It is understood and agreed by the City that after completion of the original project and the aforementioned items, all remaining Water and Waste Disposal Program project funds will be de-obligated by Rural Development without further notification. All construction and procurement activities must be complete no later than March 31, 2017.

Should the City accept this Letter of Conditions Amendment No. 1, Rural Development will authorize the remaining project items to move forward to completion.

Rural Development • Ocala Area Office
2441 NE 3rd Street, Suite 204-1 • Ocala, FL 34470
Voice (352) 732-7534 • Fax (352) 732-9728

USDA is an equal opportunity provider and employer.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Please complete and return the attached Form RD 1942-46, *Letter of Intent to Meet Conditions* acknowledging your acceptance of the terms of this letter.

Sincerely,


Stephanie C. Hodges
Area Director

cc: CP - SO

Form RD 1942-46
(Rev. 6-98)

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT
FARM SERVICE AGENCY

FORM APPROVED
OMB NO. 0575-0015

LETTER OF INTENT TO MEET CONDITIONS

Date 12-19-2016

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

2441 NE 3rd Street, Suite 204-1
Ocala, FL 34470

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 12-19-2016. It is our intent to meet all of them not later than 03-31-2017.

City of Bunnell

BY Catherine Robinson
(Name of Association)
Catherine Robinson, Mayor

(Title)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Form RD 1942-46
(Rev. 6-98)

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City of Bunnell

(Name of Association)

BY

Catherine Robinson

Catherine Robinson, Mayor

(Title)

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CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

January 23, 2017

Stephanie C. Hodges
Area Director
Rural Development
United States Department of Agriculture
2441 NE 3rd Street, Suite 204-1 | Ocala, FL 34470

Dear Ms. Hodges,

The City of Bunnell is requesting that the March 31, 2017 deadline for the purchase of the new standby generator and its enclosure be extended to June 30, 2017.

The Caterpillar generator will be purchased under the Florida Sheriffs bid with Ring Power of Florida. Due to the nature of a custom ordered machine, the lead time is six to eight weeks once a City purchase order has been issued. The purchase order will add two weeks to the process. We believe the June 30th time frame will allow the order to be complete.

The enclosure will be constructed only after the generator is installed. Bids are being compiled now that the generator has been selected.

Sincerely,

Catherine D. Robinson
Mayor

The City of Bunnell is an Equal Opportunity Service Provider.

Post Office Box 756 · Bunnell, Florida 32110-0756 · 386-437-7500 · Fax 386-437-7503
www.bunnellcity.us



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

Name of Dealership	Type of Vehicle	Zone	Base Unit Price
125KW GENERATOR PACKAGE (Specification #70)			
Zabatt Power Systems	2017 AKSA ULJ-125	Western	\$30,870.00
Zabatt Power Systems	2017 AKSA ULJ-125	Northern	\$30,870.00
Zabatt Power Systems	2017 AKSA ULJ-125	Central	\$30,870.00
Zabatt Power Systems	2017 AKSA ULJ-125	Southern	\$30,870.00
Mid Florida Diesel, Inc	2017 Blue Star Power Systems JD125-02	★ Western	\$28,800.00
Mid Florida Diesel, Inc	2017 Blue Star Power Systems JD125-02	★ Northern	\$28,800.00
Mid Florida Diesel, Inc	2017 Blue Star Power Systems JD125-02	★ Central	\$28,800.00
Mid Florida Diesel, Inc	2017 Blue Star Power Systems JD125-02	★ Southern	\$28,800.00
Ring Power Corporaton	2017 Caterpillar D125-8	Western	\$40,618.00
Ring Power Corporaton	2017 Caterpillar D125-8	Northern	\$40,618.00
Ring Power Corporaton	2017 Caterpillar D125-8	Central	\$40,618.00
Pantropic Power	2017 Caterpillar D125-8	Southern	\$41,000.00
	2017 Doosan G150 WCU-3A-T4F	Western	-- NB --
	2017 Doosan G150 WCU-3A-T4F	Northern	-- NB --
	2017 Doosan G150 WCU-3A-T4F	Central	-- NB --
	2017 Doosan G150 WCU-3A-T4F	Southern	-- NB --
ACF Standby Systems	2017 Generac SD130	Western	\$33,300.00
ACF Standby Systems	2017 Generac SD130	Northern	\$33,300.00
ACF Standby Systems	2017 Generac SD130	Central	\$33,300.00
ACF Standby Systems	2017 Generac SD130	Southern	\$33,300.00
Hipower Systems	2017 Hipower HJW130T6U	Western	\$29,456.39
Hipower Systems	2017 Hipower HJW130T6U	Northern	\$29,456.39
Hipower Systems	2017 Hipower HJW130T6U	Central	\$29,456.39
Hipower Systems	2017 Hipower HJW130T6U	Southern	\$29,456.39

	2017 Multiquip DCA125SSJU4I	Western	-- NB --
	2017 Multiquip DCA125SSJU4I	Northern	-- NB --
	2017 Multiquip DCA125SSJU4I	Central	-- NB --
	2017 Multiquip DCA125SSJU4I	Southern	-- NB --
Tradewinds Power Corp.	2017 Tradewinds TP125	Western	\$38,290.00
Tradewinds Power Corp.	2017 Tradewinds TP125	Northern	\$38,290.00
Tradewinds Power Corp.	2017 Tradewinds TP125	Central	\$38,290.00
Tradewinds Power Corp.	2017 Tradewinds TP125	Southern	\$38,290.00
	2017 Wacker G150	Western	-- NB --
	2017 Wacker G150	Northern	-- NB --
	2017 Wacker G150	Central	-- NB --
	2017 Wacker G150	Southern	-- NB --



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

125KW GENERATOR PACKAGE SPECIFICATION #70

2017 AKSA ULJ-125
2017 Blue Star Power Systems JD125-02
2017 Caterpillar D125-8
2017 Doosan G150 WCU-3A-T4F
2017 Generac SD130
2017 Hipower HJW130T6U
2017 Multiquip DCA125SSJU4I
2017 Tradewinds TP125
2017 Wacker G150

Listed above you will find the model numbers of the vehicles that will be included in this year's contract. All items factory installed unless otherwise noted.

INCLUDED DELIVERY TO THE PURCHASER. OFFLOADING OF THE EQUIPMENT IS UPON THE RECEIVING PURCHASER.

1. GENERATOR REQUIREMENTS:

- a. Standby duty rated at 125.0 kW, 156.3 KVA, 8 power factor.
- b. 480 volts
- c. 3 phase, 60 hertz, 1800 rpm
- d. Directly connected to the engine flywheel housing with flex coupling.
- e. Generator shall meet performance class G3 of IEC.
- f. Unit shall be in compliance with and be UL 2200 labeled.

2. ENGINE:

- a. Water cooled diesel engine, sized for generator set.
- b. Emission compliant engine.

3. CONTROLS:

- a. Solid state, microprocessor based generator controls.
- b. Controls shall provide all operating, monitoring and control functions for generator set.

4. ENCLOSURE/SILENCER:

- a. Complete diesel engine generator set including control panel, engine starting batteries and fuel oil tank shall be enclosed in a factory assembled water protective, sound attenuated enclosure.
- b. Critical grade silencer.
- c. Companion flanges.
- d. Flexible stainless steel exhaust.

5. FUEL TANK:

- a. Double wall sub-base tank integral to enclosure.

- b. 24 hour capacity at 100% at full load.
- c. Rupture basin with 110% capacity.
- d. Locking fuel caps.
- e. Mechanical fuel level gauge.
- f. Low fuel level alarm contact.
- g. Fuel tank rupture alarm contact.
- h. Must meet UL 142 and FDEP standards.

6. BATTERY CHARGER:

- a. Current limiting battery charger to automatically charge batteries.
- b. Charger shall be dual charge rate with automatic switching to boost rate when required.
- c. Charger shall be mounted on genset package.

7. START UP AND TESTING:

- a. Vendor must coordinate all start up and testing activities with the engineer and owner. After installation is completed by others and normal power is available, the vendor must perform a one (1) day start-up including the use of building load. The start-up technician will instruct all necessary personnel how to operate and maintain the equipment in accordance to the manufacturer's requirements.

8. CONDITIONS:

- a. In addition to equipment specified, each generator shall be equipped with all standard equipment as specified by the manufacture for this model and shall include but not be limited to the following necessary items:
- b. Initial filling of oil and antifreeze.
- c. Shrink wrap applied to the product to ensure a clean finish.
- d. During the start-up, the technician shall record the following information and provide to the owner for his records:
- e. Record Operating Voltage, Hz, Ph, and connected load (Amperage)
- f. Package information consisting of Make of generator (Cat, Wacker, or Tradewinds), Model (TJ125 TP20, DP125, etc.), Serial number of complete package, and Start-up date.
- g. Record engine and generator serial numbers.
- h. One complete set of operation and maintenance manuals.
- i. Two (2) year or 1500 hour standard standby generator warranty. Labor, materials, and travel for the warranty period repair will be paid by manufacturer during normal business hours.

Disclosure: The Florida Sheriffs Association working in conjunction with manufacturers, dealers and distributors of vehicles/equipment does their best to ensure Model names, numbers and codes represent the latest information available at the time the bid documents are prepared. However, do to the nature of the business, it is recommended that you confirm this information with your dealer representative at the time you are requesting a confirming quote.



FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES

125KW GENERATOR PACKAGE SPECIFICATION #70

2017 Caterpillar D125-8

The Caterpillar D125-8 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$40,618.00	\$40,618.00	\$40,618.00	\$41,000.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	D125-8			
DEALER:	Ring Power Corporaton	Ring Power Corporaton	Ring Power Corporaton	Pantropic Power
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$40,618.00	\$40,618.00	\$40,618.00	\$41,000.00

Order Code	Delete Options	Western & Northern & Central	Southern
D50-6 ¹	Downgrade generator package - 20KW	NA	
	Downgrade generator package - 30KW	NA	
	Downgrade generator package - 50KW	(\$16,937.00) ¹	
	<i>DOWNGRADE TO BASE D50-6 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC156P WITH NO TANK, ENCLOSURE, OR EXHAUST ¹</i>		
D60-6 ¹	Downgrade generator package - 60KW	(\$16,320.00) ¹	
	<i>DOWNGRADE TO BASE D60-6 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC157P WITH NO TANK, ENCLOSURE, OR EXHAUST ¹</i>		
D80-8 ¹	Downgrade generator package - 80KW	(\$15,916.00) ¹	
	<i>DOWNGRADE TO BASE D80-8 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC222P WITH NO TANK, ENCLOSURE, OR EXHAUST ¹</i>		
D100-8 ¹	Downgrade generator package - 100KW	(\$13,659.00) ¹	
	<i>DOWNGRADE TO BASE D100-8 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC223P WITH NO TANK, ENCLOSURE, OR EXHAUST ¹</i>		
D125-8 ¹	Downgrade generator package - specify	(\$9,969.00) ¹	
	<i>DOWNGRADE TO BASE D125-8 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # NAC160P WITH NO TANK, ENCLOSURE, OR EXHAUST ¹</i>		
	Downgrade generator package - specify		
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VEHICLE:	D125-8			
DEALER:	Ring Power Corporaton	Ring Power Corporaton	Ring Power Corporaton	Pantropic Power
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	\$40,618.00	\$40,618.00	\$40,618.00	\$41,000.00

Delete option - specify

Western
& Northern
& Central

Southern

Order Code

Add Options

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

D150-10 ¹	Upgrade generator package - 150KW UPGRADE TO BASE D150-10 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER #NAC161P NO TANK, ENCLOSURE, OR EXHAUST ¹	(\$5,453.00) ¹
D175-4 ¹	Upgrade generator package - 175KW UPGRADE TO BASE D175-4 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER #NAC151P NO TANK, ENCLOSURE, OR EXHAUST ¹	(\$1,856.00) ¹
D200-2 200kW ¹	Upgrade generator package - 200KW UPGRADE TO BASE D200-2 CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER #NAC178P NO TANK, ENCLOSURE, OR EXHAUST ¹	\$3,080.00 ¹
C9 250kW ¹	Upgrade generator package - 250KW UPGRADE TO BASE C9 250kW CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # C09DE47 NO TANK, ENCLOSURE, OR EXHAUST ¹	\$9,738.00 ¹
C9 300kW ¹	Upgrade generator package - 300KW UPGRADE TO BASE C9 300kW CATERPILLAR DIESEL GENERATOR, INCLUDES ORDER # C09DE48 NO TANK, ENCLOSURE, OR EXHAUST ¹	\$14,855.00 ¹
	Upgrade generator package - specify	
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ACCESSORIES ¹	Optional equipment - specify PHOENIX CUSTOM TANKS AND ENCLOSURES - COST PLUS 15% (10% OVERHEAD & 5% PROFIT) ¹	25,760. ⁰⁰ <u>- 10%</u> 23,184. ⁰⁰
INSTALLATION ¹	Optional equipment - specify COMPLETE CUSTOM INSTALLATION - TURN KEY - COST PLUS 18% (13% OVERHEAD & 5% PROFIT) ¹	9715. ⁰⁰ <u>+ 15%</u> 11,172. ⁰⁰
DISCOUNT ¹	Optional equipment - specify 5% DISCOUNT ON ALL CATERPILLAR EXTENDED SERVICE COVERAGE WARRANTIES FROM PRICE LIST ¹	
DISCOUNT ¹ 10% DISCOUNT ²	Optional equipment - specify 10% DISCOUNT ON ALL CAT GENERATOR NON-SPECIFIED OPTIONS ¹ 10% DISCOUNT OFF CAT LIST PRICE FOR ALL GENERATOR MODELS AND OPTIONS ²	
	Maintenance Plan - specify	55,473
	Maintenance Plan - specify	+ 23,184
	Warranty - specify	+ 11,172
	Warranty - specify	89,829
	Warranty - specify	- 10.9%
		Discount
		80,000 TOTAL

