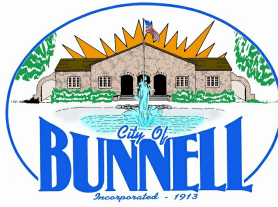


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING

Monday, March 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: None

C. Consent Agenda:

C.1. Approval of Warrant

- a. Approval of 2017 03 13 Warrant

C.2. Approval of Minutes

- a. Approval of the 2017 02 27 City Commission Minutes

C.3. Approval of City Manager Recommendation to hire Ron Bolser as the City of Bunnell Fire Chief

C.4. Acceptance of Cost-Share Agreement between the St Johns River Water Management District (SJRWMD) and the City of Bunnell

C.5. Request Approval of changes to Policy Section 308.1 On Call Policy.

C.6. Request to Approve Section 406.0 Health Insurance, Dental, Life Insurance

D. Public Comments:

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

E. Ordinances: (Legislative):

E.1. Ordinance 2017-03 Voluntarily Annexing ± .23 Acres of Property located in Flagler County- Second Reading.

E.2. Ordinance 2017-05 Amending the Bunnell Code of Ordinance Chapter 1 and Chapter 54 Providing Regulations for Swale Maintenance. - Second Reading.

- E.3.** Ordinance 2017-04 Request to Voluntarily Contract (De-Annex) Approximately 9.024 Acres of Property. – First Reading.
- E.4.** Ordinance 2017-06 Request to Vacate a Portion of Hardy Street. - First Reading.
- E.5.** Ordinance 2017-07 Request to Change the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Industrial. - First Reading.
- E.6.** Ordinance 2017-08 Request to Change the Zoning Designation of Approximately 1.92 Acres of Property from Bunnell R-1, Single Family Residential district to Bunnell, L-1, Light Industrial district. - First Reading.

F. Resolutions: (Legislative):

- F.1.** Resolution 2017-08 Renaming the private driveway known as "Hospital Drive" to "Honor Way."

G. Old Business: None

H. New Business:

- H.1.** Request to reimburse Pete Young for expenses he incurred to replace a pump in a holding tank on his property at 905 Gallberry Ct.

I. Reports:

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

Results of the Citizens' Survey

- **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 March 8, 2017



City of Bunnell, Florida

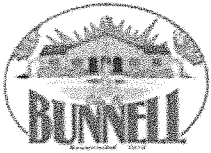
ATTACHMENTS:

Description

2017 03 13 Warrant

Type

Warrant



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 03/13/2017

Post Dates - 03/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Florida Blue	Life Insurance - 03 2017	001-2184000	282.53
		RHONDA HUBBERT	Hall Security Deposit Refund	001-2201000	125.00
		Florida Combined Life	Dental Insurance - 03/2017	001-2184000	1,834.20
		Colonial Life & Accident Insur	2/2017	001-2185000	580.74
		City of Bunnell - WS O&M	M&M Development	001-2291000	677.70
		Dorothy Walter-Irving	Hall Security Deposit Refund	001-2201000	150.00
		Marina Ellerin	Hall Security Deposit Refund	001-2201000	150.00
		City of Bunnell	Cancelled Hall Security Deposi	001-2201000	50.00
		Lisa Jenkins	CANCELLED Jenkins Hall Secur	001-2201000	100.00
		Florida Health Care Plans	FHC HMO T66	001-2184000	22,535.51
		Florida Health Care Plans	FHC Triple Option	001-2184000	1,318.82
		Florida Health Care Plans	FHC HMO T23	001-2184000	6,032.02
					33,836.52
Department: 511 - Legislative					
		Flagler County Clerk of Courts	CREDIT Duplicate Payment 21	001-0511-511.3300	-18.50
		Municipal Code Corporation	Land Development Code 13/C	001-0511-511.3400	2,298.25
		State of Florida Department o	Local Phone Service thru 1/26	001-0511-511.4100	17.22
		Spectrum Business	Hosted Voice 3/2-4/1	001-0511-511.4100	114.20
			Department 511 - Legislative Total:		2,411.17
Department: 512 - Executive					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
		Verizon Wireless	Cell Phone Service 1/14/17 - 2	001-0512-512.4100	52.15
		The Lake Doctors, Inc	STOCKING OF LAKE LUCILLE	001-0512-512.3400	320.00
		Spectrum Business	Hosted Voice 3/2-4/1	001-0512-512.4100	79.97
			Department 512 - Executive Total:		442.83
Department: 513 - Administrative Services					
		Capital Office Products	Envelopes, Mailers & Backrest	001-0513-513.5100	4.20
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.26
		State of Florida Department o	Phone Charges Instate & Out	001-0513-513.4100	0.19
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0513-513.3400	156.00
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0513-513.3400	738.00
		State of Florida Department o	Local Phone Service thru 1/26	001-0513-513.4100	86.10
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.26
		Spectrum Business	Hosted Voice 3/2-4/1	001-0513-513.4100	334.40
			Department 513 - Administrative Services Total:		1,321.41
Department: 516 - Finance					
		Capital Office Products	Envelopes, Mailers & Backrest	001-0516-516.5100	18.62
		Capital Office Products	Envelopes, Mailers & Backrest	001-0516-516.5100	4.21
			Department 516 - Finance Total:		22.83
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
		Quest Software Inc	AppAssure Hardware / Softw	001-0517-517.3400	1,430.03
		Quest Software Inc	AppAssure Hardware / Softw	001-0517-517.3400	1,302.08
		Verizon Wireless	Cell Phone Service 1/14/17 - 2	001-0517-517.4100	53.69
		Spectrum Business	Hosted Voice 3/2-4/1	001-0517-517.4100	36.35
			Department 517 - Information Technology Total:		2,417.28
Department: 521 - Law Enforcement					
		Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
		O'reilly Automotive Inc	Oil - PD#1401	001-0521-521.4620	18.98
		State of Florida Department o	CREDIT - PD	001-0521-521.4100	-396.94

Warrant

Payable Dates: - 03/13/2017 Post Dates: - 03/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
		Bankcard Center	Spindle for Vehicle # 1609	001-0521-521.4620	65.00
		Boulevard Tire Center	Wheel Alignment - PD #1609	001-0521-521.4620	79.95
		Galls - An Aramark Company	Item # UA-123-NAV Private C	001-0521-521.4200	5.00
		Galls - An Aramark Company	Item # UA-123-NAV Private C	001-0521-521.5220	10.80
		Galls - An Aramark Company	Item # UA-123-NAV Private C	001-0521-521.5220	7.20
		Galls - An Aramark Company	Item # UA-123-NAV Private C	001-0521-521.5220	3.20
		Verizon Wireless	Cell Phone Service 1/14/17 - 2	001-0521-521.4100	376.78
		Boulevard Tire Center	(2) Rear Tires - Vehicle #800	001-0521-521.4620	224.54
		O'reilly Automotive Inc	Lower Control Arm & Brakes -	001-0521-521.4620	348.55
		O'reilly Automotive Inc	CREDIT - Lower Control Arm -	001-0521-521.4620	-152.79
		O'reilly Automotive Inc	Oil & Air Filter, Wipers, & Oil -	001-0521-521.4620	111.62
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	407.76
		Galls - An Aramark Company	Item # UA-123-NAV Private C	001-0521-521.5220	6.40
		CISS, Inc.	2 Background/Credit Checks	001-0521-521.3400	110.00
		CISS, Inc.	2 Background/Credit Checks	001-0521-521.3400	70.00
		Capital Office Products	HP 1112 Desk Jet Printer	001-0521-521.5200	175.00
		Capital Office Products	HP 1112 Desk Jet Printer	001-0521-521.5200	270.00
		Capital Office Products	HP 1112 Desk Jet Printer	001-0521-521.5200	306.00
		Capital Office Products	HP 1112 Desk Jet Printer	001-0521-521.5200	292.00
		State of Florida Department o	Phone Charges Instate & Out	001-0521-521.4100	0.03
		O'reilly Automotive Inc	Oil & Filter - PD#1401	001-0521-521.4620	58.68
		Capital Office Products	HP 1112 Desk Jet Printer	001-0521-521.5200	75.00
		Bankcard Center	Mailing to JAX Ops Cntr	001-0521-521.4200	9.40
		Communications Internationa	Hand Held & Vehicle Radar Ca	001-0521-521.4620	399.25
		State of Florida Department o	Local Phone Service thru 1/26	001-0521-521.4100	17.22
		Wright Printery Inc	Property & Evidence Envelop	001-0521-521.4700	370.00
		Bankcard Center	Mailing to JAX Ops Cntr	001-0521-521.4200	9.40
		Bankcard Center	Mailing to JAX Ops Cntr	001-0521-521.4200	9.10
		Spectrum Business	Internet Service - Police Depa	001-0521-521.4100	124.00
		City of Bunnell - WS O&M	200 S Church St	001-0521-521.4300	47.51
		Spectrum Business	Hosted Voice 3/2-4/1	001-0521-521.4100	259.63
		Bankcard Center	Blanket PO for Miscellaneous	001-0521-521.4200	9.40
Department 521 - Law Enforcement Total:					3,716.80

Department: 522 - Fire Control

Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
Bankcard Center	Nitrile Seal	001-0522-522.4640	4.20
Ten-8 Fire Equipment Inc.	Filter Prewrap & Air Filter	001-0522-522.5220	38.82
DG Hardware, Inc.	Bulbs	001-0522-522.4620	10.79
Bankcard Center	Bushing	001-0522-522.4640	28.66
Bankcard Center	Pulley & Bushings - FD	001-0522-522.4640	137.06
Advanced Auto Parts	Thread Locks - FD#W62	001-0522-522.4620	10.00
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	103.98
Ten-8 Fire Equipment Inc.	Fire Boots	001-0522-522.5220	534.59
State of Florida Department o	Phone Charges Instate & Out	001-0522-522.4100	0.81
State of Florida Department o	Local Phone Service thru 1/26	001-0522-522.4100	5.80
U Name It	Blanket PO - t-shirts, polo shir	001-0522-522.5220	760.65
Ten-8 Fire Equipment Inc.	Visor	001-0522-522.5220	256.42
State of Florida Department o	Wireless Air Cards FD	001-0522-522.4100	108.15
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	248.48
Department 522 - Fire Control Total:			2,322.69

Department: 524 - Community Development

State of Florida Department o	CORRECTION Quarterly Buildi	001-0524-524.4900	-72.55
News Journal	Legal Ad- Vacating and Aband	001-0524-524.4800	84.55
News Journal	Legal Ad - Amending COB Co	001-0524-524.4800	84.55
News Journal	Legal Ad- Variance Request 6	001-0524-524.4800	32.80
News Journal	Legal Ad- Ordinance Rezoning	001-0524-524.4800	71.20
Verizon Wireless	Cell Phone Service 1/14/17 - 2	001-0524-524.4100	15.06
Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0524-524.3401	25.00
JMM Surveying & Mapping LL	Survey for FRDAP Grant A706	001-0524-524.3400	300.00

Warrant

Payable Dates: - 03/13/2017 Post Dates: - 03/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
		Alliant Engineering Inc	Engineering Review- Site Plan	001-0524-524.3400	750.00
		Capital Office Products	Card Stock Paper for Notices-	001-0524-524.5100	16.79
		Spectrum Business	Hosted Voice 3/2-4/1	001-0524-524.4100	164.60
		Department 524 - Community Development Total:			1,472.00

Department: 541 - Road and Street Facilities

Grainger	Asphalt Rake	001-0541-541.5200	-83.00
BuildersFirst	CREDIT - Railroad Ties	001-0541-541.4600	-79.20
BuildersFirst	OFFSET DUPLICATE CREDIT IN	001-0541-541.5300	79.20
BuildersFirst	CREDIT	001-0541-541.5300	-45.84
Verizon Wireless	Cell Phone Service 1/14/17 - 2	001-0541-541.4100	118.76
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	164.38
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5215	74.95
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	213.57
UniFirst Corporation	UNIFORMS	001-0541-541.5220	45.19
State of Florida Department o	Local Phone Service thru 1/26	001-0541-541.4100	17.22
UniFirst Corporation	UNIFORMS	001-0541-541.5220	56.89
Spectrum Business	Internet Service - PW	001-0541-541.4100	104.28
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	160.22
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
Spectrum Business	Hosted Voice 3/2-4/1	001-0541-541.4100	72.70
	Department 541 - Road and Street Facilities Total:		1,221.87

Department: 572 - Parks and Recreation

Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	82.69
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	35.42
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	50.26
DG Hardware, Inc.	Light Bulb	001-0572-572.5200	16.19
UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.70
DG Hardware, Inc.	Plunger & Light Bulb	001-0572-572.5200	20.67
DG Hardware, Inc.	Plunger	001-0572-572.5200	8.09
DG Hardware, Inc.	Quickcrete & Twine	001-0572-572.5200	19.40
UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.70
City of Bunnell - WS O&M	200 S Church St	001-0572-572.4300	142.53
City of Bunnell - WS O&M	401 E Court St	001-0572-572.4300	183.65
City of Bunnell - WS O&M	405 E Drain St	001-0572-572.4300	176.51
The Lake Doctors, Inc	MONTHLY MAINTENANCE - HI	001-0572-572.3400	90.00
	Department 572 - Parks and Recreation Total:		864.81

Department: 590 - Proprietary - other Non-Operating Disbursements

News Journal	Legal Ad- Invitation to Bid RC	001-0590-590.4800	885.00
	Department 590 - Proprietary - other Non-Operating Disbursements Total:		885.00