1496

Ring Power®**Brooksville**
352-796-4978**Daytona Beach**
386-947-3363**Gainesville**
352-371-9983**Jacksonville**
904-737-7730**Lake City**
386-755-3997**Mulberry**
863-425-4951**Ocala**
352-732-2800**Orlando**
407-855-6195**Palm Bay**
321-952-3001**Perry**
850-584-2800**Pompano Beach**
854-977-5010**Sarasota**
941-753-7535**Tallahassee**
850-562-2121**Tampa**
813-671-3700**Tarpon Springs**
727-938-1515**QUOTE PER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT**Quote Prepared For:
City of Bunnell

1/19/2017

(1) NEW CATERPILLAR C9, 300kw DIESEL GENERATOR**CONTRACT DETAILS**

Florida Sheriff's Association
 Bid # FSA16-VEH14.0
 SPECIFICATION # 70 - 125 kW GENERATOR
 PACKAGE
 Effective: October 1, 2016 Through September 30, 2017

BASE MACHINE

BASE	2016 Caterpillar D125 as Specified in Contract	\$40,618
C9 300kW	C09DE48	UPGRADE TO BASE C9 300kW CATERPILLAR DIESEL GENERATOR
	DOES NOT INCLUDE TANK, ENCLOSURE OR EXHAUST	<u>\$14,855</u>
	TOTAL OF CONTRACT PRICING/SPECIFIED OPTIONS	\$55,473

NON-SPECIFIED OPTIONS**OPTIONAL EQUIPMENT**

277/480 Volt, Three Phase, .8 Power
 Factor
 600 Amp Breaker
 Permanent Magnet Excitation

ENCSA86 **Level II, Sound Attenuated Enclosure, Steel, 150 MPH** \$25,760

LESS 10% SHERIFF'S CONTRACT DISCOUNT (\$2,576)

TOTAL OF NON-SPECIFIED OPTIONS **\$23,184**

NON-CONTRACT OPTIONS / Phoenix Custom Fuel Tank

FT-
ACCESSORIES 198721200 48 Hours (1200 Gallons) \$9,715

COST PLUS 15% SHERIFF'S CONTRACT \$1,457

TOTAL OF NON-SPECIFIED OPTIONS **\$11,172**

LESS ADDITIONAL DISCOUNT (Pass through of manufacturers temporary pricing assistance) (\$9,829)

TOTAL TRANSACTION PRICE **\$80,000**

Discount
10.9%



December 5, 2016

Honorable Catherine Robinson
City of Bunnell
Attn: Stella Gurnee
PO Box 756
Bunnell, FL 32110-0756

Re: Water Treatment Plant Ion Exchange Project – Use of Remaining Funds

Dear Ms. Robinson:

We have reviewed the request for use of remaining construction funds contained in the letter from City Manager, Daniel Davis, dated September 12, 2016. The letter contains 12 items for consideration.

The following items as submitted in the City's letter are an allowable use of remaining funds:

1. Generator.	\$80,000
2. Generator partial enclosure.	6,888
3. Additional video surveillance cameras.	556
4. Video surveillance cameras	2,488
5. Perimeter fence repair	820
Total Funds:	<u>\$90,752</u>

Rural Development will require the City accept an amendment to the Letter of Conditions reflecting the approved use of remaining funds in the amount of \$90,752 and the de-obligation of any unused funds not needed for the aforementioned purposes. This letter will be forwarded in the following week.

Since the estimated cost for the items appear to be less than \$100,000, the City may procure this work with a sealed bid process or the small purchase procedure described in RUS Instruction 1780.

§1780.72 Procurement methods.

Procurement shall be made by one of the following methods: Small purchase procedures; competitive sealed bids (formal advertising); competitive negotiation; or noncompetitive negotiation. Competitive sealed bids (formal advertising) is the preferred procurement method for construction contracts.

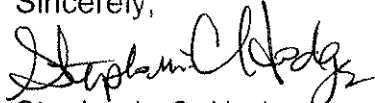
Rural Development • Ocala Area Office
2441 NE 3rd Street, Suite 204-1 • Ocala, FL 34470
Voice (352) 732-7534 • Fax (352) 732-9728

USDA is an equal opportunity provider and employer.

(a) Small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods that are sound and appropriate for a procurement of services, supplies or other property, costing in the aggregate not more than \$100,000. If small purchase procedures are used for a procurement, written price or rate quotations shall be requested from at least three qualified sources.

Please note, the procurement and/or reimbursement of these items will not commence prior to the acceptance of the Amendment to the Letter of Conditions.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephanie C. Hodges", written in a cursive style.

Stephanie C. Hodges
Area Director



ADAM H. PUTNAM
COMMISSIONER

Florida Department of Agriculture and Consumer Services
Florida Forest Service
VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

LEGAL NAME <u>Bunnell Volunteer Fire Department</u>		FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County) <u>Municipal</u>	
ADDRESS <u>P.O. Box 756</u>		IF COUNTY, LIST VFD'S BENEFITING FROM GRANT:	
CITY <u>Bunnell</u>			
STATE <u>Florida</u>	ZIP <u>32110</u>		
COUNTY <u>Flagler</u>	COUNTY #		
EMPLOYER IDENTIFICATION NUMBER (EIN) <u>59-6000285</u>			

IS FIRE DEPARTMENT LOCATED IN AN INCORPORATED TOWN? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/> IF YES, NAME OF TOWN: <u>Bunnell</u>		WHAT IS THE FIRE DEPARTMENT ISO RATING? <u>5/8 B</u>	
POPULATION OF TOWN: <u>2500 ±</u>		IS FIRE DEPARTMENT NIMS COMPLIANT? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
PROTECTED AREA: EST. POPULATION: <u>3000</u> SIZE: (SQ. MILES) <u>130</u>		CURRENT COOPERATIVE AGREEMENT WITH FFS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
		DISTANCE OF CLOSEST MUTUAL AID FIRE DEPARTMENT: <u>3 miles</u>	
		NAME OF FIRE DEPARTMENT: <u>Flagler County Fire</u>	

NUMBER OF FIREFIGHTERS: PAID: <u>0</u> VOLUNTEERS: <u>20</u>		HAS APPLICANT RECEIVED GRANT FUNDS FROM ANY SOURCE IN THE PAST 12 MONTHS? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
NO. OF INCIDENTS PAST YEAR: WILDLAND FIRE: <u>41</u> OTHER: <u>343</u>		IF YES, WHERE? <u>Florida Forest Service</u>	
NO. OF FIREFIGHTERS CERTIFIED AS: WILDLAND FIREFIGHTER I <u>1</u> WILDLAND FIREFIGHTER II <u>16</u>		AMOUNT: \$ <u>5000</u>	
		LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months) AMOUNT: \$ <u>110,000 ± City</u>	

LIST OF FIREFIGHTING VEHICLES:			
TYPE	MAKE/YR.MODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)
<u>Pierce Tanker Pumper</u>	<u>2008 International</u>	<u>1250</u>	<u>2000</u>
<u>Pierce Pumper</u>	<u>1998 Freightliner</u>	<u>1250</u>	<u>750</u>
<u>Woods Truck</u>	<u>1983 Military 6x6</u>	<u>150</u>	<u>1500</u>
<u>Woods Truck</u>	<u>1970 Military 6x6</u>	<u>300</u>	<u>1200</u>

ESTIMATED GRANT FUNDING REQUEST:		LIST OF EQUIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:	
FEDERAL	\$	NUMBER	DESCRIPTION
APPLICANT	\$ <u>12,000</u>		AMOUNT
COUNTY	\$		<u>Skid & poly tank</u>
TOTAL	\$		<u>5,000</u>
(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)			<u>Pump</u>
			<u>5,000</u>
			<u>Control panel, hose reel, valves</u>
			<u>4,000</u>
			<u>Small Equipment</u>
			<u>8,000</u>
			<u>Personal Protective Equipment</u>
			<u>8,000</u>

We understand that this is a 50 percent maximum cost-share program (Cooperative Forestry Assistance Act of 1978, PL 95-313), and that funds on deposit up to 50 percent of the actual purchase price of the items approved will be committed to our project. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION ARE TRUE AND CORRECT. THE GOVERNING BODY OF THE APPLICANT HAS DULY AUTHORIZED THIS DOCUMENT.

Type Name of Authorized Representative <u>Derek Fraser</u>	Title <u>Fire Chief</u>	Telephone Number: <u>(386) 931-0871</u>
Signature of Authorized Representative <u>Derek Fraser</u>	Date Signed and Submitted <u>1/21/17</u>	FAX: <u>(386) 437-7503</u>
		Email: <u>Dfraser@bunnellcity.us</u>

U. S. DEPARTMENT OF AGRICULTURE

*Certification Regarding Debarment, Suspension, and Other
Responsibility Matters - Primary Covered Transactions*

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Before completing certification, read instructions on reverse.)

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

<small>ORGANIZATION NAME</small> Bunnell Volunteer Fire Dept	<small>PR/AWARD NUMBER OR PROJECT NAME</small>
<small>NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</small> Derek Fraser, Fire chief	
<small>SIGNATURE</small> Derek Fraser	<small>DATE</small> 1/21/17

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

ASSURANCES -- NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
 - (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 961-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Health Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102 (a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition of \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

V, B-5 (02/05)

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13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for

research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Dwight G. ...</i>	TITLE <i>Fire chief</i>
APPLICANT ORGANIZATION <i>Bennell Volunteer Fire Dept</i>	DATE SUBMITTED <i>1/21/17</i>



City of Bunnell, Florida

Agenda Item

Document Date:	1/31/2017	Amount: \$1,000
Department:	Police	Account #: 001-0521-521-5264 Small Equipment
Subject:	JAG Grant award 2017-JAGD-1-F8-043	
Agenda Section:	Consent Agenda:	

ATTACHMENTS:

Description	Type
JAG Grant award	Exhibit

Summary/Highlights:

The Florida Department of Law Enforcement (FDLE) received an award from the United States Department of Justice (USDOJ) for FFY 2016 JAG Grant Funds. FDLE has allocated to the Bunnell Police Department \$1,000.00 for use by our agency.

Bunnell Police Department submitted our application requesting to use this money to purchase ten (10) HP Deskjet printers, black and tri-color cartridges and ten (10) USB Flash Drives for installation in the patrol vehicles.

Background:

Current staffing restrictions only allow one officer to patrol for a four to eight hour period. During this time, any activity requiring the printing of paperwork means the officer is required to respond back to the station, print required paperwork and then return to their location. Mobile printers would make the officer's job easier when they need to issue a summons, a citation, or other documentation and are a good choice for tagging evidence. In-vehicle and on-person automation is quickly taking the place of older handwritten processes that take too long.

Also, the Bunnell Police Department recently deployed additional security on portable mobile data terminals (MDTs) per FBI/FDLE guidelines requiring us to purchase the USB flash drives.

On 1/28/17, the BPD received confirmation that our application was approved.

Staff Recommendation:

Approve the acceptance of JAG grant award 2017-JAGD-1-F8-043.

City Attorney Review:

Finance Department Review/Recommendation:

Finance recommends acceptance of the JAG grant.



Subgrant Management

2017-JAGD-1927

SIMON*The Subgrant Information Management ON-line System*

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Application Summary

- [Applications/Contracts](#)
- [View Contract](#)
- [Subgrant Overview](#)
- [Subgrant Officials](#)
- [Grant Adjustments](#)
- [Financial Management](#)
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- [Monitoring Reports](#)
- [Financial Closeout Audit](#)
- [Subgrant Rescission](#)
- [Standard Forms](#)

Financial Reports

Subgrant Number:	2017-JAGD-FLAG-1-F8-043
Grant Manager:	Patricia L. Greene
Project Title:	POLICE VEHICLE ACCESSORES
Short Title:	2016JAGD18
Subgrantee:	City of Bunnell
Implementing Agency:	Bunnell Police Department
Project Start Date:	02/01/2017
Project End Date:	06/30/2017
Project Status:	Awarded/Open
Financial Closeout:	--
State Application used:	2017-JAGD
CFDA #:	16.738
Application Submitted By:	JoAnne S Noel
Application Federal / Match Budget:	\$1000.00 / \$0.00
Assigned EO Code:	F8
Assigned Account:	Flagler
Funding Status:	Awarded
Awarded Amount:	\$1000.00



City of Bunnell, Florida

Agenda Item

Document Date: 2/1/2017 Amount: \$732,126.79
Department: Finance Account #: N/A
Subject: Resolution 2017-02 Non-Ad Valorem Refunding Revenue Note Series 2017
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Resolution 2017-02 Non-Ad Valorem Refunding Revenue Note Series 2017	Resolution
Purchaser's Certificate	Exhibit
Bank Offer	Exhibit
Ameris Loan payoff letter	Exhibit

Summary/Highlights:

Resolution 2017-02 Non-Ad Valorem Refunding Revenue Note Series 2017 refinancing Non-Ad Valorem Refunding Note Series 2015.

Background:

Center State bank has offer the City a proposal to refunding the City's 2015 Non-Ad Valorem Refunding Note. The interest rate proposed is 2.39% as compared to the current loan rate of 2.8%. Interest savings over the life of the loan is approximately \$25,813. Annual debt service payments savings are anticipated to be approximately \$1,340. In additional the Bank has agreed to pay all closing costs. Bond Counsel has reviewed and drafted the attached resolution.

Staff Recommendation:

Adopt Resolution 2017-02, Authorizing 2017 Series Non-Ad Valorem Refunding Revenue Note.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend Adoption of Resolution 2017-02, Authorizing 2017 Series Non-Ad Valorem Refunding Revenue Note.

RESOLUTION NO. 2017-02

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2017 IN THE PRINCIPAL AMOUNT OF \$732,126.79 TO REFUND THE CITY'S OUTSTANDING NON-AD VALOREM REVENUE NOTE, SERIES 2015; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution. This Resolution is adopted pursuant to Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Parts I and II, Florida Statutes, the municipal charter of the City, and other applicable provisions of law (collectively, the "Act").

Section 2. Definitions. All capitalized undefined terms shall have the same meaning as set forth in this Resolution. In addition, 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.

"Ad Valorem Revenues" shall mean all revenues of the City derived from the levy and collection of ad valorem taxes.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which banks in Bunnell, Florida are authorized or required to be closed.

"City" shall mean the City of Bunnell, Florida, a Florida municipal corporation.

"City Attorney" shall mean Vose Law Firm LLP.

"City Clerk" shall mean the City Clerk of the City or any assistant or deputy City Clerk.

"City Manager" shall mean the City Manager of the City or any acting, assistant or deputy City Manager.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Debt Service Fund" shall mean the Debt Service Fund established with respect to the Note pursuant to Section 10 hereof.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the City.

"Maturity Date" shall mean February 26, 2030.

"Mayor" means the Mayor or Vice-Mayor of the City.

"Non-Ad Valorem Revenues" shall mean all legally available revenues of the City other than Ad Valorem Revenues.

"Note" shall mean the Non-Ad Valorem Refunding Revenue Note, Series 2017 authorized by Section 4 hereof.

"Note Counsel" shall mean Bryant Miller Olive P.A., or other national recognized bond counsel firm.

"Original Purchaser" shall mean CenterState Bank.

"Owner" shall mean the Person or Persons in whose name or names the Note shall be registered on the books of the City kept for that purpose in accordance with provisions of this Resolution.

"Person" shall mean natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Pledged Revenues" shall mean the Non-Ad Valorem Refunding Revenues budgeted, appropriated and deposited in the Debt Service Fund as provided herein.

"Principal Office" shall mean with respect to the Original Purchaser, 175 Cypress Point Parkway, Palm Coast, Florida 32164, or such other office as the Original Purchaser may designate to the City in writing.

"Resolution" shall mean this resolution, pursuant to which the Note is authorized to be issued, including any supplemental resolution(s).

"Series 2015 Note" shall mean the Non-Ad Valorem Revenue Note, Series 2015 issued in the original amount of \$825,000.

"State" shall mean the State of Florida.

Section 3. Findings.

(A) In February, 2015, the City issued the Series 2015 Note to provide financing and/or refinancing of the costs associated with the acquisition and improvement of the municipal complex comprising City Hall and to pay associated transaction costs.

(B) The Series 2015 Note is held by Ameris Bank and may be prepaid at any time without penalty.

(C) For the benefit of its citizens, the City finds, determines and declares that it is necessary for the continued preservation of the welfare and convenience of the City and its citizens to issue the Note to currently refund the Series 2015 Note. Issuance of the Note to refund the Series 2015 Note satisfies a public purpose.

(D) Debt service on the Note will be secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Refunding Revenues as provided herein. The Pledged Revenues will be sufficient to pay the principal and interest on the Note herein authorized, as the same become due, and to make all deposits required by this Resolution.

(E) The City shall never be required to levy ad valorem taxes or use the proceeds thereof to pay debt service on the Note or to make any other payments to be made hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. The Note shall not constitute a lien on any property owned by or situated within the city limits of the City.

(F) It is estimated that the Non-Ad Valorem Revenues will be available after satisfying funding requirements for obligations having an express lien on or pledge thereof and after satisfying funding requirements for essential governmental services of the City, in amounts sufficient to provide for the payment of the principal of and interest on the Note and all other payment obligations hereunder.

(G) The City has received a commitment from the Original Purchaser to purchase the Note (the "Commitment"), a copy of which is attached hereto as Exhibit B.

(H) 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.

(I) The City desires to make such determinations as are required to afford the Note "bank qualified" status for purposes of Section 265(b)(3) of the Code.

Section 4. Authorization of Note and the Project. Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Bunnell, Florida Non-Ad Valorem Refunding Revenue Note, Series 2017" is hereby authorized to be issued under and secured by this Resolution in the principal amount of \$732,126.79 for the purpose of currently refunding the Series 2015 Note. The Note is hereby authorized. Costs of issuance associated with the Note shall be paid by the Original Purchaser.

Due to the present volatility of the market for tax-exempt public obligations such as the Note, the need to access such market very quickly, the willingness of the Original Purchaser to purchase the Note at interest rates favorable to the City, and the critical importance of timing of the sale of the Note, the City has determined to sell the Note through a negotiated sale to the Original Purchaser, and it is hereby determined that it is in the best interest of the public and the City to accept the offer of the Original Purchaser to purchase the Note at a negotiated sale pursuant to the terms of the Commitment. The City Manager is hereby authorized to accept and execute the Commitment on behalf of the City.

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 C and a Disclosure Statement containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit D.

Section 5. This Resolution to Constitute Contract. In consideration of the acceptance of the Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the City and the Owner. The covenants and agreements herein set forth to be performed by the City shall be for the equal benefit, protection and security of the legal owner of the Note, all of which shall be of equal rank and without preference, priority or distinction of the Note over any other thereof, except as expressly provided therein and herein.

Section 6 Description of the Note. The Note shall be dated the date of its execution and delivery, which shall be a date agreed upon by the City and the Original Purchaser, subject to the following terms:

(A) Interest Rate. The Interest Rate on the Note shall be a fixed rate of interest equal to 2.39% per annum (the "Interest Rate"), subject to adjustment as provided herein and in the Note. Interest on the Note shall be calculated using a 360-day year consisting of twelve 30-day months.

(B) Principal and Interest Payment Dates. Interest on the Note shall be paid quarterly on each January 1, April 1, July 1 and October 1, commencing April 1, 2017. Principal

on the Note shall be paid in the amounts and on the dates set forth in the Note with a final maturity date of the Maturity Date.

(C) Prepayment of the Note. The Note shall be subject to prepayment as described in the Note.

(D) Form of the Note. The 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 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 7. 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 8. 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 9. 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 Revenues 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 Revenues 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 Revenues as described herein.

Section 10. Covenant to Budget and Appropriate. (A) Subject to the next paragraph, the City covenants and agrees and has a positive and affirmative duty to appropriate in its annual budget, by amendment, if necessary, from Non-Ad Valorem Revenues, and to deposit into the Debt Service Fund hereinafter created, amounts sufficient to pay principal of and interest on the Note not being paid from other amounts as the same shall become due. Such covenant and agreement on the part of the City to budget, appropriate and deposit such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated, deposited and actually paid. No lien upon or pledge of such budgeted Non-Ad Valorem Revenues shall be in effect until such monies are budgeted, appropriated and deposited as provided herein. The City further acknowledges and agrees that the obligations of the City to include the amount of such appropriations in each of its annual budgets and to pay such amounts from Non-Ad Valorem Revenues may be enforced in a court of competent jurisdiction in accordance with the remedies set forth herein.

Until such monies are budgeted, appropriated and deposited as provided herein, such covenant to budget and appropriate does not create any lien upon or pledge of such Non-Ad Valorem Revenues, nor does it preclude the City from pledging in the future its Non-Ad Valorem Revenues, nor does it require the City to levy and collect any particular Non-Ad Valorem Revenues, nor does it give the Owner of the Note a prior claim on the Non-Ad Valorem Revenues as opposed to claims of general creditors of the City. Such covenant to budget and appropriate Non-Ad Valorem Revenues is subject in all respects to the prior payment of obligations secured by a lien on and pledge of specific components of the Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds and other debt instruments). Anything in this Resolution to the contrary notwithstanding, it is understood and agreed that all obligations of the City hereunder shall be payable from the portion of Non-Ad Valorem Revenues budgeted, appropriated and deposited as provided for herein and nothing herein shall be deemed to pledge ad valorem tax power or Ad Valorem Revenues or to permit or constitute a mortgage or lien upon any assets owned by the City and no Owner of the Note nor any other person, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the City or the use or application of Ad Valorem Revenues in order to satisfy any payment obligations hereunder or to maintain or continue any of the activities of the City which generate user service charges, regulatory fees, or any other Non-Ad Valorem Revenues. Notwithstanding any provisions of this Resolution or the Note to the contrary, the City shall never be obligated to maintain or continue any of the activities of the City which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues. Until such monies are budgeted, appropriated and deposited as provided herein, neither this Resolution nor the obligations of the City hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the City, but

shall be payable solely as provided herein subject to the availability of Non-Ad Valorem Revenues after satisfaction of funding requirements for obligations having an express lien on or pledge of such revenues, payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the City, and the provisions of Section 166.241, Florida Statutes, insofar as there are not sufficient Non-Ad Valorem Revenues to comply with such covenant after the satisfaction of the funding requirements for obligations having an express lien on or pledge of such revenues and the funding requirements for essential governmental services of the City.

There is hereby created and established the "City of Bunnell, Florida Non-Ad Valorem Revenue Note, Series 2017 Debt Service Fund," which fund shall be a trust fund held by the City Manager, which shall be held solely for the benefit of the Owner of the Note. The Debt Service Fund shall be deemed to be held in trust for the purposes provided herein for such Debt Service Fund. The money in such Debt Service Fund shall be continuously secured in the same manner as state and municipal deposits are authorized to be secured by the laws of the State. The designation and establishment of the Debt Service Fund in and by this Resolution shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the City for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided. The City may at any time and from time to time appoint one or more depositories to hold, for the benefit of the Owner of the Note, the Debt Service Fund established hereby. Such depository or depositories shall perform at the direction of the City the duties of the City in depositing, transferring and disbursing moneys to and from such Debt Service Fund as herein set forth, and all records of such depository in performing such duties shall be open at all reasonable times to inspection by the City and its agent and employees. Any such depository shall be a bank or trust company duly authorized to exercise corporate trust powers and subject to examination by federal or state authority, of good standing, and having a combined capital, surplus and undivided profits aggregating not less than fifty million dollars (\$50,000,000).

(B) Until applied in accordance with this Resolution, the Non-Ad Valorem Revenues of the City on deposit in the Debt Service Fund and other amounts on deposit from time to time therein, plus any earnings thereon, are pledged to the repayment of the Note.

Section 11. Application of Proceeds of Note. Upon issuance of the Note, the City will apply the proceeds of the Note to currently refund the full principal balance of the Series 2015 Note, and shall apply other legally available funds of the City (which may include moneys on deposit in the funds and accounts created for the benefit of the Series 2015 Note) toward payment in full of any accrued interest then due on the Series 2015 Note.

The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the

City's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments 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 fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

Section 12. 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.

Section 13. 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 14. 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 15. Note Mutilated, Destroyed, Stolen or Lost. In case any of 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 16. 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 17. Events of Default; Remedies of Owner of the Note.

(A) The following shall constitute "Events of Default": (i) if the City fails to pay any payment of principal of or interest on the Note as the same becomes due and payable and is not cured within ten days (a "Payment Default"); (ii) if the City defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the City relating to bankruptcy, reorganization, arrangement or readjustment of debt of the City or for any other relief relating to the City under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the City, and the continuance of any such event for 90 days undismissed or undischarged.

(B) In the event of a Payment Default, the Owner may, at its option, collect a late charge equal to five percent (5%) of the amount owing if any payment due on the Note is not received by the Owner within ten (10) days after the payment is due.

(C) The Interest Rate applicable to the Note shall increase to the default rate of 5.39% upon the occurrence and during the continuation of an Event of Default.

(D) Upon the occurrence and during the continuation of any Event of Default, the Owner may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the City. In case of an Event of Default described in (i) above, the City shall also be obligated to pay as part of the indebtedness evidenced by the Note, all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred at all levels of the proceedings, including on appeal or incurred in any proceeding under any bankruptcy laws as they now or hereafter exist.

(E) In the event the Owner exercises any of the remedies set forth in this Resolution or the Note to protect and enforce its rights hereunder, the Owner 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.

Section 18. 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 270 days of the Fiscal Year end.

The City shall provide a copy of its annual budget to the Owner within 30 days of adoption, and shall provide such other financial information from time to time as is reasonably requested by the Owner.

Section 19. 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 20. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State of Florida.

Section 21. 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," "hereinafter," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 22. 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 23. 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 24. Bank Qualified. The City has previously designated the Series 2015 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The City did not issue more than \$10,000,000 of "tax-exempt" obligations during calendar year 2015. The principal amount of the Note does not exceed the outstanding principal amount of the Series 2015 Note, and the weighted average maturity of the Note does not exceed the remaining weighted average maturity of the Series 2015 Note (within the meaning of Section 147(b) of the Code). As a result of the foregoing, the Note will be deemed designated as a "qualified tax-exempt obligation" as provided in Section 265(b)(3)(D)(ii) of the Code.

Section 25. Repeal of Inconsistent Provisions. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 26. 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.

[Remainder of page intentionally left blank]

Section 27. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY PASSED AND ADOPTED this ____ day of February, 2017, at a regular meeting of the City Commission of the City of Bunnell, Florida.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine Robinson, Mayor

ATTEST:

By: _____
Sandra Bolser, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
FORM OF NOTE

Dated Date: February __, 2017

\$732,126.79

Interest Rate 2.39%

CITY OF BUNNELL, FLORIDA
NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2017

KNOW ALL MEN BY THESE PRESENTS that City of Bunnell, Florida (the "Issuer"), a municipal corporation created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of CENTERSTATE BANK. or registered assigns (hereinafter, the "Owner"), the principal sum of \$732,126.79, on the dates and in the amounts as hereinafter described, together with interest on the principal balance at the "Interest Rate" described below, calculated on a 30/360-day basis; provided, however, that the Interest Rate, as adjusted, shall in no event exceed the maximum interest rate permitted by applicable law. This Note shall have a final "Maturity Date" of February 26, 2030.