Fund 001 - GENERAL FUND Total: 50,935.21

Warrant

Payable Dates: - 03/13/2017 Post Dates: - 03/13/2017

(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
		Pitney Bowes Inc	Printed Envelopes	401-0533-533.4700	180.10
		Pitney Bowes Inc	Printed Envelopes	401-0533-533.4700	270.15
		Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0533-533.3401	56.48
		Verizon Wireless	Cell Phone Service 1/14/17 - 2	401-0533-533.4100	209.69
		Bunnell Auto Supply, Inc.	Screws, Batt Cables, Ratchet,	401-0533-533.4620	276.45
		Advanced Auto Parts	Lock Cylinder Ignition - UT#93	401-0533-533.4620	28.28
		Advanced Auto Parts	Super Glue - UT#931	401-0533-533.4620	4.99
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	123.44
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	45.96
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	85.04
		Morton Salt Inc	INDUSTRIAL SOLAR SALT ION	401-0533-533.5205	3,056.97
		Capital Office Products	Envelopes, Mailers & Backrest	401-0533-533.5102	27.49
		Capital Office Products	Envelopes, Mailers & Backrest	401-0533-533.5102	24.95
		Capital Office Products	Envelopes, Mailers & Backrest	401-0533-533.5102	10.31
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		DEX Imaging	115283 V665801326 UT	401-0533-533.4400	21.25
		DEX Imaging	115283 V665801326 UT	401-0533-533.4700	15.68
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	37.54
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	9.02
		USA Blue Book	WTP / WWTP OPERATING SU	401-0533-533.5205	32.85
		USA Blue Book	WTP / WWTP OPERATING SU	401-0533-533.5205	99.45
		USA Blue Book	WTP / WWTP OPERATING SU	401-0533-533.5205	28.95
		USA Blue Book	WTP / WWTP OPERATING SU	401-0533-533.5205	132.02
		USA Blue Book	WTP / WWTP OPERATING SU	401-0533-533.5205	35.71
		USA Blue Book	WTP / WWTP OPERATING SU	401-0533-533.5205	25.73
		State of Florida Department o	Phone Charges Instate & Out	401-0533-533.4100	0.01
		AT&T	Analog Circuit - Alarm Auto Di	401-0533-533.4100	23.60
		Hawkins Inc	WTP CHEMICALS	401-0533-533.5205	744.00
		DG Hardware, Inc.	Fabric Landscape	401-0533-533.5205	21.58
		Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0533-533.5205	25.13
		Advanced Auto Parts	Hand Cleaner, 2" Coarse Disc	401-0533-533.4620	54.29
		State of Florida Department o	Local Phone Service thru 1/26	401-0533-533.4100	51.24
		DG Hardware, Inc.	Compact Hacksaw & Quickcre	401-0533-533.5205	30.18
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	27.26
		DG Hardware, Inc.	Quickcrete	401-0533-533.5205	10.77
		City of Bunnell - WS O&M	100 Utility St	401-0533-533.4300	296.15
		City of Bunnell - WS O&M	305 Tolman St	401-0533-533.4300	80.11
		Spectrum Business	Hosted Voice 3/2-4/1	401-0533-533.4100	37.40
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	195.00
Department 533 - Water Utility Services Total:					6,454.44
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
		Sizemore Welding, Inc.	CREDIT- COB-06658-2016	401-0535-535.5200	-56.00
		Pitney Bowes Inc	Printed Envelopes	401-0535-535.4700	180.10
		Pitney Bowes Inc	Printed Envelopes	401-0535-535.4700	270.15
		City of Palm Coast	VAC-CON PURCHASE	401-0535-535.6400	75,000.00
		ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF B	401-0535-535.3400	950.00
		Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0535-535.3400	56.49
		Verizon Wireless	Cell Phone Service 1/14/17 - 2	401-0535-535.4100	128.19
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	58.71
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	37.53
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	133.16
		Capital Office Products	Envelopes, Mailers & Backrest	401-0535-535.5100	24.94
		Capital Office Products	Envelopes, Mailers & Backrest	401-0535-535.5100	27.50
		Capital Office Products	Envelopes, Mailers & Backrest	401-0535-535.5100	10.30
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26

Warrant

(None)

Payable Dates: - 03/13/2017 Post Dates: - 03/13/2017

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

DEX Imaging	115283 V665801326 UT	401-0535-535.4400	21.25
DEX Imaging	115283 V665801326 UT	401-0535-535.4700	15.68
DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	9.02
DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	37.54
USA Blue Book	WTP / WWTP OPERATING SU	401-0535-535.5200	47.10
USA Blue Book	WTP / WWTP OPERATING SU	401-0535-535.5200	82.66
USA Blue Book	WTP / WWTP OPERATING SU	401-0535-535.5200	81.59
USA Blue Book	WTP / WWTP OPERATING SU	401-0535-535.5200	42.92
USA Blue Book	WTP / WWTP OPERATING SU	401-0535-535.5200	32.85
State of Florida Department o	Phone Charges Instate & Out	401-0535-535.4100	0.02
O'reilly Automotive Inc	Oil Filter, Oil & Wiper Fluid -	401-0535-535.4620	127.74
Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	294.40
Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0535-535.5200	25.12
State of Florida Department o	Local Phone Service thru 1/26	401-0535-535.4100	31.55
UniFirst Corporation	UNIFORMS	401-0535-535.5220	31.64
DG Hardware, Inc.	Coduits, Couple, Terminal, Re	401-0535-535.5200	67.20
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	859.63
City of Bunnell - WS O&M	305 Tolman St	401-0535-535.4300	80.11
City of Bunnell - WS O&M	Lincoln St LS	401-0535-535.4300	64.51
City of Bunnell - WS O&M	1001 D S State St - LIFT	401-0535-535.4300	42.57
Spectrum Business	Hosted Voice 3/2-4/1	401-0535-535.4100	37.40

Department 535 - Sewer / Wastewater Services Total: 78,805.55

Department: 536 - Engineering - Utilities

State of Florida Department o	Local Phone Service thru 1/26	401-0536-536.4100	17.22
-------------------------------	-------------------------------	-------------------	-------

Department 536 - Engineering - Utilities Total: 17.22

Fund 401 - ENTERPRISE FUND **Total:** 85,277.21

Warrant

Payable Dates: - 03/13/2017 Post Dates: - 03/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		Rush Truck Centers of Florida	CREDIT - TAX REF Fan Blad an	402-0534-534.4620	-30.94
		Tetra Tech Inc.	Hurrican Matthew Debris Mo	402-0534-534.3400	30,550.50
		Verizon Wireless	Cell Phone Service 1/14/17 - 2	402-0534-534.4100	104.30
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	788.85
		Advanced Auto Parts	Alternator - SW#926	402-0534-534.4620	149.99
		Advanced Auto Parts	Oil & Air Filter & Oil - SW#926	402-0534-534.4620	90.26
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		Tetra Tech Inc.	Hurrican Matthew Debris Mo	402-0534-534.3400	2,296.25
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,029.40
		Environmental Land Services	Roll off container for FCSB	402-0534-534.3400	265.00
		Bunnell Auto Supply, Inc.	Hyd Hose Fittings, Ctr Punch,	402-0534-534.4620	59.88
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		CISS, Inc.	Background Check - William FI	402-0534-534.3400	55.00
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,090.39
		Spectrum Business	Hosted Voice 3/2-4/1	402-0534-534.4100	55.57
Department 534 - Garbage / Solid Waste Control Services Total:					42,541.39
Fund 402 - SOLID WASTE Total:					42,541.39

Warrant

Payable Dates: - 03/13/2017 Post Dates: - 03/13/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 502 - Municipal Complex Building Fund					
Department: 519 - Municipal Complex					
		Sun Country Termite & Pest C	PEST CONTROL MUNICIPAL C	502-0519-519.3401	150.00
		Lowe Structures Inc.	Wind Load Study for City Hall	502-0519-519.3401	1,895.00
		City of Bunnell - WS O&M	201 W Moody Blvd - Municip	502-0519-519.4300	544.79
			Department 519 - Municipal Complex Total:		2,589.79
			Fund 502 - Municipal Complex Building Fund Total:		2,589.79
			Grand Total:		181,343.60

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	50,935.21
401 - ENTERPRISE FUND	85,277.21
402 - SOLID WASTE	42,541.39
502 - Municipal Complex Building Fund	2,589.79
Grand Total:	181,343.60

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3300	Recording Fees	-18.50
001-0511-511.3400	Other Contract Services	2,298.25
001-0511-511.4100	Communications Expens	131.42
001-0512-512.3400	Other Contracted Servic	320.00
001-0512-512.4100	Communications Expens	122.83
001-0513-513.3400	Other Contract Services	894.00
001-0513-513.4100	Communications Expens	420.69
001-0513-513.5100	Office Supplies Expense	4.20
001-0513-513.5220	Uniforms Exp	2.52
001-0516-516.5100	Office Supplies	22.83
001-0517-517.3400	Other Contract Services	2,732.11
001-0517-517.4100	Communications Expens	79.17
001-0517-517.5200	Operating Supplies	-394.00
001-0521-521.3400	Other Contract Services	180.00
001-0521-521.4100	Communications Expens	369.85
001-0521-521.4200	Postage	42.30
001-0521-521.4300	Utility - Public Services	47.51
001-0521-521.4620	Repair / Maint - Vehicles	1,153.78
001-0521-521.4700	Printing / Binding Expen	370.00
001-0521-521.5200	Operating Supplies	1,118.00
001-0521-521.5210	Fuel	407.76
001-0521-521.5220	Uniforms Exp	27.60
001-0522-522.4100	Communications Expens	219.04
001-0522-522.4300	Utility - Public Services	248.48
001-0522-522.4620	Repair / Maint - Vehicles	20.79
001-0522-522.4640	Repair/Maint - Equipme	169.92
001-0522-522.5200	Operating Supplies	-30.00
001-0522-522.5210	Fuel	103.98
001-0522-522.5220	Uniforms Exp	1,590.48
001-0524-524.3400	Other Contract Services	1,050.00
001-0524-524.3401	Bldg / Fire Inspection Ex	25.00
001-0524-524.4100	Communications Expens	179.66
001-0524-524.4800	Advertising / Promo Exp	273.10
001-0524-524.4900	Other Current Chgs & O	-72.55
001-0524-524.5100	Office Supplies Expenses	16.79
001-0541-541.4100	Communications Expens	312.96
001-0541-541.4300	Utility - Public Services	482.77
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.5200	Operating Supplies	-83.00
001-0541-541.5210	Fuel	377.95
001-0541-541.5215	Fuel - Off Road Diesel	74.95
001-0541-541.5220	Uniforms Exp	102.08
001-0541-541.5300	Road Repair Local Optio	33.36
001-0572-572.3400	Other Contract Services	90.00
001-0572-572.4300	Utility - Public Services	502.69
001-0572-572.5200	Operating Supplies	64.35
001-0572-572.5210	Fuel	168.37
001-0572-572.5220	Uniforms Exp	39.40
001-0590-590.4800	Advertising	885.00

Completed by

 Approved by:


Account Summary

Account Number	Account Name	Expense Amount
001-2184000	Med/Health Employee Li	32,003.08
001-2185000	125 Plans Employee Pay	580.74
001-2201000	Deposits Paybl - CtyHall/	575.00
001-2291000	Due to M & M Develop	677.70
401-0533-533.3401	Other Contract Services	251.48
401-0533-533.4100	Communications Expens	309.52
401-0533-533.4300	Utility - Public Services	376.26
401-0533-533.4400	Rental / Lease Expense	21.25
401-0533-533.4620	Repair / Maint - Vehicles	364.01
401-0533-533.4700	Printing / Binding Expen	512.49
401-0533-533.5102	Office Supplies - Water	62.75
401-0533-533.5205	Operating Supplies Exp -	4,243.34
401-0533-533.5210	Fuel	254.44
401-0533-533.5220	Uniforms Exp	58.90
401-0535-535.3400	Other Contract Services	1,006.49
401-0535-535.4100	Communications Expens	192.86
401-0535-535.4300	Utility - Public Services	1,175.84
401-0535-535.4400	Rental / Lease Expense	21.25
401-0535-535.4620	Repair / Maint - Vehicles	127.74
401-0535-535.4700	Printing / Binding Expen	512.49
401-0535-535.5100	Office Supplies Expenses	62.74
401-0535-535.5200	Operating Supplies	617.84
401-0535-535.5210	Fuel	229.40
401-0535-535.5220	Uniforms Exp	58.90
401-0535-535.6300	Improvements - Other T	-200.00
401-0535-535.6400	Machinery/Equipment E	75,000.00
401-0536-536.4100	Communications Expens	17.22
402-0534-534.3400	Other Contract Services	41,286.54
402-0534-534.4100	Communications - Solid	159.87
402-0534-534.4620	Repair/Maint Vehicles -	269.19
402-0534-534.5210	Fuel	788.85
402-0534-534.5220	Uniforms - Solid Waste	36.94
502-0519-519.3401	Other Contract Services	2,045.00
502-0519-519.4300	Utility Public Service	544.79
	Grand Total:	181,343.60

Project Account Summary

Project Account Key	Expense Amount
None	181,343.60
Grand Total:	181,343.60



City of Bunnell, Florida

ATTACHMENTS:

Description

2017 02 27 City Commission 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, February 27, 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: 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 City Clerk Sandra Bolser.

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

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Problem Gambling Awareness Month: Mayor Robinson read the proclamation aloud.

C. Consent Agenda:

C.1. Approval of Warrant

2017 02 27 Warrant

C.2. Approval of Minutes

2017 02 13 City Commission Minutes

C.3. Request to re-appoint Kathryn Davis as a regular board member to the Code Enforcement Board for another three-year term.

C.4. Request to re-appoint Mr. Peter Young as the City Commission appointed member of the Volunteer Firefighters' Retirement System.

C.5. Request to Update Policy 1002.0 Public Records Request.

C.6. Request to Update Policy 1002.2 Public Information Officer.

C.7. Request to Update Policy 1002.3 Social Media Policy.

C.8. Request to update Policy Section 312.0 Separation from Employment.

C.9. Request to Piggyback off the Quenton L. Hampton Associates, Inc. (QLHA) contract with the City of Holly Hill for engineering services.

C.10. Request approval of Change Order for Debris Monitoring Purchase Order.

Consent Agenda Item C-3 was pulled for discussion by Mayor Robinson. Consent Agenda Items C-9 and C-10 was pulled for discussion by Commissioner Robinson.

Motion: Approve Consent Agenda items: C-1, C-2, C-4, C-5, C-6, C-7, and C-8.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Baxley

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

C-3. Request to re-appoint Kathryn Davis as a regular board member to the Code Enforcement Board for another three-year term: Mayor Robinson inquired whether this appointment could be considered a conflict of interest. City Attorney asked what Kathryn Davis' relationship is to the board. Mayor Robinson stated she is the City Manager's wife. Attorney Vose advised there is no conflict of interest.

Motion: Approve Consent Agenda item: C-3.