The Interest Rate is equal to 2.39% per annum.

Principal and interest shall be payable to the Owner on each January 1, April 1, July 1 and October 1, commencing on April 1, 2017.

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 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 date for the payment of principal and interest hereon shall fall on a day which is not a Business Day the payment due on such date shall be due on the next succeeding day which is a Business Day, but the Issuer shall not receive credit for the payment until it is actually received by the Owner.

All payments by the Issuer pursuant to this Note shall apply first to accrued interest, then to other charges due the Owner, and the balance thereof shall apply to principal.

The Owner may, at its option, collect a late charge equal to five percent (5%) of the amount owing if any payment due hereunder is not received by the Owner within ten (10) days after the payment is due.

If (i) after a Determination of Taxability (as defined below) the interest on this Note becomes includable in the gross income of the Owner for Federal income tax purposes, then the Owner shall have the right to adjust the Interest Rate in order to maintain the same after-tax yield as if the Determination of Taxability had not occurred. This adjustment 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.

"Determination of Taxability" shall mean, with respect to this Note, the circumstance that shall be deemed to have occurred if interest paid or payable on this Note becomes includable for federal income tax purposes in the gross income of the Owner as a consequence of any action or inaction by the City. A Determination of Taxability will be deemed to have occurred upon (a) the receipt by the City or the Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on this Note is includable in the gross income of the Owner; (b) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on this Note is includable in the gross income of the Owner; or (c) receipt by the City or the Owner of an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions to the effect that any interest on this Note has become includable in the gross income of the Owner for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner. A Determination of Taxability shall not occur in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum tax imposed on corporations.

In the case of (a) and (b) above, upon the Determination of Taxability and timely written notice thereof, the City shall have an opportunity to participate in and seek, at its own expense, a final administrative determination or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the existence of such event of taxability; provided that the City, at its own expense, delivers to the Owner an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions acceptable to the Owner to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

THIS NOTE DOES NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL, STATUTORY OR CHARTER PROVISION OR LIMITATION, AND IT IS EXPRESSLY AGREED BY THE OWNER OF THIS NOTE THAT SUCH NOTEHOLDER SHALL NEVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE ISSUER OR TAXATION OF ANY REAL OR PERSONAL PROPERTY THEREIN OR THE USE OF AD

VALOREM REVENUES FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS NOTE OR THE MAKING OF ANY OTHER PAYMENTS PROVIDED FOR IN THE RESOLUTION.

This Note is issued pursuant to the Constitution and laws of the State of Florida, Chapter 166, Part II, Florida Statutes, the Charter of the Issuer, and other applicable provisions of law, and a resolution duly adopted by the Issuer on February ____, 2017, as amended and supplemented from time to time (herein referred to as the "Resolution"), and is subject to all the terms and conditions of the Resolution. Payment of the Note is secured by a covenant to budget, appropriate and deposit Non-Ad Valorem Revenues of the Issuer and a pledge of lien upon the Pledged Revenues, in the manner and to the extent described in the Resolution. Terms used herein in capitalized form and not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Upon and during the continuation of an Event of Default, the Owner may increase the interest rate applicable to the Note to 5.35% per annum. In addition to the remedies in the Resolution in the Event of Default, 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.

Unless earlier prepaid, the principal amount of this Note shall be paid in the following amounts on the following dates:

<u>Dates</u>	<u>Amounts</u>	<u>Dates</u>	<u>Amounts</u>
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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.

It is hereby certified, recited and declared that all acts, conditions and prerequisites required to exist, happen and be performed precedent to and in the execution, delivery and the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Note is in full compliance with and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the Mayor, and attested by the City Clerk and approved as to form and correctness by the City Attorney, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, all as of the Date of Issuance above.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine D. Robinson
Mayor

ATTESTED AND COUNTERSIGNED:

Sandra Bolser, CMC
City Clerk

EXHIBIT B
CENTERSTATE BANK COMMITMENT LETTER

EXHIBIT C
FORM OF PURCHASER'S CERTIFICATE

This is to certify that CenterState 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 \$732,126.79 Non-Ad Valorem Refunding Revenue Note, Series 2017 (the "Note"), dated February __, 2017, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Note 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 February __, 2017 (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 Revenues").

We have made such independent investigation of the Pledged Revenues 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 Bond Resolution 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, Note Counsel nor the Issuer's Attorney shall have any obligation to effect any such registration or qualification.

DATED this ____ day of February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT D
FORM OF DISCLOSURE STATEMENT

The undersigned, as Purchaser, proposes to negotiate with the City of Bunnell, Florida (the "Issuer") for the private purchase of its \$732,126.79 City of Bunnell, Florida, Non-Ad Valorem Refunding Revenue Note, Series 2017 (the "Note"). 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 Purchaser):

Upchurch Bailey & Upchurch, PA
Purchaser's Counsel: _____

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 to currently refund the City's Non-Ad Valorem Revenue Note, Series 2015, the proceeds of which were used to finance and/or refinance the acquisition and improvement of the municipal complex comprising City Hall.

Unless earlier prepaid, the Note is expected to be repaid on February 26, 2030. At an interest rate of 2.39%, total interest paid over the life of the Note is estimated to be \$_____.

The Note will be payable solely from a covenant to budget, appropriate and deposit from Non-Ad Valorem Revenues sufficient to make such payments, appropriated and

deposited as described in a resolution of the Issuer adopted on February __, 2017 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem 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:

CenterState Bank
175 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 February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT B
CENTERSTATE BANK COMMITMENT LETTER

EXHIBIT C
FORM OF PURCHASER'S CERTIFICATE

This is to certify that CenterState 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 \$732,126.79 Non-Ad Valorem Refunding Revenue Note, Series 2017 (the "Note"), dated February __, 2017, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Note 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 February __, 2017 (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 Revenues").

We have made such independent investigation of the Pledged Revenues 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 Bond Resolution 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, Note Counsel nor the Issuer's Attorney shall have any obligation to effect any such registration or qualification.

DATED this ____ day of February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT D
FORM OF DISCLOSURE STATEMENT

~~Following a competitive selection process, the~~The undersigned, as Purchaser, proposes to negotiate with the City of Bunnell, Florida (the "Issuer") for the private purchase of its \$732,126.79 City of Bunnell, Florida, Non-Ad Valorem Refunding Revenue Note, Series 2017 (the "Note"). 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~~Purchaser):

Upchurch Bailey & Upchurch, PA
Purchaser's Counsel: _____

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 to currently refund the City's Non-Ad Valorem Revenue Note, Series 2015, the proceeds of which were used to finance and/or refinance the acquisition and improvement of the municipal complex comprising City Hall.

Unless earlier prepaid, the Note is expected to be repaid on February 26, 2030. At an interest rate of 2.39%, total interest paid over the life of the Note is estimated to be \$_____.



January 12, 2017

City of Bunnell, Florida
Attention: Mr. Dan Davis, City Manager and Ms. Stella Gurnee, Finance Director
PO Box 756
Bunnell, FL 32110

Dear Mr. Davis and Ms. Gurnee:

It is our pleasure to advise you that CenterState Bank of Florida, N.A (hereinafter referred to as "Bank") has approved your loan request on behalf of the City of Bunnell, Florida, subject to the following terms and conditions.

It is the Borrower(s) responsibility to read this Commitment carefully and retain a copy for purposes of diligently meeting all conditions outlined herein on or before the expiration date(s) specified herein. All provisions and conditions of this Commitment must be met to the Bank's and/or its Counsel's approval and satisfaction in their sole discretion. Please review this Commitment and any attachments hereto, which further govern the conditions of the Commitment.

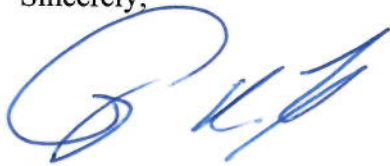
Borrower:	City of Bunnell, Florida ("City" or "Borrower")
Purpose:	Refinance/Refund an existing Non-Ad Valorem Note, Series 2015 in an approximate amount of \$732,126.
Loan Amount and Type:	Not to exceed \$732,126.79 (Seven Hundred Thirty Two Thousand One Hundred Twenty Six Dollars and Seventy Nine Cents). This loan is anticipated to close on or before February 15, 2017. This loan shall be structured as a bank qualified tax exempt term loan.
Collateral:	The Note will be collateralized by a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues. This is further defined as all covenants sets forth in the Master Bond Resolution related to Non-Ad Valorem Revenues which shall be budgeted, appropriated, and deposited in the Debt Service Fund shall be maintained within the resolution for this loan, as is currently in place in Resolution 2015-06.
Maturity Date:	February 26, 2030

Interest Rate:	The loan shall be a bank qualified tax exempt term loan with a fixed rate of 2.39% for the term of the loan.
Repayment Terms:	Principal and Interest on the Note shall be payable quarterly on each January 1, April 1, July 1, and October 1 of each year for the term of the loan, commencing on April 1, 2017; with one final payment on February 26, 2030 at which time the loan shall be paid in full. Interest shall be calculated on a 30/360 day basis. Quarterly principal and interest payments shall be further described based on an amortization schedule to be determined by the City's Bond Counsel as described with the Note, and acceptable to the bank.
Prepayment Penalty:	The Borrower may prepay the Note at any time without any prepayment penalty.
Late Fees:	Bank may at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.
Event of Default:	Upon an "Event of Default" as described in the Master Bond Resolution, the holder may recover from the Borrower 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.
Default Rate:	5.39%
Bank Fees:	Closing costs including bank bond counsel fees, and bond counsel for the borrower, shall be paid by the bank in an amount not to exceed \$10,000. In the event this loan does not close due to any actions or inactions by the borrower, the borrower agrees to reimburse the bank for any out of pocket expenses incurred plus a commitment fee of \$2,500.00.
Covenants:	<ol style="list-style-type: none"> 1) Audited annual financial report within 270 days of fiscal year end and the City's Budget within 30 days of adoption shall be provided to the Bank by the Borrower. 2) Bond documents to be reviewed and approved by Bank's counsel, 3) Borrower shall provide such other financial information from time to time as is reasonably requested by the Bank.
Conditions:	The interest rate would be adjusted to provide the Bank the same after tax yield if there is a determination of taxability as to the interest payable on the bond as a result of any action or inaction of the borrower.

Commitment/Closing**Expiration Date:** February 15, 2017**Defaults and Remedies:** Usual and customary defaults and remedies for a transaction of this type. Including without limitation, all defaults and remedies currently set forth in the Resolution 2015-06.**Representations:** Usual and customary representations for a transaction of this type.**Governing Law:** State of Florida**Bond Counsel:** The Borrower shall engage Bond Counsel (Bryant Miller Olive) that will prepare all financing documents. Bond Counsel will deliver a standard bond counsel opinion to the Bank as to the tax-exempt status of the bond, the bank qualified status of the bond, the exemption of the bond from registration under applicable securities laws and other matters customarily provided in a transaction of this type, which shall be satisfactorily reviewed by Bank Counsel.**Additional Conditions/Requirements:** See the attachments to this document for additional conditions/requirements, items 1 to 7 (pages 4-5).

We sincerely appreciate this opportunity to meet the financial needs of the City of Bunnell, Florida, and look forward to a mutually beneficial relationship. We trust this Commitment is in keeping with your understanding of our conversations. If so, please have an authorized representative of the borrower sign where shown and return this Commitment to us together with all fees and documentation required by the Commitment Expiration Date shown above.

Sincerely,



Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:**Name:** _____**By:** _____**Date:** _____**Authorized Signatory:** City of Bunnell, Florida

OTHER CONDITIONS/REQUIREMENTS:

1. **LOAN COLLATERAL/SECURITY:** If repayment of this loan shall be secured by collateral, Borrower hereby warrants to Bank that they have full authorization and capacity to pledge valid lien on same, or Borrower will secure such authorization/documentation at or before closing to the satisfaction of Bank's Counsel. Such verifications shall not relieve Borrower of liability as to misinformation or fraud. Borrower agrees to provide Bank with true and exact copies of all certificates, or other such evidence as applicable to all security, to the satisfaction of the Bank or Bank's Counsel, upon acceptance of this Commitment. Borrower understands that Bank relies on one hundred percent of all value of collateral pledged rather than just a partial percentage thereof. Any "equity" value which might exist in assets pledged shall also serve as collateral for this loan. Borrower shall execute such documentation as deemed necessary by Bank and/or Bank's Counsel in their sole discretion to grant Bank a secured position in the collateral.
2. **INTEREST:** This loan shall bear interest which shall accrue, under the simple interest (30/360 day) method, on the funded and outstanding principal balance from time to time.
3. **NON-ASSIGNABILITY:** Neither this Commitment nor the proceeds of the loan contemplated herein shall be assignable by Borrower without prior written consent of the Bank. This loan is not assumable.
4. **CLOSING:** Unless otherwise specified in writing, this Commitment, the loan transaction contemplated hereby, and all loan documents executed pursuant hereto shall be construed according to all applicable State and Federal governmental regulations and Bank policies. All provisions of this Commitment shall survive the closing of the loan transaction contemplated herein.
5. **BORROWER'S REPRESENTATIONS:** This Commitment has been issued to Borrower on the basis of all information provided by Borrower and all representations, exhibits, data, and other materials submitted with or in support of Borrower's loan application. Any misinformation or withholding of material information incident thereto shall, at the option of Bank, void all of the Bank's obligations hereunder, and shall give Bank full rights of recourse under applicable law. In addition, should economic conditions decline in general for the Borrower, or should other factors change which were considered important by the Bank in issuing this Commitment, the Bank, in its sole discretion, may withdraw the Commitment without penalty or retribution from the Borrower; and hold the Bank harmless now and in the future as to any claims of lender liability and agrees the Bank has acted properly and in good faith in all respects throughout this transaction.
6. **BORROWING AUTHORITY:** Prior to closing, Borrower shall provide Bank with true and exact copies of all Articles, By-Laws, Opinion of Borrower Counsel, Incumbency Statements, Agreements, Current Certificates of Good Standing, and appropriate Minutes for any non-person entity involved in the transaction contemplated herein, as to the exact legal status and capacity of each such entity to execute their

respective agreements outlined herein. At closing, Borrower shall execute appropriate Resolutions and Agreements, all to the Bank or Bank's Counsel's satisfaction.