Motion by: Commissioner Baxley

Seconded: Vice Mayor Rogers

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

C.9. Request to Piggyback off the Quenton L. Hampton Associates, Inc. (QLHA) contract with the City of Holly Hill for engineering services. Commissioner Robinson asked how much this is going to cost the City and if the City's new Engineer is not able to handle this. City Manager Davis explained this item is not requesting approval of a specific project, but is for a continuing services contract. It was our Engineer who recommended we pursue this service. Mayor Robinson asked if the costs for this contract is above what we are paying for the current Engineer. City Manager Davis explained the City is not paying anything to enter into this contract. When we need these services, we will receive a quote for a specific project. Mr. Davis reminded the Board of the time our Wastewater Permit was about to expire and we had to work with an engineer to meet the deadline for renewal. Commissioner Baxley asked for clarification on the budgeted amount of \$45,000 for the part-time Engineer. City Manager Davis stated we have budgeted for this service, but haven't incurred any cost, so we are still ahead of the game.

Motion: Approve Consent Agenda item: C-9.

Motion by: Commissioner Baxley

Seconded: Commissioner Tucker

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

C.10. Request approval of Change Order for Debris Monitoring Purchase Order. Commissioner Robinson asked if this a separate charge from the one already approved by FEMA for reimbursement. Finance Director explained the Public Assistance Contract is the

only thing that has been passed. The City has not filed all of the claims for reimbursement from FEMA yet and it may take up to a year to be reimbursed.

This is a request for a Change Order for the debris monitoring. The City started picking up the debris as well to expedite the cleanup so we could get a larger percent of reimbursement.

Motion: Approve Consent Agenda item: C-10.

Motion by: Commissioner Baxley

Seconded: Commissioner Robinson

Board Discussion: None.

Public discussion: Daisy Henry asked if home owners will receive money for the debris pickup they were charged for after the hurricane. City Manager Davis explained the homeowners will have to contact FEMA.

Vote: Motion carried 5-0.

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 asked if the Mary Fullwood house could be burned by the Fire Department as a training exercise.

E. Ordinances: (Legislative):

E.1. Ordinance 2017-03 Voluntarily Annexing ± .23 Acres of Property located in Flagler County- First Reading: Attorney Vose read the short title into the record. Acting Community Development Director Kristen Bates explained the proposed ordinance.

Motion: Approve Ordinance 2017-03 Voluntarily Annexing ± .23 Acres of Property located in Flagler County- First Reading.

Motion by: Commissioner Tucker

Seconded: Vice Mayor Rogers

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

E.2. Ordinance 2017-05 Amending the Bunnell Code of Ordinance Chapter 54 Providing Regulations for Swale Maintenance. - First Reading: Attorney Vose read the short title into the record. Acting Community Development Director Kristen Bates explained the proposed ordinance.

Motion: Approve Ordinance 2017-05 Amending the Bunnell Code of Ordinance Chapter 54 Providing Regulations for Swale Maintenance. - First Reading:

Motion by: Vice Mayor Rogers

Seconded: Commissioner Robinson

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

F. Resolutions: (Legislative):

F.1. Resolution 2017-02 Non-Ad Valorem Refunding Revenue Note Series 2017: Attorney Vose read the short title into the record. Finance Director Stella Gurnee explained the proposed resolution.

Motion: Adopt Resolution 2017-02 Non-Ad Valorem Refunding Revenue Note Series 2017

Motion by: Vice Mayor Rogers

Seconded: Commissioner Baxley

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

F.2. Resolution 2017-03 Authorizing a Water/Sewer Refunding Note: Attorney Vose read the short title into the record. Finance Director Stella Gurnee explained the proposed resolution.

Motion: Adopt Resolution 2017-03 Authorizing the Water/Sewer Refunding Note.

Motion by: Commissioner Baxley

Seconded: Vice Mayor Rogers

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0.

F.3. Resolution 2017-05 Amending the General Fund, General Debt Service Fund and Water Sewer Operating Budgets: Attorney Vose read the short title into the record. Finance Director Stella Gurnee explained the proposed resolution.

Motion: Adopt Resolution 2017-05 Amending the General Fund, General Debt Service Fund and Water Sewer Operating Budgets as read by the City Attorney.

Motion by: Commissioner Robinson

Seconded: Vice Mayor Rogers

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0

F.4. Resolution 2017-07: Supporting Initiatives Raising the Age to Access Tobacco: Attorney Vose read the short title into the record. City Manager Dan Davis explained the proposed resolution.

Motion: Adopt Resolution 2017-07: Supporting Initiatives Raising the Age to Access Tobacco.

Motion by: Vice Mayor Rogers

Seconded: Commissioner Tucker

Board Discussion: None.

Public discussion: None.

Vote: Motion carried 5-0

G. Old Business:

G.1. Re-address City of Bunnell Utilities Maintenance and Responsibility of PEP systems

This item was introduced by City Manager Dan Davis. Mr. Davis advised that Vice Mayor Rogers requested we bring this back for discussion. He explained the issue with a resident in Saw Mill Estates and advised staff would like to bring this back as an Ordinance.

Motion: Table.

Motion by: Commissioner Baxley

Seconded: Commissioner Robinson

Board Discussion: Commissioner Baxley advised this was supposed to have been handled by the prior City Manager. The City Manager was to get a copy of the City of Palm Coast's Ordinance and develop an Ordinance for the City. Apparently that was never done. He suggested the Board table the item and give the City Manager a chance to develop the ordinance as was voted on in 2013.

Public discussion: None

Vote: Motion carried 4-1. Summary Vote: Yes: Mayor Robinson, Commissioner Tucker, Commissioner Baxley, and Commissioner Robinson. No: Vice Mayor Rogers.

H. New Business:

H.1. Establish New Bank Account with Center State Bank.

This item was introduced by Finance Director Stella Gurnee advising the Center State Bank has offered an interest rate of .89% for two years. Our current bank offers less than half the rate. Mr. Lubi was introduced.

Motion: Approve the new bank account with Center State Bank.

Motion by: Commissioner Baxley

Seconded: Commissioner Tucker

Board Discussion: Commissioner Baxley asked if the Federal Government raises the rates in the next two years, are we tied to this rate. Mr. Lubi advised the bank will revisit this on a quarterly basis and come back with a new offer.

Public discussion: None.

Vote: Motion carried 5-0

I. Reports:

- **City Clerk:** Nothing to report.
- **City Attorney:** advised he will be providing a heads-up on some bills going through Tallahassee right now. One in particular is being pushed by a State Representative from Brevard County to take away all of the regulatory power from Cities. There are attacks on Cities' Home Rule.
- **City Manager:** City Manager's Newsletter for January 2017. The Citizen's Survey that was being conducted through the end of the month of February. Staff will provide a presentation once the survey is finalized.
- We borrowed an arborist from Palm Coast to check out some trees that Public Works has concerns about. These trees were found to be unhealthy and some are dying. One is dead and staff is removing it this week as it poses a danger. The trees that are near power lines will have to be taken down by professions; however, this can wait until next year.

- Conducted Fire Chief interviews today and plan to make a decision soon. All of the Commission will be notified of the selected applicant. We will put this on the next agenda to be ratified by the Board.
- Advised of a change in plans for Chief Fraser's retirement celebration. We want to change the date and time to March 29th at 1:00 PM at the new Southern Table Restaurant. We will be sending out flyers with further details.
- **Mayor and City Commissioners**
 - **Commissioner Tucker:** Nothing to report.
 - **Commissioner Baxley:** Asked about the ethics training. City Attorney advised the training should take place after the election, suggested a Wednesday in mid-April.
 - **Commissioner Robinson:** Apologized for missing the last meeting.
 - Advised she attended the Carver Board meeting and everything is going well.
There is a ribbon cutting scheduled for March 10th for the new walking trail at the Carver fields.
She also stated she participated in the Boys' and Girls' Club of Volusia/Flagler County.
 - **Vice Mayor Rogers:** Nothing to report.
 - **Mayor Robinson:** Nothing to report.

J. Call for Adjournment.

Motion: Adjourn meeting at 7:51 PM.

Motion by: Commissioner Baxley

Seconded by: Commissioner Robinson

Vote: Motion carried 5-0.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 2/28/2017 Amount: N/A
Department: City Manager Account #: N/A
Subject: Approval of City Manager Recommendation to hire Ron Bolser as the City of Bunnell Fire Chief
Agenda Section: Consent Agenda:

Summary/Highlights:

The City Manager, current Fire Chief, and HR Administrator conducted interviews for Fire Chief and unanimously selected Ron Bolser to be the new Bunnell Fire Chief. In addition to being the part-time Fire Chief, Mr. Bolser has agreed to continue his role as volunteer Code Enforcement officer.

The City advertised the position of Part-time Fire Chief in the Florida League of Cities, Employee Florida, Fire Chiefs' Association and the City's website.

Background:

Ron has 50 years experience in the fire service starting as a volunteer in St. Johns County at the age of 16. He served as a member of the Crash Crew in the Marine Corps from 1968 - 1972.

Ron became a paramedic in 1986 and worked in Bradenton, Florida Fire/Rescue as a paramedic before coming to work for Flagler County Fire/Rescue in 1992. He retired as a Battalion Captain in the Flagler County Fire/Rescue in February 2014. He also worked for the Flagler County Sheriff's Office as a part-time Inmate Facility Paramedic from 2003 - 2008

Staff Recommendation:

Approve the City Manager's recommendation to hire Ron Bolser as the City of Bunnell Fire Chief.

City Attorney Review:

Finance Department Review/Recommendation:



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 3/1/2017 Amount: N/A
Department: Utilities Account #: N/A
Subject: Acceptance of Cost-Share Agreement between the St Johns River Water Management District (SJRWMD) and the City of Bunnell
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
AGREEMENT	Contract
SJRWMD 2017 REDI APPLICATION, SIGNED	Contract

Summary/Highlights:

This is a request to authorize the Mayor to sign the SJRWMD Cost-Share Agreement for the Fiscal Year 2017 Rural Economic Development Initiative (REDI) Community & Innovative Projects Cost-Share.

Background:

At its December 2016 meeting, the SJRWMD Governing Board selected the City of Bunnell's proposal for cost-share funding for the Reclaimed Water Main Extension Project.

For satisfactory completion of the Project, the District shall pay Recipient approximately one hundred percent (100%) of the total construction cost of the Project, but in no event shall the District cost-share exceed \$495,000.

The Agreement Contract requires the Mayor's Signature.

Staff Recommendation:

Authorize the acceptance of the Cost-Share Agreement between the St Johns River Water Management District and the City of Bunnell, and authorize the Mayor to sign the Agreement document.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend acceptance of agreement.

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

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

RECITALS

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

The District's Rural Economic Development Initiative (REDI) Community and Innovative cost-share funding program for fiscal Year 2016-2017 (FY17) is designed to fund the construction of projects or innovative pilot projects that benefit the District core missions. Its goals may contribute to: 1) reduction in water demand through indoor and outdoor conservation measures; 2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; 3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and 4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District's core mission focus. Furthermore, projects for REDI communities may maintain and enhance existing water supply and wastewater systems.

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

At its December 2016 meeting, the Governing Board selected Recipient's proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the "Project"):

Reclaimed Water Main Extension Project

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

1. **TERM; WITHDRAWAL OF OFFER.**

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same ("Effective Date") until July 31, 2018 ("Completion Date"). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before May 1, 2018. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District's Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates forty-five (45) days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District's Project Manager, stating the reason(s) therefor. Request for extension of time after the forty-five (45) days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction, which is eligible for District reimbursement, does not begin before December 31, 2017, or if the first invoice for non-construction projects is not submitted by December 31, 2017, the cost-share agreement will be subject to termination and the funds subject to reallocation.

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

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

4. **AMOUNT OF FUNDING.**

- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately one hundred percent (100%) of the total construction cost of the Project, but in no event shall the District cost-share exceed \$495,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District's Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.

- (b) "Construction cost" is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient's cost-share.
- (c) Cost-share funding shall not be provided for expenses incurred after the Completion Date.

5. PAYMENT OF INVOICES.

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpay@sjrwmd.com. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately one hundred percent (100%) of approved cost or the not-to-exceed sum of \$495,000, whichever is less. The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than forty-five (45) days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than thirty (30) days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent (10%) of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten (10) days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) District encumbrance number; (3) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form; (4) Recipient's invoice number and date of invoice; (5) District Project Manager; (6) Recipient's Project Manager; (7) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (8) Progress Report (if required); (9) Diversity Report

(if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within twenty (20) business days of receipt, stating the basis for rejection. Payments shall be made within forty-five (45) days of receipt of an approved invoice.

- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.
- (g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

6. **LIABILITY AND INSURANCE.** Each party is responsible for all personal injury and property damage attributable to the negligent acts or omissions of that party, its officers, employees and agents. Recipient accepts all risks arising from construction or operation of the Project. Nothing contained herein shall be construed or interpreted as denying to any party any remedy or defense available under the laws of the state of Florida, nor as a waiver of sovereign immunity of the state of Florida beyond the waiver provided for in section 768.28, Fla. Stat., as amended. Each party shall acquire and maintain throughout the term of this Agreement such liability, workers' compensation, and automobile insurance as required by their current rules and regulations.

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the District may allow. For the

purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. PROJECT MANAGEMENT.

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Project. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; or (4) e-mail. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail are deemed delivered on the date transmitted and received.

DISTRICT

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

RECIPIENT

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

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor changes in the Project that the parties agree are not inconsistent with the purpose of the Project, do not affect the District cost-share, Completion Date, or otherwise significantly modify the terms of the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

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

10. **FAILURE TO COMPLETE PROJECT.**

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within thirty (30) days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within ninety (90) days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 10(a) and 10(b) shall survive the termination or expiration of this Agreement.

11. **TERMINATION.** If Recipient materially fails to fulfill its obligations under this Agreement, including any specific milestones established herein, the District may provide Recipient written notice of the deficiency by forwarding a Notice to Cure, citing the specific nature of the breach. Recipient shall have thirty (30) days following receipt of the notice to cure the breach. If Recipient fails to cure the breach within the thirty (30) day period, the District shall issue a Termination for Default Notice terminating this Agreement without further notice. In such event, Recipient shall refund to the District all funds provided to Recipient pursuant to this Agreement within thirty (30) days of such termination. The District may also terminate this Agreement upon ten (10) days written notice in the event of any material misrepresentations in the Project Proposal.

ADDITIONAL PROVISIONS (Alphabetical)

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

13. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS.**

- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five (5) years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit

is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.

- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than one hundred percent (100%) contributions through cumulative public agency cost-share funding.

14. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
15. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten (10) business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten (10) business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
16. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period. The report will also denote if there were no W/MBE expenditures.
17. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
18. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.

19. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in section 112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
20. **NON-LOBBYING.** Pursuant to section 216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
21. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
22. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
23. **PUBLIC RECORDS.**
 - (a) Recipient is responsible for identifying confidential trade secret information as such upon submittal to the District. Notwithstanding any other provision hereof, the District shall not be liable to Recipient for release of confidential information not identified as such upon submittal. If the District receives a public records request that requests information claimed to be confidential by Recipient, the District shall take such steps as are necessary to comply with chapter 119, Fla. Stat., while protecting the confidentiality of trade secret information. In the event of a dispute as to whether the requested information is a trade secret, Recipient shall be liable for all costs incurred by the District resulting from the dispute, including any court costs and attorney's fees. The calculation of those costs shall not include costs that are charged to the public records requestor.
 - (b) Recipient shall comply with Florida Public Records law under Chapter 119, Fla. Stat. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), Fla. Stat. Recipient shall keep and maintain public records required by the District to perform the services under this Agreement.
 - (c) If Recipient meets the definition of "Contractor" found in Section 119.0701(1)(a), Fla. Stat.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, Fla. Stat., a request to inspect or copy public records relating to this Agreement for services must be made directly to the District. If the

District does not possess the requested records, the District shall immediately notify the Recipient of the request, and the Recipient must provide the records to the District or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the District within a reasonable time, the Recipient may be subject to penalties under s. 119.10, Fla. Stat.

- ii. Upon request from the District's custodian of public records, Recipient shall provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- iii. Recipient shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the District.
- iv. Upon completion of the Agreement, Recipient shall transfer, at no cost to District, all public records in possession of Recipient or keep and maintain public records required by the District to perform the services under this Agreement. If the Recipient transfers all public records to the District upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the District.

(d) IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT:

**District Clerk
St. Johns River Water Management District
4049 Reid Street
Palatka, Florida 32177
(386) 329-4127
clerk@sjrwmd.com**

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

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF BUNNELL

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

By: _____

Typed Name and Title

Date: _____

Date: _____

Attest: _____

Typed Name and Title

ATTACHMENTS

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

2016-17 District REDI/Innovation Cost-Share Initiative
Last updated: 1/24/17

**ATTACHMENT A - STATEMENT OF WORK
CITY OF BUNNELL RECLAIMED WATER MAIN EXTENSION PROJECT**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Rural Economic Development Initiative (REDI) Community and Innovative cost-share funding program in Fiscal Year (FY) 2016-2017 to fund the construction of projects or innovative pilot projects that benefit the District core missions. On December 13, 2016, the District's Governing Board approved funding for the REDI Community/ Innovative projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Bunnell (Recipient) requested funding for their Reclaimed Water Main Extension project for the not to exceed amount of \$495,000 towards the estimated construction cost of \$495,000. This request was approved by the Governing Board. The Recipient is located in Flagler County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to extend the reclaimed water main which will connect to the current potable water irrigation system and reduce the amount of potable water used for irrigation.

III. SCOPE OF WORK

The recipient shall install reclaimed water mains from Grand Reserve Boulevard to State Road 100 and Commerce Parkway-and the equipment needed to adequately apply pressure to end users for direct irrigation.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

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

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

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

- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, key issues to be resolved, project construction photos; quarterly reports shall also be emailed to the District's Budget Coordinator at mlicourt@sjrwmd.com;
- Certification of construction completion by a Professional Engineer registered in the state of Florida.

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

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is July 31, 2018. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construct reclaimed water main lines	7/1/2017	7/31/2018

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient approximately one hundred percent (100%) of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$495,000. It is anticipated that the FY breakdown will be \$247,500 for FY2016 -17 and \$247,500 for FY2017-18.

Recipient shall invoice the District quarterly with appropriate documentation. The District's Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor's invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District's cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning December 13, 2016.

Recipient shall submit quarterly progress reports to the District's Project Manager and the District's Budget Coordinator within 15 days of the end of quarter for work accomplished during each quarter. The email address for the District's Budget Coordinator is mlicourt@sjrwmd.com. The Recipient will submit a final project report within 30 days of Final Completion and acceptance by City of Bunnell detailing the project's accomplishments and any issues resolved during the course of the work.

Estimated Cost Schedule for Reimbursement
FY 16-17 (10/1/2016 – 9/30/2017)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construct reclaim water main lines	\$247,500	\$247,500
TOTAL FY 17-18	\$247,500	\$247,500

FY 17-18 (10/1/2017 – 9/30/2018)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construct reclaim water main lines	\$247,500	\$247,500
TOTAL FY 17-18	\$247,500	\$247,500

**ATTACHMENT B
SAMPLE PROGRESS REPORT**

**St. Johns River Water Management District
Project Progress Report**

Date: _____

Report Number: _____

Contract/Project Identification

Project Name:		Reclaimed Water Main Extension Project			
Recipient:	City of Bunnell				
SJRWMD Contract Number:		30306	SJRWMD Project Manager:		Derek Busby
			Recipient's Project Manager:		Michael Baldwin

Construction Schedule

Start Date (mm/dd/yy):	
Completion (mm/dd/yy):	

Reporting Period

Beginning Date (mm/dd/yy):	
Ending Date (mm/dd/yy):	

Budget

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

Spend-Down Plan

Fiscal Year 1			Fiscal Year 2		
Reimbursement #	Anticipated Amount	Anticipated Date	Reimbursement #	Anticipated Amount	Anticipated Date
1			1		
2			2		
3			3		
4			4		

Design/Permitting Status

Tasks from Statement of Work

Task Number	Tasks/Milestones/Deliverables	Start Date	Finish Date	Percent Complete	Projected Finish Date

Problems, Issues, Solutions, Anticipated deviations from schedule:

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

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)
DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO:

FROM: _____, Project Manager

CONTRACT/PURCHASE ORDER NUMBER:

CONTRACT TITLE:

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

1. CONTRACTOR’S SUPPLEMENTAL INSTRUCTIONS:
2. DESCRIPTION OF WORK TO BE CHANGED:
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS: _____.

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
 _____, District Project Manager

Acknowledged: _____ Date: _____
 _____, District Contracts Administrator

cc: Contract/Purchasing file
 Financial Management



Fiscal Year 2017 REDI Community & Innovative Projects Cost-Share Application

INSTRUCTIONS FOR USE OF THIS FORM:

This form is designed to assist in submitting a complete application for consideration by the St. Johns River Water Management District (SJRWMD) for the REDI Community & Innovative Projects Cost-Share Program. Detailed guidance on completing this application can be found in the Funding Guidance Document. All sections of the form must be completed to be considered a complete application. If additional space is needed to fully complete a section, please attach separately.

PROJECT CATEGORY (select only one):		<input checked="" type="checkbox"/> REDI	<input type="checkbox"/> Innovative
A. BASIC INFORMATION			
A-1	PROJECT NAME: Reclaimed Water Main Extension to SR100		
	Applicant City of Bunnell		
	Name/title: Mike Baldwin, Utilities Manager		
	Email address: mbaldwin@bunnellcity.us		
	Mailing address: P.O. Box 756 Bunnell, FL 32110		
	Office Phone: (386) 437-7500	Mobile Phone: (386) 235-3069	
A-3	Contact (if other than applicant)		
	Name/title: Perry Mitrano, PW/UT Director		
	Email address: pmitrano@bunnellcity.us		
	Mailing address: PO Box 756 Bunnell, FL 32110		
	Office Phone: (386) 437-7500	Mobile Phone: (386) 237-2047	
A-4	What County is this project located?		
	<input type="checkbox"/> Alachua <input type="checkbox"/> Baker <input type="checkbox"/> Bradford <input type="checkbox"/> Brevard <input type="checkbox"/> Clay <input type="checkbox"/> Duval <input checked="" type="checkbox"/> Flagler <input type="checkbox"/> Indian River <input type="checkbox"/> Lake <input type="checkbox"/> Marion <input type="checkbox"/> Nassau <input type="checkbox"/> Orange <input type="checkbox"/> Osceola <input type="checkbox"/> Putnam <input type="checkbox"/> Seminole <input type="checkbox"/> St. Johns <input type="checkbox"/> Okeechobee <input type="checkbox"/> Volusia		
A-5	What Water Supply Planning Region is this project located (Refer to map at http://www.sjrwmd.com/watersupply/planning.html)		
	<input checked="" type="checkbox"/> North Florida (North Florida Regional Water Supply Partnership/North Florida Water Initiative) <input type="checkbox"/> Central Springs and East Coast <input type="checkbox"/> Central Florida (Central Florida Water Initiative)		
A-6	Is the Applicant a Rural Economic Development Initiative (REDI) Community? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	If yes, please attach a signed Waiver of Matching Funds Letter on your letterhead. See format at sjrwmd.com/funding/REDI.html		

B. PROJECT INFORMATION	
B-1	<p>PROJECT TYPE <i>Check only one and provide evidence in Section B-3.</i></p> <div> <input checked="" type="checkbox"/> Water Supply <input type="checkbox"/> Water Conservation <input type="checkbox"/> Water Quality </div> <div> <input type="checkbox"/> Flood Protection <input type="checkbox"/> Natural Systems </div>
B-2	<p>PROJECT DESCRIPTION (Scoring Criterion #1)</p> <p>a. Short Description <i>Succinctly (four sentences or less) describe the project, e.g. what is being constructed or what is the program to be implemented?</i></p> <p>The project consists of extending our reclaim water main by 1.5 miles along Grand Reserve Blvd. to SR100 and Commerce Pkwy and enable us to connect to current potable water irrigation systems. The project also includes upgrading the pumps at the WWTP to provide reclaim at a higher pressure to end users for direct irrigation use. This is all part of a goal towards zero discharge into Haw Creek from the WWTP to reduce TMDL's. The project will provide access to Reclaim Water to the eastern part of the City.</p> <p>b. Innovative Potential (N/A for REDI Projects) <i>Describe why this project is innovative. Refer to the guidance document for further instruction. Attach separate pages if necessary.</i></p> <p>N/A</p>

c. Measures of Success

Describe how will you measure the effectiveness of your project?

The usage of water and demand is measured daily at the city Water Treatment Facility. The Upper Floridian Aquifer is currently used to irrigate public medians. It is estimated that this practice will save a minimum 100,000 gpy of the raw potable water supply. A zero discharge to the surface water canal from the WWTP will reduce the nutrient loading during surface water discharge. Using more reclaim water we can lower the demand on the raw potable water source.


d. Is this project multi-phased or part of a larger overall effort? If so, describe the larger project.

The project is proposed as a single phase, but is part of an overall initiative to provide reclaimed water throughout the City of Bunnell. The project will dramatically reduce public and private well drawn potable water usage as users are connected and eliminate nutrient loading into Haw Creek. The current availability of Reclaim water is limited to only a single area of the city, by expanding the system, we will be able to enforce a city ordinance where all new development is required to tie into the reclaim water supply if its available. With the future in mind, the city maintains several parks and recreation fields and using reclaimed water for irrigation has many positive impacts both for the city infrastructure and environmentally.

e. Describe the location, include a map. The map should identify any potentially affected MFL, TMDL, BMAP, or impaired water bodies, or affected wetlands or springs.

This project will reduce TMDL's for downstream tributaries of the St. Johns River including Black Branch Creek, Haw Creek, Crescent Lake and Dunns Creek. (see attached map)

B-3	<p>BENEFITS TO DISTRICT MISSIONS (<i>Scoring Criterion #2</i>)</p> <p><i>Describe the benefit to one (or more) of the District's main missions (Water Supply/Conservation, Water Quality, Flood Protection and/or Natural Systems). Indicate which is the primary mission benefit. Attach separate pages if necessary.</i></p> <p>The primary mission of the project directly benefits the area of Water Supply/Conservation. The reduction in potable water currently utilized for irrigation (existing and future) reduces the amount of water drawn from the Upper Floridian Aquifer. This reclaim water main extension is integral for the ultimate serviceability of the entire city core and will provide for future connections of large reclaim water users that would not require new wells installed.</p> <p>The second mission benefit to the SJRWMD is in the area of Water Quality for all of the tributaries and lakes downstream of the City WWTP. The goal of zero discharge of TMDL's downstream of the City's WWTP has been a city priority for the last few years and DEP has issued a consent order for reduction of Nitrogen Loading. Currently, the reclaim system does not reach much of the City and therefore the demand does not meet the plant discharge during periods of high rainfall. This extension will allow the City to connect irrigation systems currently using water from the aquifer and further reduce discharge to Haw Creek and Black Branch Creek.</p>
-----	---