7. **INCLUSIVENESS/SEVERABILITY:** Borrower understands that this Commitment attempts to outline most of the key, general terms and conditions of the proposed loan and is not, nor does it attempt to be, all-encompassing. Any omissions herein or conflicts with loan closing documents shall not construe liability to Bank; further requirements by the Bank or Bank's counsel and/or loan closing documents shall supersede and have precedence over this Commitment. Any release, waiver, or changes allowed by Bank in any part of this Commitment shall not invalidate or change any remaining requirements or clauses. Where applicable in this Commitment, the plural tense shall suffice for the singular, and vice-versa, as to referencing all parties hereto. All parties as recipients hereof, regardless of type of involvement, shall be responsible for meeting all provisions of this Commitment.

CenterState Bank of Florida, N.A.

By: _____


Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

City of Bunnell, Florida

By: _____
(Print Name)

Date: _____

Authorized Signatory: _____



February 1, 2017

City of Bunnell
PO Box 756
Bunnell, FL 32110-0756

RE: City of Bunnell

To Whom It May Concern:

Upon your request, below is the payoff information for loan 7691000528-101

Payoff Detail:

Current Principal: \$732,126.79

Interest to 02/14/2017: \$2,446.78 Daily Accrual of 56.9431948

Late Charges: 0.00

Total Payoff: \$734,573.57

Wire Instructions:

Ameris Bank 225 South Main Street Moultrie, GA 31768
Routing Number: 061201754
Account Number: 999152000
Beneficiary Account Name: City of Bunnell
Special Instructions: Pay off loan 7691000528-101

Overnight Mailing Address

Ameris Bank Attn: Brett Swartz 1259 W. Granada Blvd Ormond Beach, FL 32174

Please contact me should this time need to be extended or if you have any questions.

Regards,
Brett R. Swartz





City of Bunnell, Florida

Agenda Item

Document Date: 2/1/2017 Amount: \$1,938,255
Department: Finance Account #: N/A
Subject: Resolution 2017-03 Authorizing WS Refunding Note
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Ordinance 1970-12	Exhibit
Resolution 2017-03 Authorizing WS Refunding Note	Resolution
Center State Bank Offer Letter	Exhibit
Ameris Loan Payoff	Exhibit

Summary/Highlights:

Request to refund City's 2015 Water Sewer Refunding Note.

Background:

Center State bank has offer the City a proposal to refunding the City's 2015 Water Sewer Refunding Note. The interest rate proposed is 2.39% as compared to the current loan rate of 2.7%. Interest savings for the life of the loan is approximately \$42,448. Average annual debt service payments savings are anticipated to be approximately \$2,966. In additional the Bank has agreed to pay all closing costs. Final approval is subject to parity approval from USDA. Bond Counsel has reviewed and drafted the attached resolution.

Staff Recommendation:

Adopt resolution 2017-03 Authorizing WS Refunding Note contingent upon USDA Final parity approval.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

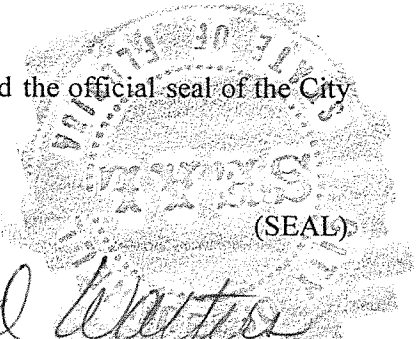
Recommend adopting resolution 2017-03 Authorizing WS Refunding Note contingent upon USDA Final parity approval..

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.



Beth D. Walters
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.

<u>Date of</u> <u>Registration</u>	<u>Name and Address of</u> <u>Registered Owner</u>	<u>Signature of</u> <u>Bond Registrar</u>

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. Halland
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 NO. 2017-03

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING ISSUANCE OF THE CITY'S \$1,938,255.63 WATER AND SEWER SYSTEM REFUNDING REVENUE NOTE, SERIES 2017, TO REFUND THE CITY'S OUTSTANDING WATER AND SEWER SYSTEM REFUNDING REVENUE NOTE, SERIES 2015; 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, the ordinance enacted by the Issuer on December 7, 1970, as amended and supplemented (the "Original Instrument"), 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.

"Bonds" shall mean the Series 2017 Note issued pursuant to this Resolution, the Parity Obligations and any additional parity bonds issued pursuant to the Original Instrument.

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

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

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

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

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

"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 2017 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.

"Maturity Date" shall mean May 21, 2030, the maturity date of the Series 2017 Note.

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

"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 Sinking Fund or the Reserve Account therein, 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.

"Original Purchaser" means CenterState Bank, the purchaser of the Series 2017 Note.

"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.

"Refunding Bonds" shall mean any series of Bonds the proceeds of which will be applied to the refunding of any previously issued Bonds.

"Reserve Account" shall mean the Account within the Sinking Fund referred to in Section 3.02(C) hereof.

"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 Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$1,051,900, which were currently refunded with proceeds of the Series 2015 Note.

"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, which were currently refunded with proceeds of the Series 2015 Note.

"Series 2015 Note" shall mean, the Water and Sewer System Refunding Revenue Note, Series 2015 issued in the original principal amount of \$2,050,000, which is currently held by Ameris Bank.

"Series 2015 Bonds" 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, currently held by the Government.

"Series 2017 Note" or "Note" shall mean the Issuer's Water and Sewer System Refunding Revenue Note, Series 2017, issued hereunder.

"Sinking Fund" shall mean the "City of Bunnell, Florida Water and Sewer System Refunding Revenue Note, Series 2017, Bond and Interest Sinking Fund," as referred to in Section 3.02(C) hereof.

"Subordinate Debt" shall mean debt obligations secured by Pledged Funds on a junior and inferior basis to the Series 2017 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;

"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; 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.

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 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 Series 2015 Note was issued to currently refund the Series 1993 Bonds and the Series 1997 Bonds.

(D) It is in the best interests of the City and the residents thereof that the City authorize the issuance of the Series 2017 Note for the purpose of currently refunding the Series 2015 Note for significant net present value debt service savings.

(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 2017 Note, the Parity Obligations and the Subordinate Debt.

(F) The principal of and interest on the Series 2017 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 2017 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 2017 Note, and the Series 2017 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 2017 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 2017 Note herein authorized, which lien shall be equal and ratable to the lien thereon of the Parity Obligations.

(H) The City has received a commitment from the Original Purchaser to purchase the Note (the "Commitment"), a copy of which is attached hereto as Exhibit D.

(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.

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND
REGISTRATION OF SERIES 2017 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 2017" is hereby authorized to be issued in an aggregate principal amount of One Million Nine Hundred Thirty-Eight Thousand Two Hundred Fifty-Five Dollars and Sixty-Three Cents (\$1,938,255.63) for the purpose of currently refunding the Series 2015 Note. Costs of issuance associated with the Series 2017 Note shall be paid by the Original Purchaser. The refunding of the Series 2015 Note 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 negotiated sale pursuant to the terms of the Commitment. The City Manager is hereby authorized to accept and execute the Commitment on behalf of the City.

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 2017 Note. The Series 2017 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 Interest Rate on the Note shall be a fixed rate of interest equal to 2.39% per annum (the "Interest Rate"), subject to adjustment as provided herein and in the Note. Interest on the Note shall be calculated using a 360-day year consisting of twelve 30-day months.

(B) Principal and Interest Payment Dates. Principal of and interest on the Series 2017 Note shall be paid annually, commencing May 21, 2017, and on each subsequent May 21 thereafter until maturity. Principal of the Series 2017 Note shall be paid in accordance with the terms thereof; provided however the final maturity of the Series 2017 Note shall be May 21, 2030.

(C) Prepayment. The Series 2017 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 2017 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 2017 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.

(F) Government Approval. As of the effective date hereof, the City has requested approval from the Government for issuance of the Series 2017 Note in parity with the Series 2015 Bonds, and the Government's consideration of such request is pending. Notwithstanding anything herein to the contrary, issuance of the Series 2017 Note in parity with the Series 2015 Bonds is subject to approval by the Government. City staff is hereby authorized and directed to facilitate closing upon and issuance of the Series 2017 Note upon receipt of approval from the Government.

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 2017 Note. Upon issuance of the Note, the City will apply the proceeds of the Note to currently refund the full principal balance of the Series 2015 Note, and shall apply other legally available funds of the City (which may include moneys on deposit in the funds and accounts created for the benefit of the Series 2015 Note) toward payment in full of any accrued interest then due on the Series 2015 Note.

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 2017 Note Secured by Pledge of Pledged Funds. Subject to Section 2.02(F) hereof, the payment of the debt service of the Series 2017 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 2017 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 2017 Note issued hereunder the payment of the principal of and interest thereon at the respective maturities of the Series 2017 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 2017 Note 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 2017 Note remaining unpaid, together with interest accrued and to accrue thereon, the Issuer covenants with the holders of the Series 2017 Note issued pursuant to this Resolution, 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 during which the Series 2017 Note is outstanding, for the ensuing Fiscal Year, and will mail a copy of such budget (and any amendments thereto) to any requesting Holder of the Series 2017 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 2017 Note or any 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 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 the Series 2017 Note is outstanding, a special fund or funds, collectively called the "Bunnell Water and Sewer System Refunding Revenue Note, Series 2017, 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 2017 Note 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 2017 Note, an equal pro rata sum sufficient to pay interest on the Series 2017 Note 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 2017 Note 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 2017 Note, 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 2017 Note 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 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 3.02(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 Refunding Revenue Note, Series 2017, Redemption Account", hereinafter referred to as the "Redemption Account" for prompt use in redeeming Series 2017 Note 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 2017 Note 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 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 2017 Note 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 the Series 2017 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, reserve fund and all other funds and all other payments on all requirements for the Series 2017 Note herein authorized; and the Issuer covenants and agrees that so long as the Series 2017 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 2017 Note 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 it will not issue any debt obligations payable from or secured by the Pledged Funds 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 2017 Note.

(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 Parity Obligations secured by a parity lien on and ratably payable from the Net Revenues and any other security pledged to the Series 2017 Note, provided in each instance that:

(a) The facility or facilities to be built from the proceeds of the additional parity obligations 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 the City Finance Director or 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 2017 Note. 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.

(4) Notwithstanding anything herein to the contrary, the Issuer need not comply with the provisions of this Section 3.02(G) if and to the extent the Bonds to be issued are Refunding Bonds, if the Issuer shall cause to be delivered a certificate of the City Finance Director setting forth the average annual debt service requirement (i) for the Bonds then outstanding and (ii) for all Bonds to be immediately outstanding thereafter including the Refunding Bonds, and stating that the average annual debt service requirement pursuant to (ii) above is not greater than that set forth pursuant to (i) above.

(H) Disposal of the System. The Issuer covenants and agrees that, so long as the Series 2017 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 2017 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 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 the Series 2017 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 2017 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 2017 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 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.

(O) Defaults and Remedies.

(1) The following shall constitute "Events of Default": (i) if the Issuer fails to pay any payment of principal of or interest on the Note as the same becomes due and payable and is not cured within ten days (a "Payment Default"); (ii) if the Issuer defaults in the performance or observance of any covenant or agreement contained in this Resolution or the Note (other than set forth in (i) above) and fails to cure the same within thirty (30) days following notice thereof; or (iii) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged.

(2) In the event of a Payment Default, the Owner may, at its option, collect a late charge equal to five percent (5%) of the amount owing if any payment due on the Note is not received by the Owner within ten (10) days after the payment is due.

(3) The Interest Rate applicable to the Note shall increase to the default rate of 5.39% upon the occurrence and during the continuation of an Event of Default.

(4) Upon the occurrence and during the continuation of any Event of Default, the Owner may, in addition to any other remedies set forth in this Resolution or the Note, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent jurisdiction, protect and enforce any and all rights under the laws of the State, or granted or contained in this

Resolution, and may enforce and compel the performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer. In case of an Event of Default described in (i) above, the Issuer shall also be obligated to pay as part of the indebtedness evidenced by the Note, all costs of collection and enforcement thereof, including such reasonable attorneys' fees as may be incurred at all levels of the proceedings, including on appeal or incurred in any proceeding under any bankruptcy laws as they now or hereafter exist.

(5) In the event the Owner exercises any of the remedies set forth in this Resolution or the Note to protect and enforce its rights hereunder, the Owner may recover from the Issuer 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.

(6) Nothing herein, however, shall be construed to grant to any Holder of the 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 owner of the Series 2017 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 the Series 2017 Note 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.

(S) Government Approval of Extensions and Financing. Anything herein to the contrary notwithstanding, if the Government is the Owner of the Series 2017 Note, 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 the Series 2017 Note.

(T) Reimbursement of Advances and Interest Thereon. If the Government shall be the owner of the Series 2017 Note, 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 2017 Note, 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.

(U) 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 2017 Note herein authorized.

(V) Tax Covenant. The Issuer covenants to the Owner of the Series 2017 Note provided for in this Resolution that the Issuer will not make any use of the proceeds of the Series 2017 Note at any time during the term of the Series 2017 Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Series 2017 Note to be an "arbitrage bond" within the meaning of the Code. The Issuer 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 Series 2017 Note from the gross income of the Owner thereof for purposes of federal income taxation.