B-4	<p>If the Project is for Water Resource Development or Alternative Water Supply Development identify the source water (<i>check all that apply</i>):</p> <p><input type="checkbox"/> Fresh Groundwater</p> <p><input type="checkbox"/> Brackish Groundwater</p> <p><input type="checkbox"/> Stormwater</p> <p><input checked="" type="checkbox"/> Reclaimed Water</p> <p><input type="checkbox"/> Surface Water: Identify surface water body: _____</p> <p><input type="checkbox"/> Brackish Surface Water: Identify surface water body: _____</p> <p><input type="checkbox"/> Other: Identify Source: _____</p>																																																																																																																																																																																															
B-5	<p>District Permit Information: <i>If the applicant has an SJRWMD-issued Consumptive Use Permit and/or an Environmental Resource Permit for the project site, provide the following:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 35%;">Permit Type:</th><th style="width: 30%;">Permit #</th><th style="width: 35%;">Expiration date/Compliant (yes / no)</th></tr> <tr> <td>Individual CUP ≥500,00gpd</td><td>1982-5</td><td>10/10/16/ Compliant Application for Renewal is under District Review</td></tr> <tr> <td> </td><td> </td><td> </td></tr> </table>								Permit Type:	Permit #	Expiration date/Compliant (yes / no)	Individual CUP ≥500,00gpd	1982-5	10/10/16/ Compliant Application for Renewal is under District Review																																																																																																																																																																																		
Permit Type:	Permit #	Expiration date/Compliant (yes / no)																																																																																																																																																																																														
Individual CUP ≥500,00gpd	1982-5	10/10/16/ Compliant Application for Renewal is under District Review																																																																																																																																																																																														
B-6	<p>Project likelihood of successful completion: a. Project Readiness (<i>Scoring Criterion #3</i>): <i>Check all that apply and supply requested dates (month/day/year) and attach a detailed project construction schedule.</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2"></th><th colspan="2">Current % Complete</th><th colspan="4"></th></tr> <tr> <td></td><td>Planning</td><td>50</td><td>%</td><td>Start Date:</td><td>Upon Grant Approval</td><td>Completion Date:</td><td>Dec 2016</td></tr> <tr> <td></td><td>Design</td><td>0</td><td>%</td><td>Start Date:</td><td>Dec 2016</td><td>Completion Date:</td><td>April 2017</td></tr> <tr> <td></td><td>Permitting</td><td>0</td><td>%</td><td>Start Date:</td><td>Feb 2017</td><td>Completion Date:</td><td>April 2017</td></tr> <tr> <td></td><td>Bidding</td><td>0</td><td>%</td><td>Start Date:</td><td>April 2017</td><td>Completion Date:</td><td>June 2017</td></tr> <tr> <td></td><td>Construction</td><td></td><td></td><td>Start Date:</td><td>July 2017</td><td>Completion Date:</td><td>Dec 2017</td></tr> </table> <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"> <div style="text-align: center;">  </div> <div style="font-size: small;"> <p>Project No: 216-0115 Project Name: City of Bunnell Reclaim WM Extension Date: October 13, 2016 Description: SJRWMD RCIPCS - FY 2017 Project Schedule</p> </div> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2">TASK</th><th colspan="4">2016</th><th colspan="12">2017</th></tr> <tr> <th>Nov.</th><th>Dec.</th><th>Jan.</th><th>Feb.</th><th>March</th><th>April</th><th>May</th><th>June</th><th>July</th><th>Aug.</th><th>Sept.</th><th>Oct.</th><th>Nov.</th><th>Dec.</th></tr> </thead> <tbody> <tr> <td>Notice of SJRWMD Award</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Survey, Design and Preparation of Bid Documents</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Advertisement for Bids</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Bid Opening and Completion Review</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>City Council Approval and Notice To Proceed</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Construction</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Project Closeout</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>										Current % Complete							Planning	50	%	Start Date:	Upon Grant Approval	Completion Date:	Dec 2016		Design	0	%	Start Date:	Dec 2016	Completion Date:	April 2017		Permitting	0	%	Start Date:	Feb 2017	Completion Date:	April 2017		Bidding	0	%	Start Date:	April 2017	Completion Date:	June 2017		Construction			Start Date:	July 2017	Completion Date:	Dec 2017	TASK	2016				2017												Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Notice of SJRWMD Award															Survey, Design and Preparation of Bid Documents															Advertisement for Bids															Bid Opening and Completion Review															City Council Approval and Notice To Proceed															Construction															Project Closeout														
		Current % Complete																																																																																																																																																																																														
	Planning	50	%	Start Date:	Upon Grant Approval	Completion Date:	Dec 2016																																																																																																																																																																																									
	Design	0	%	Start Date:	Dec 2016	Completion Date:	April 2017																																																																																																																																																																																									
	Permitting	0	%	Start Date:	Feb 2017	Completion Date:	April 2017																																																																																																																																																																																									
	Bidding	0	%	Start Date:	April 2017	Completion Date:	June 2017																																																																																																																																																																																									
	Construction			Start Date:	July 2017	Completion Date:	Dec 2017																																																																																																																																																																																									
TASK	2016				2017																																																																																																																																																																																											
	Nov.	Dec.	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.																																																																																																																																																																																		
Notice of SJRWMD Award																																																																																																																																																																																																
Survey, Design and Preparation of Bid Documents																																																																																																																																																																																																
Advertisement for Bids																																																																																																																																																																																																
Bid Opening and Completion Review																																																																																																																																																																																																
City Council Approval and Notice To Proceed																																																																																																																																																																																																
Construction																																																																																																																																																																																																
Project Closeout																																																																																																																																																																																																

	<p>b. Local Government / Public Support: <i>Describe the public support for your project (meetings attended, community workshops, presentations to councils, notification in newsletters, etc.). If your project requires participation from certain communities or homeowners, provide a description of methods used to ensure participation in your project. Provide the rate of participation that can be documented at the time of the application.</i></p> <p>The reclaim expansion is on a privately owned road and the current owner supports the project, especially since it will allow the owner access to reclaim water when the property is developed. Other areas of connection are located on public right of ways. Also in public commission meetings a Reclaim Water Ordinance requiring connection to all new development was passed with no objection. The City Ordinance(2016-13) is written in favor for any future end users to be required to utilize the available reclaim water service.</p>													
	<p>c. Past Performance (Scoring Criterion #4): <i>Identify cost-share projects your organization completed with the District, or projects still underway (explain status) funded in part with District support. Please note: applicants will not be penalized if they have not had previous cost-share projects with the District.</i></p> <p>The City of Bunnell completed a project in the FY 2015–2016 Cost–Share Funding Program. STATE STREET MEDIAN RECLAIMED WATER IRRIGATION SYSTEM. This project is complete.</p>													
<p>C. PROJECT COST INFORMATION</p>														
<p>C-1</p>	<p>a. Breakdown of project cost <i>(provide details in separate attachment)</i> <i>Attach a table or spreadsheet with detailed project costs for each task or segment of the project. The District will contribute only to the construction costs of the project. Indicate at the conclusion of the table/spreadsheet, a cost effectiveness evaluation as described below.</i></p> <p>b. Cost-share request funding table <i>The District's share (C) cannot exceed 50% of the total construction cost (B) except for REDI communities that have submitted a waiver, up to 100% of total construction cost can be reimbursed.</i></p> <table border="1"> <tr> <td data-bbox="321 1438 885 1575"> <p>A. Total estimated project cost: (includes capital, construction, land acquisition, planning, permitting & design costs)</p> </td> <td colspan="2" data-bbox="885 1438 1469 1575"> <p>\$572,000</p> </td> </tr> <tr> <td data-bbox="321 1575 885 1680"> <p>B. Construction costs:</p> </td> <td data-bbox="885 1575 1136 1680"> <p>Year 1 (FY2017) \$ 495,000</p> </td> <td data-bbox="1136 1575 1469 1680"> <p>Year 2 (FY2018) \$ 0</p> </td> </tr> <tr> <td data-bbox="321 1680 885 1732"> <p>C. Cost-share amount requested:</p> </td> <td colspan="2" data-bbox="885 1680 1469 1732"> <p>\$ 495,000</p> </td> </tr> <tr> <td data-bbox="321 1732 885 1803"> <p>D. Estimated Applicant's Annual Operation & Maintenance Costs:</p> </td> <td colspan="2" data-bbox="885 1732 1469 1803"> <p>\$ 2,500</p> </td> </tr> </table>		<p>A. Total estimated project cost: (includes capital, construction, land acquisition, planning, permitting & design costs)</p>	<p>\$572,000</p>		<p>B. Construction costs:</p>	<p>Year 1 (FY2017) \$ 495,000</p>	<p>Year 2 (FY2018) \$ 0</p>	<p>C. Cost-share amount requested:</p>	<p>\$ 495,000</p>		<p>D. Estimated Applicant's Annual Operation & Maintenance Costs:</p>	<p>\$ 2,500</p>	
<p>A. Total estimated project cost: (includes capital, construction, land acquisition, planning, permitting & design costs)</p>	<p>\$572,000</p>													
<p>B. Construction costs:</p>	<p>Year 1 (FY2017) \$ 495,000</p>	<p>Year 2 (FY2018) \$ 0</p>												
<p>C. Cost-share amount requested:</p>	<p>\$ 495,000</p>													
<p>D. Estimated Applicant's Annual Operation & Maintenance Costs:</p>	<p>\$ 2,500</p>													

	<p>E. Estimated Service life of components: 40 years</p>	
	<p>c. Funding Sources: <i>Identify any other outside sources of funding including State or Federal appropriations or grant monies, municipal bonds. Identify source and status of applicant funding.</i> No outside funding sources.</p>	
	<p>d. Project partners: <i>Check one below and if multi-jurisdictional include the percent of funding to be contributed by each partner.</i></p> <p><input checked="" type="checkbox"/> Single entity</p> <p><input type="checkbox"/> Multi-jurisdictional (attach copy of partnership agreement or memorandum of understanding, if available, and includes status of agreement). Identify other partners:</p>	
C-2	<p>Quantification of Project Benefits</p> <p>For Water Quality Projects: 4600 Lbs/year TN removed/reduced annually 5100 Lbs/year TP removed/reduced annually</p> <p>For Water Supply/Conservation Projects: 1.14 MGD conserved/alternative water supplied</p>	<p>For Flood Protection projects: ____ Acres protected from flooding Annual Exceedance probability - As is: ____/____ years After implementation: ____/____ years</p> <p>For Natural Systems projects: ____ Acres Wetlands Restored/Enhanced ____ Acres Uplands Restored/Enhanced</p>
C-3	<p>Cost Effectiveness (Scoring Criterion #5) (complete for all that apply) <i>For Water Supply and Water Conservation projects, and for Water Quality projects, please attach the Cost Effectiveness Calculator (as provided at http://www.sjrwmd.com/funding/REDI.html) and appropriate supporting documentation. (Failure to use the cost effectiveness calculator may result in a zero score for cost effectiveness.) For Water Quality, Flood Protection, and Natural Systems projects, please provide methodology used and additional supporting documentation, including, for Water Supply and Water Quality projects, the cost effectiveness calculator.</i></p> <p>Water Supply: \$0.04 cost per 1000 gallons made available</p> <p>Water Conservation: ____ cost per 1000 gallons conserved</p> <p>Water Quality (TP or TN): 3.38 cost per lb TN 3.05 cost per lb TP</p> <p>Flood Protection: ____ Benefit/Cost ratio</p> <p>Natural Systems: ____ cost per acre or linear feet shoreline</p>	

Provide the required attachments: project map, construction schedule/timeline, project cost table or spreadsheet, and cost effectiveness calculator; plus, additional information required for your specific project type in accordance with the District's 2017 REDI Community& Innovative Projects Cost-Share (RCIPCS) Funding Program Guidance.

I certify that all information on this form and the attached document(s),
if applicable, is true and correct.

***Signature of the person with authority to enter into a contractual
agreement.***

Name (print): Bonita Robinson

Signature: Bonita Robinson

Title: City Commissioner, City of Bunnell

Date: October 13th, 2016

An aerial photograph of a landscape, likely a watershed, with a blue line tracing a boundary. The terrain is a mix of green forested areas and brownish, cleared or agricultural land. A road or path runs horizontally across the middle. In the upper left, there's a cluster of buildings and a parking lot. A small pond or lake is visible in the lower right. A text box is overlaid on the left side of the image.

Haw Creek and Black Branch
Tributaries of St. Johns River
that are affected by monthly
TMDL of the WWTP.





Project No: 216-0115
 Project Name: City of Bunnell Reclaim WM Extension
 Date: October 13, 2016
 Description: SJRWMD RCIPCS - FY 2017
 Cost Effectiveness Calculator
 Water Supply & Water Quality

Cost Share Program Cost Effectiveness Calculator - Water Supply

Total Project Costs (sum of components cost). Fill in total component cost and O&M costs for each component within the project, as applicable. Fill in MGD below for total project.

Q (MGD) = Amount of water conserved or made available by the total project

Interest rate (annual %) = 3.125% FY2016 Federal Water Resource Planning Discount Rate

Project / components	Q(MGD)	Total Project Cost*	O&M (\$/year)	Service Life	\$/kgal
Bunnell Reclaim Watermain Extension	1.14	\$ 572,000.00	\$ 2,500.00	40	0.040

Cost Share Program Cost Effectiveness Calculator - Water Quality

Interest rate (annual %) = 3.125% FY2016 Federal Water Resource Planning Discount Rate

Project / components	lbs TN removed / year	Total Project Cost*	O&M (\$/year)	Service Life	\$/lbs TN removed
Reclaim Expansion to SR100	4,600	\$ 571,890	\$ 1,250	40	3.38

Project / components	lbs TP removed / year	Total Project Cost*	O&M (\$/year)	Service Life	\$/lbs TP removed
Reclaim Expansion to SR100	5,100	\$ 571,890	\$ 1,250	40	3.05

* Total Project Cost - include capital , total construction, land acquisition, planning, permitting and design costs



Project No: 216-0115
 Project Name: City of Bunnell Reclaim WM Extension
 Date: October 13, 2016

Description: SJRWMD RCIPCS - FY 2017
 Proposed Reclaimed Water Usage

Proposed Connections	Acreage	Use	Open Space	SF Open Space	Inches/Week (Avg)	GPD	Reclaim Use (MGD)
City Medians (immediate connection)	3	Public Open Space	90%	117,612	1.75	18,328	0.018
Commerce Parkway	600	Industrial	5%	1,306,800	1.75	203,643	0.204
Proposed Multi Family	37	Residential	15%	241,758	1.75	37,674	0.038
Self Storage	10	Commercial	5%	21,780	1.75	3,394	0.003
Nursery 1	0.5	Commercial	50%	10,890	2.5	2,424	0.002
Nursery 2	2	Commercial	50%	43,560	2.5	9,697	0.010
Grand Reserve (Existing Single Family)	200	Residential	35%	3,049,200	1.75	475,167	0.475
Deer Run (Proposed Single Family)	110	Residential	35%	1,677,060	1.75	261,342	0.261
Palm Pointe (Existing Multi)	12	Residential	15%	78,408	1.75	12,219	0.012
Palm Terrace (Existing Man. Housing)	28	Residential	5%	60,984	1.75	9,503	0.010
JBK Park	11	Public Open Space	70%	335,412	1.75	52,268	0.052
Flagler County Administrative Complex	82	Institutional	10%	357,192	1.75	55,662	0.056
						Total =	1.14 MGD



ALLIANT
ENGINEERING

Project Name: City of Bunnell - Reclaim Extension

Project No: 216-0115

Date: October 13, 2016

Estimator: Curt M. Wimpée, PE

Description: Conceptual Opinion of Cost

SITE GRADING	UNIT	EST. QUANTITY	UNIT PRICE	AMOUNT
SILT FENCE	LIN FT	8,000	\$ 2.50	\$ 20,000.00
ROCK PIPE BEDDING	CU YD	250	\$ 20.00	\$ 5,000.00
SAWCUT PAVEMENT	LIN FT	750	\$ 1.50	\$ 1,125.00
REMOVE CURB AND GUTTER (OFF-SITE DISPOSAL)	LIN FT	300	\$ 2.50	\$ 750.00
2.5" BITUMINOUS WEAR	TON	150	\$ 100.00	\$ 15,000.00
6" AGGREGATE BASE (LIMESTONE - 100% CRUSHED)	CU YD (CV)	185	\$ 18.00	\$ 3,330.00
CONNECT TO EXISTING 12"	EACH	1	\$ 2,000.00	\$ 2,000.00
12" RECLAIM WATERMAIN	LIN FT	8,000	\$ 35.00	\$ 280,000.00
WATERMAIN DEFLECTION	EACH	3	\$ 2,500.00	\$ 7,500.00
12" BUTTERFLY VALVE	EACH	7	\$ 3,000.00	\$ 21,000.00
SYSTEM UPGRADES (CONTROLS, VFD'S)	LS	1	\$ 20,000.00	\$ 20,000.00
SOD	SQ YD	8,800	\$ 3.50	\$ 30,800.00
EROSION CONTROL BLANKET	SQ YD	1,000	\$ 2.50	\$ 2,500.00
SUB TOTAL CONSTRUCTION				\$ 409,005.00
TRAFFIC CONTROL			0.5%	\$ 2,045.00
MOBILIZATION			2%	\$ 8,180.00
CONTINGENCIES			15%	\$ 61,351.00
SUB TOTAL CONSTRUCTION				\$ 480,581.00
CONSTRUCTION ADMINISTRATION			3%	\$ 14,417.00
TOTAL CONSTRUCTION				\$ 494,998.00
CIVIL DESIGN AND PROJECT MANAGEMENT			9%	\$ 43,252.00
LEGAL, FISCAL, AND ADMINISTRATIVE			3%	\$ 14,417.00
OTHER CONSULTANTS (SURVEY, ENVIRONMENTAL, GEOTECHNICAL, ETC.)			4%	\$ 19,223.00
TOTAL PROJECT COST				\$ 571,890.00

Unit prices are based on the engineers best knowledge at the time of preparation. The accuracy is a function of economic conditions and external influence that can fluctuate greatly. Construction not specifically listed is not included. Soft cost fees shown follow general rules of thumb. Each project has unique issues which can cause these numbers to vary.

CATHERINE D.
ROBINSON
MAYOR
JOHN
ROGERS VICE-
MAYOR
DAN DAVIS
CITY MANAGER



COMMISSIONERS:
ELBERT TUCKER
BILL BAXLEY
BONITA ROBINSON

WAIVER OF MATCHING FUNDS FOR REDI COMMUNITY



The Applicant's **legal signing authority** must sign this Waiver and include it with the Application package. Please delete this text box before finalizing this letter.

The City of Bunnell is a REDI Community and has submitted one (or more) cost-share application(s) for consideration and is unable to provide 100% of the \$572,000 funding needed for the full scope of the proposed FY2017 Cost-Share Program **Reclaim water main extension to SR100** I am an authorized representative of City of Bunnell requesting a waiver of matching funds for the construction/implementation phase of this project. City of Bunnell is able to contribute \$77,000 of which is included in the approved FY2017 Budget.

If there are any questions or additional information is required, please contact Mike Baldwin at (386) 235-3069 or email at mbaldwin@bunnellcity.us.

By Authorized Official: _____

A handwritten signature in blue ink, appearing to read "Stella L. Gurnee", written over a horizontal line.

Printed Name: Stella Gurnee

Title: Finance Director

Date: October 13th, 2016

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



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 3/2/2017 Amount:
Department: Human Resources Account #:
Subject: Request Approval of changes to Policy Section 308.1 On Call Policy.
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
On Call Policy 308.1	Cover Memo

Summary/Highlights:

Section 308.1 On Call Policy is a new policy. There are employees in the City of Bunnell who are required to be on call depending on their department.

Background:

Currently there is not a policy for employees who are required to be on call or who are called back into work for emergencies. The on call policy outlines the rules and requirements for when an employee is on call.

Staff Recommendation:

Approval of the new Policy Section 308.1 On Call Policy.

City Attorney Review:

Finance Department Review/Recommendation:

308.1 ON CALL POLICY

POLICY

An emergency call-back is defined as an unscheduled request made by an appropriate management official for an employee to return to work to do unforeseen or emergency work after leaving the building or work location at the end of his or her regular shift and before the beginning of the next regularly scheduled shift.

COMMENTS/PROCEDURES

An on-call employee who is called back to work outside his or her normal work schedule should be paid for the time worked or a minimum of two hours, whichever is greater. Department directors should establish reasonable maximum response times (between 15 and 60 minutes) for their departments.

Time worked while on call will be calculated at the employee's regular rate of pay. Each employee on call will receive 4 hours' regular pay on call pay regardless if called back or not. Overtime compensation is applicable only when total hours worked exceed the regular full-time work cycle.

Employees who are on call must adhere to all City of Bunnell's policies, including substance abuse and testing. Any variance from such policies may result in disciplinary action, up to and including termination.

Employees who have to unexpectedly take off from work during their on call week will be required to use their 4 hours on call pay or other worked hours acquired towards their PTO request. PTO requested hours will not be used as pay to calculate overtime eligibility nor will they be used to gain compensation above the normal work period hours (i.e. 40 hours a week).



City of Bunnell, Florida

Agenda Item No. C.6.

Document Date: 3/2/2017 Amount:
Department: Human Resources Account #:
Subject: Request to Approve Section 406.0 Health Insurance, Dental, Life Insurance
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Proposed Policy	Exhibit

Summary/Highlights:

Section 406.0 Health, Dental, and Life Insurance Policy is a new policy. Currently the City of Bunnell does not have a policy regarding Health, Dental, and Life Insurance.

Background:

Staff has created Section 406.0 Health, Dental, and Life Insurance Policy to outline the provisions for insurance eligibility for all employees, Commissioners, retirees and part-time department heads..

Staff Recommendation:

Approve Personnel Policy Section 406.0 Health Insurance, Dental, Life Insurance.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval.

406.0 Health Insurance, Dental, Life Insurance

POLICY:

Subject to the applicable waiting periods specified herein, eligible employees of the City shall be entitled to enrollment in the City's health insurance plan, dental plan and life insurance plan upon the terms and with the benefits specified in the plan and as set forth herein.

COMMENTS/PROCEDURES:

Eligible Employees of the City shall include:

1. All employees of the City who work and paid for at least 32 hours per week.
2. Any member of a collective bargaining unit entitled to the enrollment in the City's health insurance plan pursuant to the terms of its collective bargaining agreement with the City.
3. All members of the City Commission.

Note: Although Section 112.08, Fla. Stat., allows elected officials to be offered health insurance at the same rate as city employees, when offered this opportunity in 2015, the Bunnell City Commission voted to remain eligible for group coverage, but at their individual costs for 100% of insurance premiums for health, dental and life insurance.

4. Section 112.0801, Fla. Stat., requires that the City offer group health, dental, and life to retired employees (as defined in the statute) and their eligible dependents. If the retiree elects to keep coverage at city groups rates, they will be required to pay for 100% of insurance premiums for health, dental and life insurance.
5. Any department head of the City employed by the City for at least 16 hours per week.

Note: Part-time Department head employees and the City will share Insurance premiums based on the percentage of weekly hours worked out of 32 hours. For example, a part-time department head working 16 hours per week would pay 50% of insurance premiums for health, dental, and life insurance. If paid for 24 hours per week employee would pay 25%, and so on.

Exception to Employee Eligibility:

Full time employees of the City designated as temporary and employed up to 120 days shall not be considered Eligible Employees during such temporary terms of employment.

Applicable Waiting Periods shall be as follows:

- (1) Full Time Employees: First of the month following 60 days of eligible employment.
- (2) Members of a collective bargaining unit: As specified in the collective bargaining agreement.
- (3) Members of the City Commission: First of the month after taking office.
- (4) Part-time Department Heads employed for at least 16 hours per week: First of the month following 60 days of eligible employment.



City of Bunnell, Florida

Agenda Item No. E.E.1.

Document Date: 2/28/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-03 Voluntarily Annexing ± .23 Acres of Property located in Flagler County- Second Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

This is a request to voluntarily annex approximately .23 acres of property which is currently located in Unincorporated Flagler County.

This item was heard at the February 27, 2017 City Commission meeting for First Reading. At this meeting, the Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on March 1, 2017 and March 8, 2017.

Background:

The applicant, SR 100 LLC, owns approximately .23 acres of property which is located in Unincorporated Flagler County. The property is currently unaddressed.

The property currently has the Flagler County land use designation of Commercial- High Intensity and the Flagler County zoning designation of C-2, General Commercial and Shopping Center district.

The property is surrounded by the City of Bunnell on all property lines.

At this time, the property is vacant. Eventually, the property will be included in the development of the surrounding 45.46 acres of property which is owned by SR 100 LLC and already located in the City of Bunnell.

The applicant's representative can further explain this request.

Staff Recommendation:

Adoption of Ordinance 2017-03 Voluntarily Annexing ± .23 Acres of Property located in Flagler County- Second Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY OWNED BY SR 100 LLC LOCATED CONTIGUOUS TO THE CITY OF BUNNELL IN ACCORDANCE WITH THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044, *FLORIDA STATUTES*, AND OTHER CONTROLLING LAW; REDEFINING THE BOUNDARIES OF THE CITY OF BUNNELL TO INCLUDE SAID PROPERTY; PROVIDING FOR FINDINGS; PROVIDING FOR CONDITIONS; DIRECTING THE CITY CLERK TO RECORD THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT, WITH THE CHIEF ADMINISTRATIVE OFFICE OF FLAGLER COUNTY AND WITH THE DEPARTMENT OF STATE; PROVIDING FOR LEGAL DESCRIPTION AND A MAP; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND THE TAKING OF ADMINISTRATIVE ACTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

Whereas, SR 100 LLC is hereby determined to be the owner of the real property described below; and

Whereas, SR 100 LLC petitioned, pursuant to Section 171.044, *Florida Statutes*, for voluntary annexation of said property into the municipal limits of the City of Bunnell which property totals approximately .23 acres in size and is currently unaddressed; and

Whereas, SR 100 LLC are the owners of the property being described by Tax Identification Parcel Number as follows:

Tax Identification Parcel Number	Owner
12-12-30-2150-00050-0270	SR 100 LLC; and

Whereas, City staff, on February 9, 2017, have reviewed and recommended approval of the annexation of said properties to the City Commission of the City of Bunnell and has accomplished all actions required under the *Code of Ordinances of the City of Bunnell* and State law; and

Whereas, the City Commission, upon the recommendation of City staff and the City Attorney, has determined that all of the property which is proposed to be annexed into the City of Bunnell is within an unincorporated area of Flagler County, is reasonably compact and contiguous to the corporate areas of the City of Bunnell, Florida and it is further determined that the annexation of said property will not result in the creation of any enclave, and it is further determined that the property otherwise fully complies with the requirements of State law; and

Whereas, the City Commission of the City of Bunnell, Florida has taken all actions in accordance with the requirements and procedures mandated by State law; and

Whereas, the City Commission of the City of Bunnell, Florida hereby determines that it is to the advantage of the City of Bunnell and in the best interests of the citizens of the City of Bunnell to annex the afore described property; and

Whereas, the provisions of Section 166.031(3), *Florida Statutes*, provide that a municipality may, by ordinance and without referendum, redefine its boundaries to include only those lands previously annexed and shall file said redefinition with the Florida Department of State; and

Whereas, the provisions of Section 171.091, *Florida Statutes*, provide as follows:

Recording.—Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area; and

Whereas, the metes and bounds legal description and the map attached hereto Exhibits “A” and “B” shows, describes, and depicts the property which is hereby annexed into the City of Bunnell.

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

Section 1. Legislative and Administrative Findings/Annexation of Properties.

(a) The recitals set forth above in the “whereas clauses” are hereby adopted as legislative findings of the City Commission of the City of Bunnell.

(b) The property that is the subject of this Ordinance consists of the following parcel of land assigned the Tax Identification Parcel Number set forth above and being specifically described in Exhibits “A” and “B”, said properties being situated in Flagler County, Florida, and said properties are hereby annexed into and are hereby made a part of the City of Bunnell, Florida pursuant to the voluntary annexation provisions of Section 171.044, *Florida Statutes*, and other controlling law.

Section 2. Effect of Annexation.

Upon this Ordinance becoming effective, the property owners of the said property shall be entitled to all the rights and privileges and immunities as are from time-to-time granted to property owners of the City of Bunnell, Florida as further provided in Chapter 171, *Florida Statutes*, and shall further be subject to the responsibilities of ownership as may from time-to-time be determined by the governing authority of the City of Bunnell, Florida and the provisions of said Chapter 171, *Florida Statutes*.

Section 3. Administrative Actions.

(a) Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Flagler County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b) The City Manager, or designees within City management staff, shall ensure that the property

annexed by this Ordinance is incorporated into the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell in an expeditious manner and the map of the City Limits of the City of Bunnell.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the existing City Limits of the City of Bunnell and to take any and all appropriate actions or propose actions to the City Commission as may be authorized in accordance with controlling law.

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Codification.

The provisions of this Ordinance shall not be codified, but the annexed property shall be incorporated and included in all appropriate maps of the City Limits of the City of Bunnell by the City Manager, or designee(s), and the City Manager, or designee(s), is/are hereby directed to take any and all appropriate actions relative to the land use planning documents of the City pertaining to the property annexed pursuant to this Ordinance.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: 27th day of February 2017.