(W) Compliance Certificate. The Issuer shall provide the Original Purchaser an annual covenant compliance certificate, executed by the City Finance Director, certifying that for the City's most recent fiscal year, the City was in compliance with the debt service coverage requirements set forth herein and in the Original Instrument.

Section 3.04. Application of Provisions of Original Instrument. The Series 2017 Note, herein authorized, shall for all purposes (except as herein expressly provided) be considered to be an additional parity obligation 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 2017 Note 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 2017 Note herein authorized as such principal and interest becomes due. The Reserve Account established by the Original Instrument shall be applicable prorata to the Series 2017 Note in the same manner as applicable to the Parity Obligations.

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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 270 days of the Fiscal Year end, and a copy of its annual budget within 30 days of adoption.

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 Issuer in connection with the execution and delivery of the Series 2017 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 Issuer which are necessary or desirable in connection with the execution and delivery of the Series 2017 Note to the Original Purchaser.

Section 4.11. Bank Qualified. The City has previously designated the Series 2015 Note as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code. The City did not issue more than \$10,000,000 of "tax-exempt" obligations during calendar year 2015. The principal amount of the Note does not exceed the outstanding principal amount of the Series 2015 Note, and the weighted average maturity of the Note does not exceed the remaining weighted average maturity of the Series 2015 Note (within the meaning of Section 147(b) of the Code). As a result of the foregoing, the Note will be deemed designated as a "qualified tax-exempt obligation" as provided in Section 265(b)(3)(D)(ii) 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.

[Remainder of Page Intentionally Left Blank]

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 _____ day of February, 2017.

CITY COMMISSION OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandi Bolser, City Clerk

Wade Vose, City Attorney

EXHIBIT A
FORM OF NOTE

Dated Date: February _____, 2017

\$1,938,255.63

Interest Rate 2.39%

CITY OF BUNNELL
WATER AND SEWER SYSTEM
REFUNDING REVENUE NOTE, SERIES 2017

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 CenterState Bank, its successors and assigns (the Owner"), from the special funds hereinafter mentioned, the principal sum of ONE MILLION NINE HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS AND SIXTY-THREE CENTS (\$1,938,255.63) on the 21st day of May in the years and installments as follows:

<u>YEAR</u>	<u>AMOUNT</u>	<u>YEAR</u>	<u>AMOUNT</u>
2017	\$115,708.88	2024	\$139,431.14
2018	\$118,833.02	2025	\$143,195.78
2019	\$122,041.51	2026	\$147,062.07
2020	\$125,336.63	2027	\$151,032.74
2021	\$128,720.72	2028	\$155,110.63
2022	\$132,196.18	2029	\$159,298.61
2023	\$135,765.47	2030	\$163,599.75

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 2.39% per annum subject to adjustment as provided herein, payable on May 21, 2017 and annually thereafter on the 21 day of May of each year. Principal shall be payable annually on May 21, 2017 and on each May 21st 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. 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 May 21, 2030 (the "Maturity Date").

The Owner may, at its option, collect a late charge equal to five percent (5%) of the amount owing if any payment due hereunder is not received by the Owner within ten (10) days after the payment is due.

If (i) after a Determination of Taxability (as defined below) the interest on this Note becomes includable in the gross income of the Owner for Federal income tax purposes, then the Owner shall have the right to adjust the Interest Rate in order to maintain the same after-tax yield as if the Determination of Taxability had not occurred. This adjustment 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.

"Determination of Taxability" shall mean, with respect to this Note, the circumstance that shall be deemed to have occurred if interest paid or payable on this Note becomes includable for federal income tax purposes in the gross income of the Owner as a consequence of any action or inaction by the City. A Determination of Taxability will be deemed to have occurred upon (a) the receipt by the City or the Owner of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency which holds that any interest payable on this Note is includable in the gross income of the Owner; (b) the issuance of any public or private ruling of the Internal Revenue Service that any interest payable on this Note is includable in the gross income of the Owner; or (c) receipt by the City or the Owner of an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions to the effect that any interest on this Note has become includable in the gross income of the Owner for federal income tax purposes. For all purposes of this definition, a Determination of Taxability will be deemed to occur on the date as of which the interest on this Note is deemed includable in the gross income of the Owner. A Determination of Taxability shall not occur in the event such interest is taken into account in determining adjusted current earnings for the purpose of the alternative minimum tax imposed on corporations.

In the case of (a) and (b) above, upon the Determination of Taxability and timely written notice thereof, the City shall have an opportunity to participate in and seek, at its own expense, a final administrative determination or determination by a court of competent jurisdiction (from which no further right of appeal exists) as to the existence of such event of taxability; provided that the City, at its own expense, delivers to the Owner an opinion of an attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions acceptable to the Owner to the effect that such appeal or action for judicial or administrative review is not without merit and there is a reasonable possibility that the judgment, order, ruling or decision from which such appeal or action for judicial or administrative review is taken will be reversed, vacated or otherwise set aside.

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. 2017-___ adopted by the Issuer on February ___, 2017, as may be amended and supplemented from time to time (collectively, the "Resolution"), to refund the Issuer's Water and Sewer System Refunding Revenue Note, Series 2015 issued in the original principal amount of \$2,050,000, which was 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.

All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Upon and during the continuation of an Event of Default, the Owner may increase the interest rate applicable to the Note to 5.39% per annum.

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.

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 February __, 2017.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____

Catherine D. Robinson, Mayor

ATTESTED AND COUNTERSIGNED:

Sandra Bolser, CMC, City Clerk

ASSIGNMENT

For valuable consideration, CENTERSTATE 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.

CENTERSTATE BANK

By: _____
Garry R. Lubi, Senior Vice President

EXHIBIT B
FORM OF PURCHASER'S CERTIFICATE

This is to certify that CenterState 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 \$1,938,255.63 Water and Sewer System Refunding Revenue Note, Series 2017 (the "Note"), dated February __, 2017, 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 February __, 2017 (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 February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT C
FORM OF DISCLOSURE STATEMENT

The undersigned, as Purchaser, proposes to negotiate with the City of Bunnell, Florida (the "Issuer") for the private purchase of its \$1,938,255.63 Water and Sewer System Refunding Revenue Note, Series 2017 (the "Note"), dated February __, 2017. 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 Purchaser):

Upchurch Bailey & Upchurch, PA
Purchaser's Counsel: _____

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 System Refunding Revenue Note, Series 2015 issued in the original principal amount of \$2,050,000, (the "Series 2015 Note"). The Series 2015 Note was 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 May 21, 2030. At an interest rate of 2.39%, 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 February __, 2017 (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:

CenterState Bank
175 Cypress Point Parkway
Palm Coast, Florida 32115

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Statement on behalf of the Purchaser this ____ day of February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT D
CENTERSTATE BANK COMMITMENT LETTER



January 12, 2017

City of Bunnell, Florida
Attention: Mr. Dan Davis, City Manager and Ms. Stella Gurnee, Finance Director
PO Box 756
Bunnell, FL 32110

Dear Mr. Davis and Ms. Gurnee:

It is our pleasure to advise you that CenterState Bank of Florida, N.A (hereinafter referred to as "Bank") has approved your loan request on behalf of the City of Bunnell, Florida, subject to the following terms and conditions.

It is the Borrower(s) responsibility to read this Commitment carefully and retain a copy for purposes of diligently meeting all conditions outlined herein on or before the expiration date(s) specified herein. All provisions and conditions of this Commitment must be met to the Bank's and/or its Counsel's approval and satisfaction in their sole discretion. Please review this Commitment and any attachments hereto, which further govern the conditions of the Commitment.

Borrower:	City of Bunnell, Florida ("City" or "Borrower")
Purpose:	Refinance/Refund an existing Water and Sewer System Refunding Revenue Note, Series 2015 in an approximate amount of \$1,938,255.
Loan Amount and Type:	Not to exceed \$1,938,255.63 (One Million Nine Hundred Thirty Eight Thousand Two Hundred Fifty Five Dollars and Sixty Three Cents). This loan is anticipated to close on or before February 15, 2017. This loan shall be structured as a bank qualified tax exempt term loan.
Collateral:	<p>The Note will be collateralized by a pledge of revenues from the Water and Sewer Utility System. Pledged Revenues shall mean Net Revenues. Net Revenues shall mean Gross Revenues less Operating Expenses.</p> <p>Gross Revenues shall mean all moneys received from rates, fees (excluding Impact Fees) rentals or other charges or income received by the City of Bunnell or accruing to it in the</p>

management and operation of the Water and Sewer Utility System, all calculated in accordance with accepted accounting methods employed in the operation of public water and sewer systems similar to the Water and Sewer Utility System.

Operating Expenses shall mean the current expenses, paid or accrued, for the operation, maintenance and repair of all facilities of the Water and Sewer Utility 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 City of Bunnell related solely to the Water and Sewer Utility 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, 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 water and Sewer Utility System.

The collateral is further defined in Resolution No. 2015-13, and shall reflect the same collateral position for this loan as outlined within Resolution No. 2015-13.

Maturity Date: May 21, 2030

Interest Rate: The loan shall be a bank qualified tax exempt term loan with a fixed rate of 2.39% for the term of the loan.

Repayment Terms: Principal plus Interest on the Note shall be payable annually for the term of the loan, commencing on May 21, 2017; with one final payment on May 21, 2030 at which time the loan shall be paid in full. Interest shall be calculated on a 30/360 day basis. Principal payments shall remain consistent with the current amortization as outlined with the existing Note, Series 2015 dated May 21, 2015. They are as follows:

May 21, 2017: \$115,708.88	May 21, 2024: \$139,431.14
May 21, 2018: \$118,833.02	May 21, 2025: \$143,195.78
May 21, 2019: \$122,041.51	May 21, 2026: \$147,062.07
May 21, 2020: \$125,336.63	May 21, 2027: \$151,032.74
May 21, 2021: \$128,720.72	May 21, 2028: \$155,110.63
May 21, 2022: \$132,196.18	May 21, 2029: \$159,298.61
May 21, 2023: \$135,765.47	May 21, 2030: \$163,599.75

Prepayment Penalty: The Borrower may prepay the Note at any time without any prepayment penalty.

Late Fees:	Bank may at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.
Event of Default:	Upon an "Event of Default" as described in the Master Bond Resolution, the holder may recover from the Borrower 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.
Default Rate:	5.39%
Bank Fees:	Closing costs including bank bond counsel fees, and bond counsel for the borrower, shall be paid by the bank in an amount not to exceed \$20,000. In the event this loan does not close due to any actions or inactions by the borrower, the borrower agrees to reimburse the bank for any out of pocket expenses incurred plus a commitment fee of \$2,500.00.
Covenants:	<ol style="list-style-type: none"> 1) Audited annual financial report within 270 days of fiscal year end and the City's Budget within 30 days of adoption shall be provided to the Bank by the Borrower. 2) Bond documents to be reviewed and approved by Bank's counsel. 3) Borrower shall provide such other financial information from time to time as is reasonably requested by the Bank. 4) All covenants set forth in the Master Bond Resolution applicable to Senior Lien Bonds and Parity Debt shall apply to the Note. 5) Prior to the issuance of any additional parity debt, the City of Bunnell Water and Sewer Utility System Debt Service Coverage Ratio shall be certified to be a minimum of 1.20:1. This shall be defined as Net Revenues available to service debt divided by maximum bond service requirements on any outstanding and proposed debt issued. 6) The City shall maintain utility system rates and charges which will produce revenues sufficient to pay system operations and maintenance expenses, and debt service requirements for outstanding Bonds and Parity Debt including the Note.
Conditions:	<ol style="list-style-type: none"> 1) The interest rate would be adjusted to provide the Bank the same after tax yield if there is a determination of taxability as to the interest payable on the bond as a result of any action or inaction of the borrower. 2) Receipt of 2016 Debt Service Coverage Certificate
Commitment/Closing Expiration Date:	February 15, 2017

Defaults and Remedies: Usual and customary defaults and remedies for a transaction of this type. Including without limitation, all defaults and remedies set forth in the Master Bond Resolution.

Representations: Usual and customary representations for a transaction of this type.

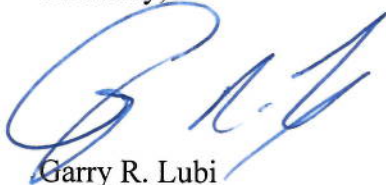
Governing Law: State of Florida

Bond Counsel: The Borrower shall engage Bond Counsel (Bryant Miller Olive) that will prepare all financing documents. Bond Counsel will deliver a standard bond counsel opinion to the Bank as to the tax-exempt status of the bond, the bank qualified status of the bond, the exemption of the bond from registration under applicable securities laws and other matters customarily provided in a transaction of this type, which shall be satisfactorily reviewed by Bank Counsel.

Additional Conditions/Requirements: See the attachments to this document for additional conditions/requirements, items 1 to 7 (pages 5-6).

We sincerely appreciate this opportunity to meet the financial needs of the City of Bunnell, Florida, and look forward to a mutually beneficial relationship. We trust this Commitment is in keeping with your understanding of our conversations. If so, please have an authorized representative of the borrower sign where shown and return this Commitment to us together with all fees and documentation required by the Commitment Expiration Date shown above.

Sincerely,



Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

Name: _____

By: _____

Date: _____

Authorized Signatory: City of Bunnell, Florida

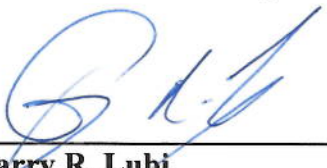
OTHER CONDITIONS/REQUIREMENTS:

1. **LOAN COLLATERAL/SECURITY:** If repayment of this loan shall be secured by collateral, Borrower hereby warrants to Bank that they have full authorization and capacity to pledge valid lien on same, or Borrower will secure such authorization/documentation at or before closing to the satisfaction of Bank's Counsel. Such verifications shall not relieve Borrower of liability as to misinformation or fraud. Borrower agrees to provide Bank with true and exact copies of all certificates, or other such evidence as applicable to all security, to the satisfaction of the Bank or Bank's Counsel, upon acceptance of this Commitment. Borrower understands that Bank relies on one hundred percent of all value of collateral pledged rather than just a partial percentage thereof. Any "equity" value which might exist in assets pledged shall also serve as collateral for this loan. Borrower shall execute such documentation as deemed necessary by Bank and/or Bank's Counsel in their sole discretion to grant Bank a secured position in the collateral.
2. **INTEREST:** This loan shall bear interest which shall accrue, under the simple interest (30/360 day) method, on the funded and outstanding principal balance from time to time.
3. **NON-ASSIGNABILITY:** Neither this Commitment nor the proceeds of the loan contemplated herein shall be assignable by Borrower without prior written consent of the Bank. This loan is not assumable.
4. **CLOSING:** Unless otherwise specified in writing, this Commitment, the loan transaction contemplated hereby, and all loan documents executed pursuant hereto shall be construed according to all applicable State and Federal governmental regulations and Bank policies. All provisions of this Commitment shall survive the closing of the loan transaction contemplated herein.
5. **BORROWER'S REPRESENTATIONS:** This Commitment has been issued to Borrower on the basis of all information provided by Borrower and all representations, exhibits, data, and other materials submitted with or in support of Borrower's loan application. Any misinformation or withholding of material information incident thereto shall, at the option of Bank, void all of the Bank's obligations hereunder, and shall give Bank full rights of recourse under applicable law. In addition, should economic conditions decline in general for the Borrower, or should other factors change which were considered important by the Bank in issuing this Commitment, the Bank, in its sole discretion, may withdraw the Commitment without penalty or retribution from the Borrower; and hold the Bank harmless now and in the future as to any claims of lender liability and agrees the Bank has acted properly and in good faith in all respects throughout this transaction.
6. **BORROWING AUTHORITY:** Prior to closing, Borrower shall provide Bank with true and exact copies of all Articles, By-Laws, Opinion of Borrower Counsel, Incumbency Statements, Agreements, Current Certificates of Good Standing, and appropriate Minutes for any non-person entity involved in the transaction contemplated herein, as to the exact legal status and capacity of each such entity to execute their

respective agreements outlined herein. At closing, Borrower shall execute appropriate Resolutions and Agreements, all to the Bank or Bank's Counsel's satisfaction.

7. **INCLUSIVENESS/SEVERABILITY:** Borrower understands that this Commitment attempts to outline most of the key, general terms and conditions of the proposed loan and is not, nor does it attempt to be, all-encompassing. Any omissions herein or conflicts with loan closing documents shall not construe liability to Bank; further requirements by the Bank or Bank's counsel and/or loan closing documents shall supersede and have precedence over this Commitment. Any release, waiver, or changes allowed by Bank in any part of this Commitment shall not invalidate or change any remaining requirements or clauses. Where applicable in this Commitment, the plural tense shall suffice for the singular, and vice-versa, as to referencing all parties hereto. All parties as recipients hereof, regardless of type of involvement, shall be responsible for meeting all provisions of this Commitment.

CenterState Bank of Florida, N.A.

By: 
Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

City of Bunnell, Florida

By: _____
(Print Name)

Date: _____

Authorized Signatory: _____



February 1, 2017

City of Bunnell
PO Box 756
Bunnell, FL 32110-0756

RE: City of Bunnell

To Whom It May Concern:

Upon your request, below is the payoff information for loan 7691000535-101

Payoff Detail:

Current Principal: \$1,938,255.63

Interest to 02/14/2017: \$39,020.50 Daily Accrual of 145.3691722

Late Charges: 0.00

Total Payoff: \$1,977,276.13

Wire Instructions:

Ameris Bank 225 South Main Street Moultrie, GA 31768
Routing Number: 061201754
Account Number: 999152000
Beneficiary Account Name: City of Bunnell
Special Instructions: Pay off loan 7691000535-101

Overnight Mailing Address

Ameris Bank Attn: Brett Swartz 1259 W. Granada Blvd Ormond Beach, FL 32174

Please contact me should this time need to be extended or if you have any questions.

Regards,
Brett R. Swartz





City of Bunnell, Florida

Agenda Item

Document Date: 2/2/2017 Amount: \$90,752
Department: Finance Account #: 401-0533-533.various
Subject: Resolution 2017-04 Amending Water and Sewer Operating Budget.
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Budget Resolution 2017-04	Resolution
Exhibit A	Exhibit

Summary/Highlights:

To amend Water Sewer Operating budget for additional grant award received from USDA.

Background:

On December 5, 2016 the USDA agreed to the City's request to use additional available grant funds for the following purchases:

Generator	\$80,000
Generator enclosure	6,888
Surveillance cameras	556
Surveillance cameras	2,488
Fence repair	820
	=====
Total	\$90,752

This budget resolution adjusts the operating budget for the additional items.

Staff Recommendation:

Approve Budget Resolution 2017-04.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval of Budget Resolution 2017-04.

RESOLUTION 2017-04

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AMENDING THE FISCAL YEAR 2016-2017 WATER SEWER FUND ANNUAL OPERATING BUDGET, RECOGNIZING CERTAIN REVENUES BY AMENDING RESOLUTION 2016-18, IN THE ESTIMATED AMOUNT OF \$90,752; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell City Commission adopted Resolution 2016-18 approving the Annual Operating Budget for Fiscal Year 2016-2017; and

WHEREAS, the City of Bunnell City Commission has approved the acceptance of USDA grant amendment; and

WHEREAS the City of Bunnell City Commission desires to adjust the Water Sewer Fund operating budget.

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

SECTION 1. BUDGET AMENDMENT. The City Commission of the City of Bunnell amends the Fiscal Year 2016-2017 Water Sewer Fund Operating budget by revising as specified in Exhibit A attached hereto, which reflects revenues and corresponding expenditures for the designated events.

SECTION 2. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2016 through September 30, 2017.

SECTION 3. SUPPLEMENTAL APPROPRIATIONS. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfer appropriations may be effected by the City Commission and the City Manager as deemed necessary in strict compliance with the procedures specified in Fiscal Management Policy 1004.1.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED at the meeting of the City Commission of the City of Bunnell, on the 13th day of February 2017.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandi Bolser, City Clerk

Wade Vose, City Attorney

Seal:

Attachments: Exhibit A

COMPOSITE EXHIBIT A

Resolution Number: 2017-04

FY2017 Water and Sewer Fund (401)
PREPARED: 2/2/2016
FINANCE: Stella L. Gurnee

APPROVED BUDGET

REVENUES:

Federal grant	90,752
	<hr/>
TOTAL REVENUES:	90,752
	<hr/> <hr/>

EXPENDITURES:

Water Dept Expenditures	90,752
	<hr/>
TOTAL EXPENDITURES	90,752
	<hr/> <hr/>



City of Bunnell, Florida

Agenda Item

Document Date: 2/2/2017 Amount: \$3,402,510
Department: Finance Account #: Various
Subject: Resolution 2017-05 Amending Budget
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Exhibit A	Exhibit
Resolution 2017-05 Amending Budget	Resolution

Summary/Highlights:

Budget resolution to amend the General fund, General Debt Service fund, and Water Sewer fund operating budgets.

Background:

The City Commission has approved the debt refunding of two debt issues. These are the series 2015 Non Ad-valorem refunding note and the series 2015 Water Sewer revenue note. The attached budget resolution is necessary to adjust the budgets for these refundings.

Staff Recommendation:

Adopt Budget Resolution 2017-05.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend adopting resolution 2017-05.

COMPOSITE EXHIBIT A

Resolution Number: 2017-05

FY2017
PREPARED:
FINANCE:

General Fund 001
2/2/2017
Stella L. Gurnee

APPROVED BUDGET

REVENUES:

Debt Proceeds	732,127
	<hr/>
TOTAL REVENUES:	732,127
	<hr/> <hr/>

EXPENDITURES:

Other Non-Operating	732,127
	<hr/>
TOTAL EXPENDITURES	732,127
	<hr/> <hr/>

COMPOSITE EXHIBIT A

Resolution Number: 2017-05

FY2017

General Debt Service Fund 201

PREPARED:

2/2/2017

FINANCE:

Stella L. Gurnee

APPROVED BUDGET

REVENUES:

Transfer from General Fund

732,127

TOTAL REVENUES:

732,127

EXPENDITURES:

Debt principal expense

732,127

TOTAL EXPENDITURES

732,127

COMPOSITE EXHIBIT A

Resolution Number: 2017-05

FY2017 Water Sewer Fund 401
PREPARED: 2/2/2017
FINANCE: Stella L. Gurnee

APPROVED BUDGET

REVENUES:

Debt Proceeds	1,938,256
TOTAL REVENUES:	1,938,256

EXPENDITURES:

Water Debt principal expense	969,128
Sewer Debt principal expense	969,128
TOTAL EXPENDITURES	1,938,256

RESOLUTION 2017-05

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AMENDING THE FISCAL YEAR 2016-2017 GENERAL FUND, GENERAL DEBT SERVICE FUND, AND WATER SEWER FUND ANNUAL OPERATING BUDGET, RECOGNIZING REVENUES IN THE ESTIMATED AMOUNT OF \$90,752; SETTING FORTH EXPENDITURES IN AN EQUIVALENT AMOUNT AMENDING RESOLUTION 2016-18, AND RESOLUTION 2017-04 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell City Commission adopted Resolution 2016-18 approving the Annual Operating Budget for Fiscal Year 2016-2017 and Resolution 2017-04 amending the Annual Water Sewer fund budget; and

WHEREAS, the City of Bunnell City Commission has approved the refunding of the series 2015 Non-Advorlem debt and the series 2015 Water Sewer revenue refunding debt; and

WHEREAS the City of Bunnell City Commission desires to adjust the General fund, General Debt Service fund, and the Water Sewer Fund operating budget.

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

SECTION 1. BUDGET AMENDMENT. The City Commission of the City of Bunnell amends the Fiscal Year 2016-2017 General Fund Operating Budget, General Debt Service fund operating budget, and Water Sewer Fund Operating budget by revising as specified in Exhibit A attached hereto, which reflects revenues and corresponding expenditures for the designated events.

SECTION 2. EFFECTIVE DATE. The Budget item adopted in the preceding section shall govern the expenditures relating to operations and projects for the City during the current fiscal year effective October 1, 2016 through September 30, 2017.

SECTION 3. SUPPLEMENTAL APPROPRIATIONS. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfer appropriations may be effected by the City Commission and the City Manager as deemed necessary in strict compliance with the procedures specified in Fiscal Management Policy 1004.1.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED at the meeting of the City Commission of the City of Bunnell, on the 13th day of February 2017.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandi Bolser, City Clerk

Wade Vose, City Attorney

Seal:

Attachments: Exhibit A



City of Bunnell, Florida

Agenda Item

Document Date: 2/7/2017 Amount: N/A
Department: City Clerk Account #: N/A
Subject: Resolution 2017-06 Commending the Florida Association of City Clerks for its 45th Anniversary
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Resolution 2017-06	Resolution

Summary/Highlights:

Florida Association of City Clerks is requesting the City of Bunnell to pass a Resolution commending the Florida Association of City Clerks (FACC) for its 45th Anniversary.

Background:

FACC was formed in 1972 by a Municipal Clerk who needed assistance and found that a state organization did not exist. Florida Association of City Clerks' vision, goals and objectives have been materialized and established as a result of the tremendous leaders to date who gave willingly and unselfishly to FACC. Now, this organization is 500+ members representing Florida's 411 municipalities.

Staff Recommendation:

Adopt Resolution 2017-06: A Resolution of the City of Bunnell Commending the Florida Association of City Clerks for its 45th Anniversary.

City Attorney Review:

Finance Department Review/Recommendation:

RESOLUTION 2017-06

A RESOLUTION OF THE CITY OF BUNNELL COMMENDING THE FLORIDA ASSOCIATION OF CITY CLERKS FOR ITS 45TH ANNIVERSARY

WHEREAS, the Florida Association of City Clerks (FACC) was established in 1972 to promote and develop the educational and professional status of Florida city clerks; and

WHEREAS, the primary objective of the FACC is to educate the city clerks in the State of Florida; and

WHEREAS, the FACC works in conjunction with the International Institute of Municipal Clerks to provide Certified Municipal Clerk (CMC) and Master Municipal Clerk (MMS) certification for city clerks; and

WHEREAS, the FACC strives to help increase the efficiency of all city clerk functions, increase cooperation and assistance with city administrators, gather and disseminate information to improve procedures, and improve the efficiency of the administration of municipal government; and

WHEREAS, the FACC currently has more than 575 members in seven districts throughout the state; and

WHEREAS, the FACC is proud to have one of the largest certification programs in the country with more than 200 Certified Municipal Clerks and more than 100 Master Municipal Clerks among its members; and

WHEREAS, the FACC provides educational opportunities for clerks through its annual summer conference and academy and fall academy, webinars, district mini-academies and Athenian Dialogues; and

WHEREAS, the FACC provides a discussion forum by which members may post inquiries when researching best practices for programs, issues and opportunities within Florida's cities; and

WHEREAS, the year 2017 is the 45 anniversary of the FACC, which is an occasion worth of special recognition.

WHEREAS, the City of Bunnell is proud to offer membership into FACC for Sandra Bolser, CMC, City Clerk and Kristen Bates, Deputy City Clerk.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BUNNELL

Section 1. That the City of Bunnell, congratulates the FACC on its 45th anniversary.