Second and Final Reading: adopted on this _____ day of _____ 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____ Date _____
Catherine D. Robinson, Mayor

Approved for form and content by:

_____ Date _____
Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Date _____

Seal:

Exhibit “A”

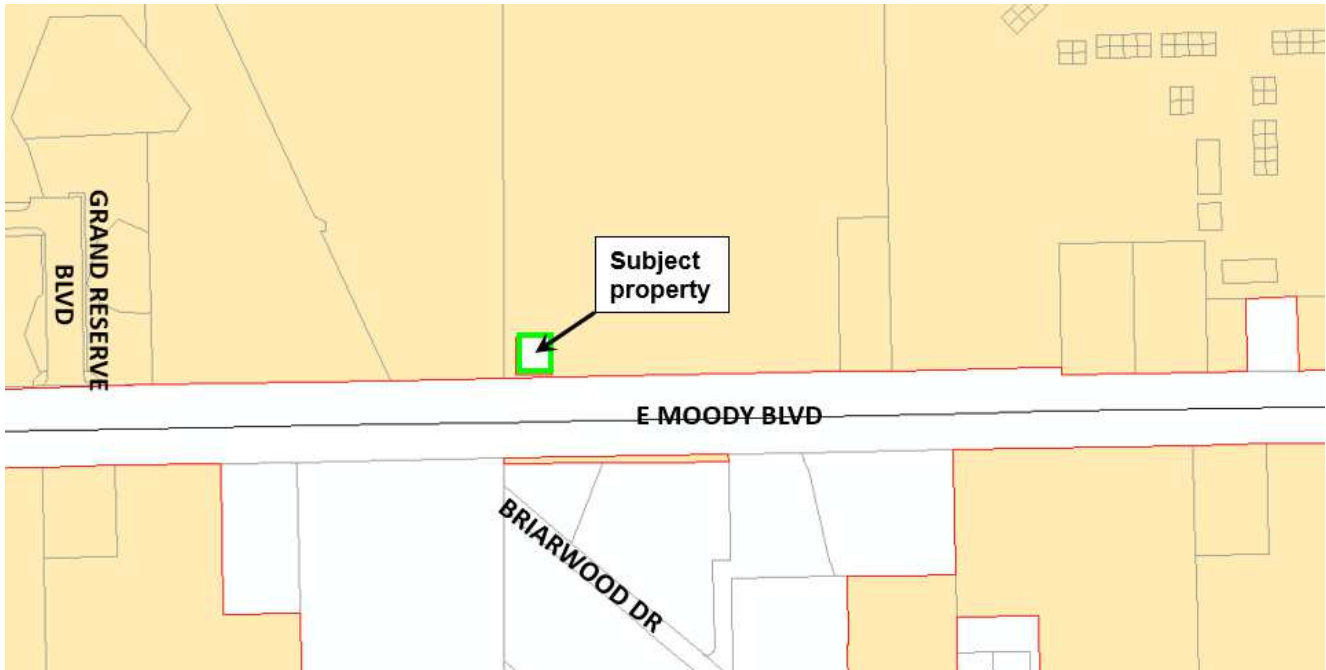
LOTS 27, 28, 29 AND 30, BLOCK 5 FLAGLER BEACH HEIGHTS SUBDIVISION,
ACCORDING TO THE PLAT THEREOF, FORMERLY RECORDED IN PLAT BOOK 1,
PAGE 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND
MORE FULLY DESCRIBED AS FOLLOWS:

LOTS 27, 28, 29 AND 30, BLOCK 5 FLAGLER BEACH HEIGHTS SUBDIVISION,
ACCORDING TO THE PLAT THEREOF, FORMERLY RECORDED IN PLAT BOOK 1,
PAGE 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

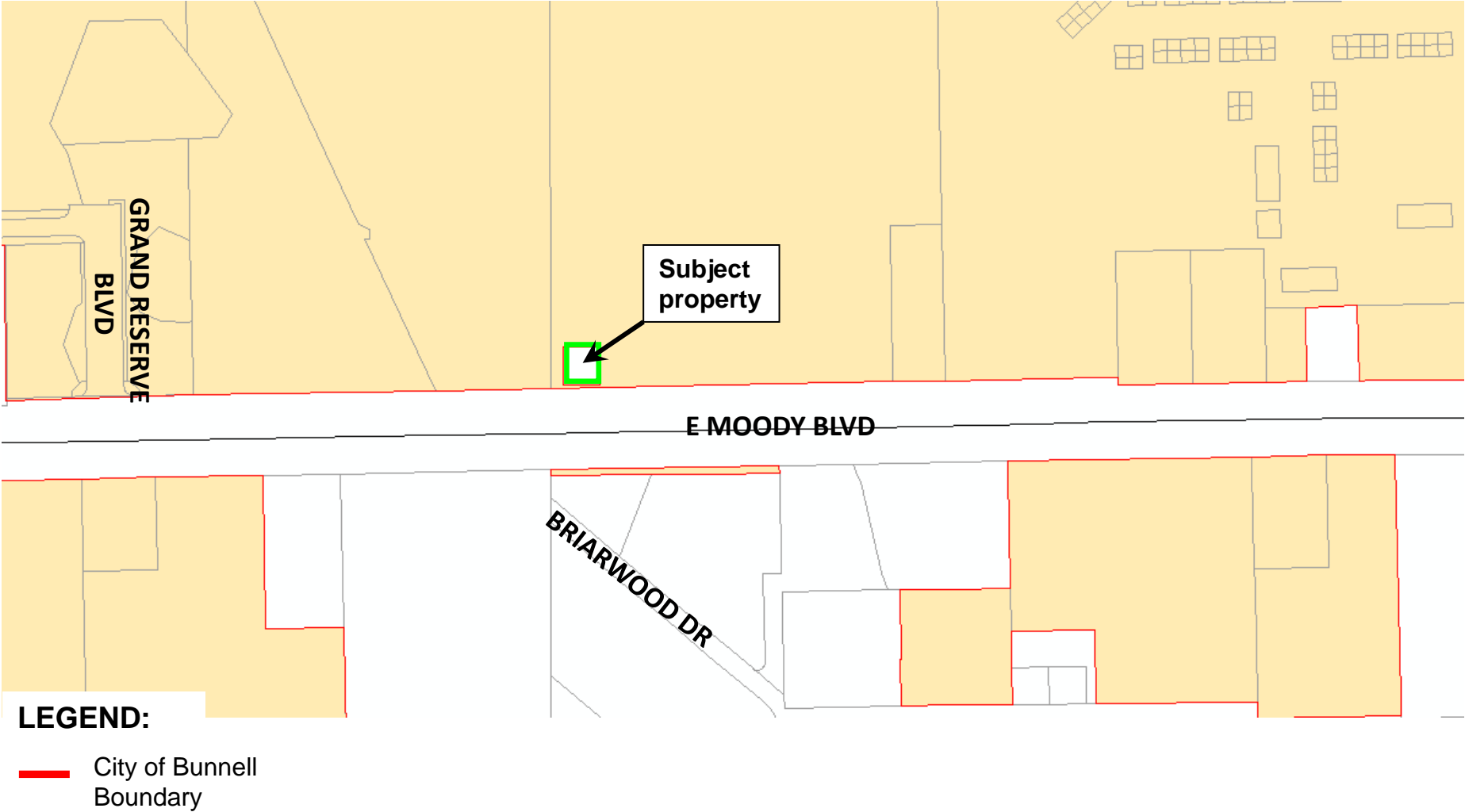
COMMENCE AT THE CONCRETE MONUMENT MARKING THE INTERSECTION OF
THE EAST LINE OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST,
FLAGLER COUNTY, FLORIDA WITH THE CURRENT NORTHERLY RIGHT-OF-
WAY LINE OF STATE ROAD #100, A 200 FOOT RIGHT-OF-WAY AS NOW LAID
OUT AND USED, SAID POINT BEING ON A CURVE HAVING A RADIUS OF
23,018.32 FEET; THENCE WESTERLY ALONG THE SAID RIGHT-OF-WAY CURVE
OF STATE ROAD #100 FOR AN ARC LENGTH OF 448.86 FEET TO THE POINT OF
TANGENCY THEREOF; THENCE SOUTH 88 DEGREES, 55MINUTES, 36 SECONDS
WEST, 2011.99 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY
LINE, NORTH 00 DEGREES, 34 MINUTES, 00 SECONDS WEST, 31.11 FEET TO THE
POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE NORTH 00
DEGREES, 34 MINUTES, 00 SECONDS WEST, 100.00 FEET; THENCE SOUTH 89
DEGREES, 56 MINUTES, 52 SECONDS EAST, 99.85 FEET PRORATED 100 FEET
PLAT; THENCE SOUTH 00 DEGREES, 31 MINUTES, 37 SECONDS EAST, 100 FEET;
THENCE SOUTH 89 DEGREES, 57 MINUTES, 14 SECONDS WEST, 99.87 FEET
PRORATED, 100 FEET PLAT TO THE POINT OF BEGINNING.

EXHIBIT “B”

LOCATION MAP



SR 100 LLC E. Moody Blvd. Voluntary Annexation- Location Map





City of Bunnell, Florida

Agenda Item No. E.E.2.

Document Date: 2/28/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-05 Amending the Bunnell Code of Ordinance Chapter 1 and Chapter 54
Providing Regulations for Swale Maintenance. - Second Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the Bunnell Code of Ordinances Chapter 1, General Provisions, and Chapter 54, Streets, Sidewalks and Other Public Places.

This item was heard at the February 27, 2017 City Commission meeting for First Reading. At this meeting, the Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on March 1, 2017.

Background:

Currently the City lacks a definition for swale, even though the term is used in both the Code of Ordinances and the Land Development Code. The City also lacks regulations for the maintenance of swales or the property between the paved right-of-way and property lines.

The proposed ordinance:

- Creates the definition for swale.
- Creates regulations for the maintenance swales.

The proposed ordinance has been reviewed and approved by both the Utilities Manager and the City Engineer.

Staff Recommendation:

Adoption of Ordinance 2017-05 Amending the Bunnell Code of Ordinance Chapter 1 and Chapter 54
Providing Regulations for Swale Maintenance. - Second Reading

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCES; AMENDING CHAPTER 1 GENERAL PROVISIONS TO PROVIDE A DEFINITION FOR SWALE; AMENDING CHAPTER 54 STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; PROVIDING REGULATIONS FOR ROADSIDE AND SWALE MAINTENANCE; PROVIDING FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Bunnell to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, the city lacks regulations for the maintenance of property between the property line and the edge of pavement; and

WHEREAS, said procedures are in need of addition; and

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

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

WHEREAS, this Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Bunnell*; and

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

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

Section 1.

The *City of Bunnell Code of Ordinances* Section 1-2 *Definition and rules of Construction* of is hereby revised and amended to include the following definition:

Swale means a manmade conveyance facility which contains contiguous areas of flowing water following a rainfall event, is planted with or has stabilized vegetation suitable for soil stabilization, stormwater treatment and nutrient uptake, and is designed to take into account the soil erodibility, soil percolation, slope, slope length, and drainage area so as to prevent erosion

and reduce pollutant concentration of any discharge. Generally, roadside/street swales shall be described as drainage and/or stormwater collection conveyance areas that have maximum side slopes of 3:1 and a maximum difference in elevation of 3.0 feet between the edge of adjacent existing pavement areas and the bottom, lowest point, or invert elevation of the drainage way or swale.

Section 2.

The *City of Bunnell Code of Ordinances* Chapter 54 is hereby revised and amended to read as follows:

Section 54-6. Protection of Roadside Swales.

(a) The property owner shall be responsible for routine maintenance of the area between the edge of the road surface and their property line, including any swale. Such maintenance shall include mowing, prevention of erosion, and removal of obstacles affecting stormwater flow or public safety.

(b) The property owner shall maintain proper drainage within and through their property. No object shall be permitted in any swale or in any drainage and/or stormwater conveyance collection area which obstructs movement of water within the swale, drainage and/or stormwater conveyance collection area or percolation into the ground. The owner shall be responsible for the removal of any such object.

Section 3. Implementing Administrative Actions.

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

Section 4. Codification.

The provisions of this Ordinance shall become and be made a part of the *Bunnell Code of Ordinances* and the Sections of this Ordinance may be renumbered or relettered to accomplish such intention and the word "Ordinance", or similar words, may be changed to "Section," "Article", or other appropriate word; provided, however, that Sections 3, 4, 5, 6, and 7 shall not be codified. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

Section 5. Conflicts.

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

Section 6. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction,

such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon enactment.

Approved on First Reading, ____ day of _____, 2017.

Adopted on Second Reading, ____ day of _____, 2017.

CITY COMMISSION, City of Bunnell, Florida.

Attest:

By: _____
Catherine D. Robinson, Mayor

Sandra Bolser, City Clerk

Seal:

Approved for form and content by:

Wade Vose, City Attorney



City of Bunnell, Florida

Agenda Item No. E.E.3.

Document Date: 2/22/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-04 Request to Voluntarily Contract (De-Annex) Approximately 9.024 Acres of Property. – First Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

This applicants, Kathryn and Clinton Palmer, have filed a petition to voluntarily contract or de-annex approximately 9.024 acres of property from the City of Bunnell.

The proposed property was annexed into the City via Ordinance 2007-30 and as amended by Ordinance 2008-20.

Background:

The applicants, Kathryn and Clinton Palmer, are the owners of approximately 9.024 acres of property located east of the intersection of County Road 75 and County Rd 90 East. The applicants are requesting contraction from the City of Bunnell as their adjacent property immediately to the west of this parcel is located in Unincorporated Flagler County.

From Florida Statutes:

171.052 Criteria for contraction of municipal boundaries.

(1) Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies. If the area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

(2) The ordinance shall make provision for apportionment of any prior existing debt and property.

171.043 Character of area to be annexed

A municipal governing body may propose to annex an area only if it meets the general standards of subsection (1) and the requirements of either subsection (2) or subsection (3).

(1) The total area to be annexed must be contiguous to the municipality's boundaries at the time the annexation proceeding is begun and reasonably compact, and no part of the area shall be included within the boundary of another incorporated municipality.

(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for urban purposes is defined as any area which meets any one of the following standards:

(a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;

(b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or

(c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

(3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:

(a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or

(b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).

The propped property to be contracted has a land use designation of City of Bunnell Agriculture and the zoning designation of City of Bunnell Agricultural.

The property is currently vacant.

The property is contiguous to the City limits on the southern property line or 25% of the property only.

The contraction of this parcel will not result in a portion of the City becoming noncontiguous with the rest of the municipality.

Since the property fails to meet the annexation criteria, it meets the criteria for contraction.

Staff Recommendation:

Per the Commission.

City Attorney Review:

Reviewed and approved as to form.