Section 2. That a copy of this resolution be provided to the FACC Board of Directors.

PASSED AND ADOPTED by the City of Bunnell this 13th day of February 2017.

Catherine D. Robinson
Mayor, City of Bunnell

ATTEST:

Sandra Bolser, CMC, City Clerk



City of Bunnell, Florida

Agenda Item

Document Date: 2/3/2017 Amount:
Department: City Manager Account #:
Subject: Interlocal Agreement Between the City of Flagler Beach and the City of Bunnell for Services of City Engineer
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Proposed Interlocal Agreement with the City of Flagler Beach	Cover Memo

Summary/Highlights:

It is the desire of the City of Bunnell to enter into the Interlocal Agreement with the City of Flagler Beach for services of City Engineer.

Background:

The Flagler Beach City Manager and Bunnell City Manager each had a need for a part-time engineer. Rather than each hire one, we agreed that the City of Flagler Beach would hire an engineer and share their services with the City of Bunnell as needed on an hourly basis. Even though the engineer is an employee of Flagler Beach, Bunnell was involved in the interview and selection process and are very pleased with the new hire.

Staff Recommendation:

Staff recommends approving the Interlocal Agreement with the City of Flagler Beach for the services of City Engineer per the provisions of the proposed Interlocal Agreement.

City Attorney Review:

Reviewed and Approved.

Finance Department Review/Recommendation:

The current fiscal year annual budget includes \$40,000 for a part time engineer. Given the salary and benefit information provided by the City of Flagler Beach, along with anticipated increase after a 90-day probationary period, there is sufficient budget to cover anticipated expense contingent upon the engineer working 20 hours a week for the City. It should be noted that next fiscal year the City's annual budget requirement for this agreement could be in excess of \$47,000, for the City's portion of the Engineer's salary and benefits.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF FLAGLER BEACH AND THE CITY OF BUNNELL
FOR SERVICES OF CITY ENGINEER**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into on this 13th day of February, 2017, by and between City of Bunnell, a Florida municipal corporation ("Bunnell") and City of Flagler Beach, a Florida municipal corporation ("Flagler Beach") for the shared services of a City Engineer.

WHEREAS, Section 163.01, Florida Statutes, *et seq.*, known as the "Florida Interlocal Cooperation Act of 1969," permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, both Bunnell and Flagler Beach are Flagler County municipalities of comparable size, financial resources and other conditions; and

WHEREAS, Section 112.24, Florida Statutes, authorizes government agencies to share employees; and

WHEREAS, in order to maximize efficiency and conserve municipal funds, both Bunnell and Flagler Beach desire to employ the shared services of a City Engineer.

NOW THEREFORE, in consideration of the following mutual covenants, the parties agree as follows:

1. Selection of City Engineer.

1.1 The individual selected to serve as City Engineer shall be Fred Griffith.

2. Scope of Services.

Effective February 13, 2017, City Engineer may provide the following services to Bunnell:

2.1 Maintains all required use permits and permits for other regulatory agencies.

2.2 Provides engineering review into the operation of all equipment and related maintenance.

2.3 Manages budgets to include capital improvement projects and coordinates City Projects.

2.4 Serves as the City's American's with Disabilities Act (ADA) and Title VI Officer for all existing and proposed facilities and infrastructure projects.

- 2.5 Assists in the administration of Local Agency Program (LAP) projects as required.
- 2.6 Develops work programs for the division and standard operational procedures as required.
- 2.7 Organizes and provides direction to and supervises the department.
- 2.8 Reviews legal plats and surveys for utility service hook-ups.
- 2.9 Prepares and submits reports, including reports on utility activities or responses to requests for engineering data or technical opinions. Maintains contact with consulting engineers.
- 2.10 Prepares and maintains recommended Department budget and controls expenditures from the approved annual budget.
- 2.11 Coordinates stormwater management activities including plan reviews for development.
- 2.12 Performs other related duties as required and assigned.
- 2.13 Prepares a Maintenance program to meet Federal, State, and Local laws, codes, and ordinances for roadways, sidewalks, beach access, pier, parks, and others activities designated by the Commission or City Manager.
- 2.14 Reviews/prepares engineering plans and specifications for construction and/or operation requirements insuring compliance with local, state, and federal rules, regulations and law prior to making recommendations.
- 2.15 Reviews support documentation for change orders and consultant task orders for Utilities, storm water, roadway and bridge improvements and design smaller projects in house including sidewalk, roadway, traffic operations, bridges or culverts.
- 2.16 Will write requests and review proposals for Consultant Contracts for Utilities, traffic operations, stormwater, roadway, and bridge improvements.
- 2.17 Will prepare and review bid proposals, bid addenda, contract documents for Utilities, stormwater, bridge, traffic, and roadway design projects.
- 2.18 Responsible for construction administration, observation and various activities as assigned to ensure that work meets construction specifications.

3. Compensation.

- 3.1 City Engineer shall be an employee of Flagler Beach, with all benefits enjoyed by Flagler Beach employees. The salary, leave, travel and transportation status of City Engineer shall be governed by Section 112.24(3), Florida Statutes, unless otherwise specified in this Agreement.

3.2 Bunnell shall reimburse Flagler Beach at an hourly rate which includes pay and benefits for the engineer, rounded upward to the nearest half hour and inclusive of necessary travel. For purposes of this Agreement "compensation" shall mean City Engineer's salary and all related benefits provided by Flagler Beach, including but not limited to, Social Security payments, FICA, Medicare, health insurance, life insurance, worker's compensation, and retirement account contributions.

3.3 Bunnell shall reimburse Flagler Beach costs incurred by Flagler Beach for transportation expenses of the City Engineer at the current IRS mileage reimbursement rate.

3.4 Bunnell shall reimburse Flagler Beach based on a percentage not to exceed fifty percent (50%) of all travel costs of the City Engineer. For purposes of this Agreement, "travel" shall mean attendance at conferences, training and services related to the services of the City Engineer. The percentage will be mutually agreed upon by the Bunnell City Manager and the Flagler Beach City Manager.

3.5 Bunnell shall reimburse Flagler Beach for the expenses listed in Subsections 3.2 through 3.4 of City Engineer on a monthly basis. Flagler Beach shall provide Bunnell with a monthly invoice. Payment by Bunnell to Flagler Beach shall be under the provisions of the Florida Prompt Payment Act.

3.6 Flagler Beach shall reimburse Bunnell for up to fifty percent (50%) of any expenses incurred by Bunnell which are actually on behalf of both Flagler Beach and Bunnell in connection with the services covered hereunder, including travel costs and transportation expenses. Flagler Beach shall reimburse Bunnell on a monthly basis, after receipt of an invoice from Bunnell. Payment by Flagler Beach to Bunnell shall be under the provisions of the Florida Prompt Payment Act.

4. Scheduling/Supervision.

4.1 The Flagler Beach City Manager and the Bunnell City Manager shall agree upon a mutually acceptable schedule for City Engineer,

4.2 While performing services to Bunnell, the City Engineer shall be supervised by the Bunnell City Manager. At all other times, the City Engineer shall be supervised by the Flagler Beach City Manager.

4.3 The scope of services of the City Engineer to Flagler Beach shall be as directed by the Flagler Beach City Manager and not subject to this Agreement.

5. Meetings/Leave.

5.1 The Flagler Beach City Manager and the Bunnell City Manager shall coordinate the dates of all meetings so that City Engineer may attend all such meetings for Flagler Beach and Bunnell.

5.2 The City Engineer shall coordinate scheduled leave between the respective managers to ensure that both parties' needs are met.

6. Term and Termination.

6.1 This Agreement shall be effective upon execution by both parties and shall continue until terminated.

6.2 Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Upon notice of termination, Flagler Beach and Bunnell shall determine the amounts due to Flagler Beach for services of City Engineer performed up to the date of termination.

6.3 At any time during this Agreement, if the current City Engineer separates his engagement with Flagler Beach, the Flagler Beach City Manager and the Bunnell City Manager shall jointly select a replacement of City Engineer, subject to any additional requirements imposed by each municipality's respective charter.

6.4 In the event that the City Engineer position is vacated, Bunnell may terminate this Agreement with seven (7) days written notice to the Flagler Beach City Manager.

6.5 If the Flagler Beach City Manager and the Bunnell City Manager are unable to concur on an individual to serve as the replacement City Engineer, either party may terminate this agreement immediately upon written notice to the other party.

7. Liabilities/Indemnification.

7.1 Neither Bunnell nor Flagler Beach warrants the competency or integrity of the City Engineer.

7.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Bunnell shall defend, indemnify and hold harmless Flagler Beach and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Flagler Beach or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligence of the City Engineer while under the control of Bunnell. Bunnell shall promptly notify Flagler Beach of each claim, cooperate with Flagler Beach in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Flagler Beach's participation.

7.3 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Flagler Beach shall defend, indemnify and hold harmless Bunnell and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Bunnell or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligence of the City Engineer while under the control of Flagler Beach. Flagler Beach

shall promptly notify Bunnell of each claim, cooperate with Bunnell in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Bunnell's participation.

7.4 Neither party shall be responsible to the other party for conduct of the City Engineer that involves malfeasance, misfeasance, gross negligence, or illegal acts.

7.5 The indemnification provisions of this agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

7.6 The parties agree that by execution of this Agreement, no party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes.

8. Liability Insurance/Worker's Compensation/Disability.

8.1 Although the official acts of the City Engineer should be entitled to immunity under Florida Statutes, both Bunnell and Flagler Beach provide liability insurance in their respective municipalities that includes coverage and defense for the acts or omissions of their respective employees. Should a claim arise for actions of the City Engineer occurring within the scope of his employment, the claim shall be made to the insurance company of the municipality that the City Engineer was providing services to at the time of the activity.

8.2 Should the City Engineer suffer a disability or death as a result of personal injury sustained in connection with the performance of City Engineer's duties hereunder, the responsibility for payment of benefits between the parties shall be as specified in Sections 112.24(3)(d) and (4)(e), Florida Statutes.

9. Notices.

Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail, private postal service or hand delivery to:

Bunnell:

Dan Davis, City Manager
City of Bunnell
201 W. Moody Blvd.
Bunnell, FL 32110
Telephone: (386) 437-7500

With a Copy to:

Wade C. Vose, Esq.
Bunnell City Attorney

324 W. Morse Blvd.
Winter Park, FL 32789
Telephone: (407) 645-3735

Flagler Beach:

Larry Newsom, City Manager
City of Flagler Beach
105 S. Second St.
P.O. Box 70
Flagler Beach, FL 32136
Telephone: (386) 517-2000

With a copy to:

D. Andrew Smith, Esq.
Flagler Beach City Attorney
2300 Maitland Center Parkway
Suite 100
Maitland, FL 32751
Telephone: (407) 622-1772

10. Records, Retention, Audit

10.1 Each party shall keep records with respect to the expenditure of funds paid by it under this Agreement. All such records shall be retained for a minimum of three (3) years from the date of expiration of this Agreement.

10.2 The Flagler Beach City Manager or Bunnell City Manager or their respective designee may inspect and/or audit the financial records of the other party upon reasonable notice. Reasonable notice should include a written request of a minimum of seven (7) working days prior to the intended site visit and the specific records to be inspected.

10.3 Either municipality shall provide the other party's city manager or his, her designee access to the records during regular business hours. If in any audit of the municipality's records relating to this Agreement, either party finds a discrepancy between the actual amount of funds paid and the requirements of the Agreement, then the party shall within thirty (30) days of receipt of written notification from the other party, either credit/debit the party the amount of the discrepancy or refund the same. If either party disagrees with the other's audit, the party shall notify the other party's City Manager within fifteen (15) days of the receipt of the audit findings requesting an independent audit. The Bunnell City Manager and Flagler Beach City Manager shall select a mutually agreed upon independent auditor to review the audit and resolve the discrepancies. The auditor's fee will be paid by both parties equally.

11. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each

remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

12. Waiver of Jury Trial. The parties irrevocably, knowingly agree to waive their rights to a trial by jury in any action to enforce the terms or conditions of this Agreement.

13. Counterparts. This Agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

14. Choice of Law. This Agreement shall be governed by the laws of the State of Florida. Venue shall lie in Flagler County.

15. Dispute Resolution. The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement, provided that prior to the filing of any legal proceeding, the parties shall submit to the dispute resolution procedures of Chapter 164, Florida Statutes.

16. Assignment and Amendment. No assignment by either party of this Agreement or any part of it, or any monies due or to become due, shall be made. This Agreement may only be amended, by the parties, with the same formalities as this Agreement.

17. Employment Responsibility.

17.1 The City Engineer in the performance of such services, functions and responsibilities as are described and contemplated herein for Bunnell and Flagler Beach shall remain a Flagler Beach employee.

17.2 Flagler Beach shall be responsible for all employee insurance benefits and compensation during the course of employment with Flagler Beach. Accordingly, Bunnell shall not be called upon to assume any liability for or direct payment of any salaries, wages, compensation benefits under Chapter 441, Florida Statutes or any other amenities of employment to City Engineer for performing services, duties and responsibilities hereunder for the benefit of Bunnell, unless otherwise specifically provided herein.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

CITY OF BUNNELL

ATTEST:

By: _____
Catherine D. Robinson, Mayor

Sandi Bolser, CMC, City Clerk

Approved as to form and legality
for the City of Bunnell:

Wade C. Vose, City Attorney

Date: _____

ATTEST:

CITY OF FLAGLER BEACH

By: _____
Linda Provencher, Mayor

Penny Overstreet, City Clerk

Approved as to form and legality
for the City of Flagler Beach:

D. Andrew Smith, City Attorney

Date: _____