Finance Department Review/Recommendation:

ORDINANCE 2017-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 9.024 ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED EAST OF COUNTY ROAD 90 E, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 171, *Florida Statutes*, provides the exclusive method of municipal annexation or contraction in order to ensure sound urban development and efficient provision of urban services; and

WHEREAS, Clinton and Kathryn Palmer, own a parcel identified by Flagler County Tax Parcel ID Number: 24-12-29-5550-00130-0011 totaling approximately 9.024 acres, such property described in Exhibit A and illustrated in Exhibit B, and incorporated herein by reference is contiguous to the corporate limits of the City of Bunnell; and

WHEREAS, this property was voluntarily annexed into the City of Bunnell by Ordinance 2007-30 adopted on June 19, 2007 and as amended by Ordinance 2008-20 adopted on April 15, 2008; and

WHEREAS, the Owner has requested that the City deannex this parcel; and

WHEREAS, this parcel fails to meet all of the criteria of Chapter 171.043, F.S., specifying the character of an area that may be annexed upon the proposal of a municipality; and

WHEREAS, this parcel has not been developed for urban purposes and is currently vacant property; and

WHEREAS, this parcel does not lie between the City and an area to be served by the City water or sewer service; and

WHEREAS, this parcel is not adjacent on at least 60 percent of its external boundary to the municipal boundary; and

WHEREAS, the contraction of this parcel will not result in a portion of the City becoming noncontiguous with the rest of the municipality; and

WHEREAS, upon adoption of this Ordinance, the municipal boundary lines of the City of Bunnell shall be redefined to exclude the subject real property.

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

Section 1. Recitals.

The foregoing recitals are true and correct and are fully incorporated herein by this reference.

Section 2. Contraction of Subject Properties.

The Subject Property as illustrated in Exhibit "B" shall be, and is hereby deannexed from the City of Bunnell, Florida. This property is described in Exhibit A and illustrated in Exhibit B. The Subject Property shall be excluded from the existing boundaries of the City of Bunnell, Florida, from the effective date of this ordinance.

Section 3. City Boundaries Redefined.

(a) Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Flagler County (the County Manager), with the Florida Department of State, and with such other agencies and entities as may be required by law or otherwise desirable.

(b) The City Manager, or designees within City management staff, shall ensure that the property contracted/de-annexed by this Ordinance is removed from the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell and the map of the City Limits of the City of Bunnell in an expeditious manner.

(c) The City Manager, or designees, are hereby authorized and directed to legally describe and map the revised City Limits of the City of Bunnell and to take any and all appropriate actions or propose actions to the City Commission as may be authorized in accordance with controlling law.

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions.

All ordinances and resolutions or parts of ordinances and resolutions in conflict herewith are hereby repealed to the extent of the conflict.

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this _____ day of _____ 2017.

Second Reading: adopted on this _____ day of _____ 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Seal:

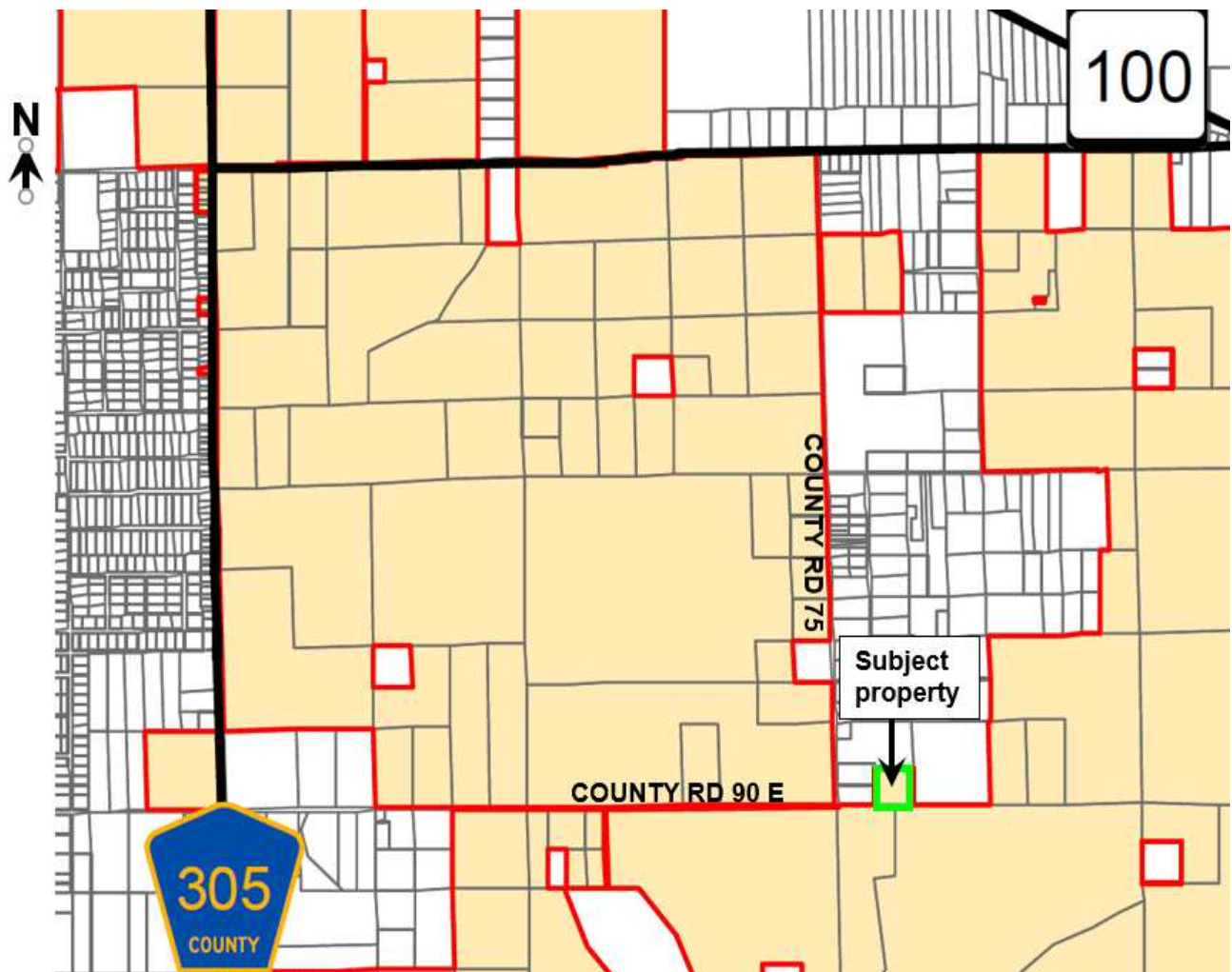
EXHIBIT A

Parcel Number: 24-12-29-5550-00130-0011

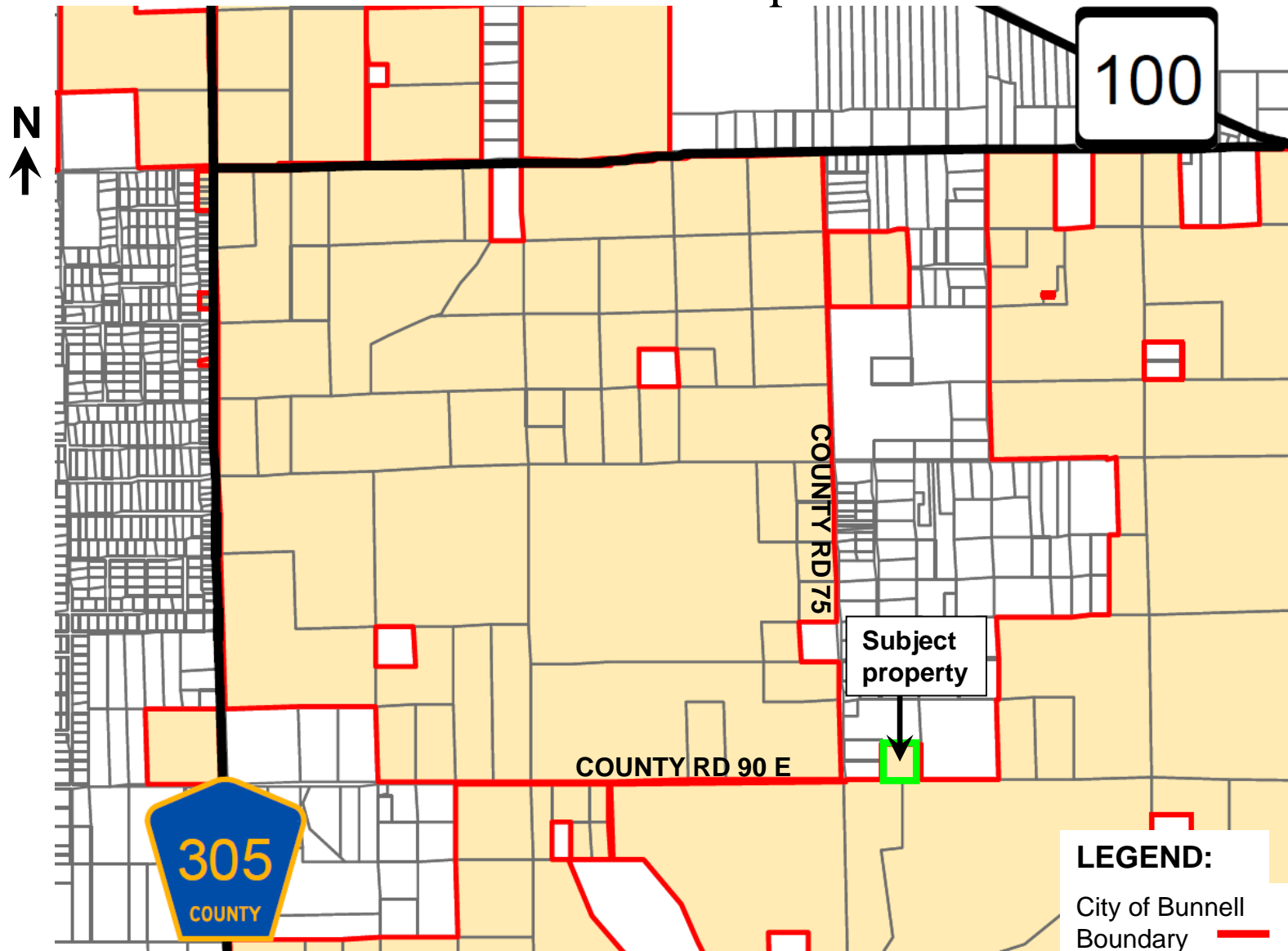
9.024 AC ST JOHNS DEV CO SUBD SLY 595.19' OF TRACT 3 BLK 13 OR
532/1714 OR 872/1626 OR 1054/498 OR 1229/635 ANNEX ORD 2007-52,1620/122
ANNEX ORD 2007-30, 1592/902 & 2008-20, 1656/364 OR 1836/1440OR 2092/1081

Note: Legal Description is taken from the Flagler County Property Appraiser site. As noted on the Property Appraiser's site these "legal description shown here may be condensed for assessment purposes. Exact description may be obtained from the recorded deed."

EXHIBIT B



Palmer Voluntary Contraction Request- Location Map





City of Bunnell, Florida

Agenda Item No. E.E.4.

Document Date: 2/22/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-06 Request to Vacate a Portion of Hardy Street. - First Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

This is a request to vacate a portion of the right-of-way known as Hardy Street.

Background:

The applicant, Stoney Jones, has submitted a request to the City of Bunnell asking a portion of the right-of-way known as Hardy Street be vacated. This portion of Hardy Street is located between Block 1 Tucker Estates Lots 6 and 7 and Block 199 Lots 1 and 16. Mr. Jones owns the parcels immediately to the east and west of this right-of-way.

There are no City utilities located in this right-of-way. The City does not have any plans to utilize this right-of-way.

Mr. Jones would like to use this right-of-way in the development of the adjacent parcels.

The Planning Board heard this request at its February 21, 2017 meeting and recommended approval.

The applicant can further explain this request to the Board.

Staff Recommendation:

Approval of Ordinance 2017-06 Request to Vacate a Portion of Hardy Street. - First Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-06

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA VACATING AND ABANDONING A PORTION OF HARDY STREET AS RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY AND WHICH IS GENERALLY LOCATED BETWEEN BLOCK 1 TUCKER ESTATES LOTS 6 AND 7 AND BLOCK 199 LOTS 1 AND 16; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ATTACHMENT AND INCORPORATION OF EXHIBIT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR RECORDING; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stoney Jones has filed an application with the City of Bunnell to vacate a portion of the 50 foot wide right-of-way known as Hardy Street as recorded in the Public Records of Flagler County and which is located between Block 1 Tucker Estates Lots 6 and 7 and Block 199 Lots 1 and 16; and

WHEREAS, the right-of-way was platted and recorded in the Public Records of Flagler County and the portion to be vacated is depicted in Exhibit "A" which is attached hereto and made a part hereof by this reference; and

WHEREAS, the City Commission of the City of Bunnell, Florida finds that the vacating of said portion of the right-of-way (street) will not be detrimental to the City or the public, and that all other conditions required by controlling law have been met; provided, however, that the conditions set forth in this Ordinance are imposed relative to the vacation and abandonment action taken herein in order to protect the public interest.

WHEREAS, there are no City utilities located in this right-of-way; and

WHEREAS, the Planning, Zoning and Appeals Board reviewed this application at their February 21, 2017 meeting and recommended approval.

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

Section 1. Legislative findings and intent.

(a). The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the recitals (whereas clauses) to this Ordinance, the City staff report and City

Commission agenda memorandum relating to the application and the proposed vacation of the right-of-way as set forth herein.

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

(c). This Ordinance is consistent with the goals, objectives and policies of the *Comprehensive Plan of the City of Bunnell*.

Section 2. Vacation of right-of-way/implementing actions.

(a) A portion of the 50 foot wide right-of-way known as Hardy Street as recorded in the Public Records of Flagler County and which is located between Block 1 Tucker Estates Lots 6 and 7 and Block 199 Lots 1 and 16 and as depicted in Exhibit “A” is hereby vacated by the City of Bunnell.

(b). There are no City utilities located in this right-of-way.

(c). The City Manager, or designee, is hereby authorized to execute the documents necessary to implement the action taken herein.

Section 3. Recordation.

The City shall be responsible to record in the Public Records of Flagler County and copies of all such notices, proofs of publication and this Ordinance as shall be required to perfect title to the subject property of the vacated right-of-way although the City does not warrant or guarantee title and title to the vacated property shall vest in accordance with controlling law. All costs of recording shall be paid by the City upon the City requesting payment of such costs.

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-Codification.

This Ordinance shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: on this ____ day of _____ 2017.

Second Reading: adopted on this ____ day of _____ 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Seal:

EXHIBIT “A”

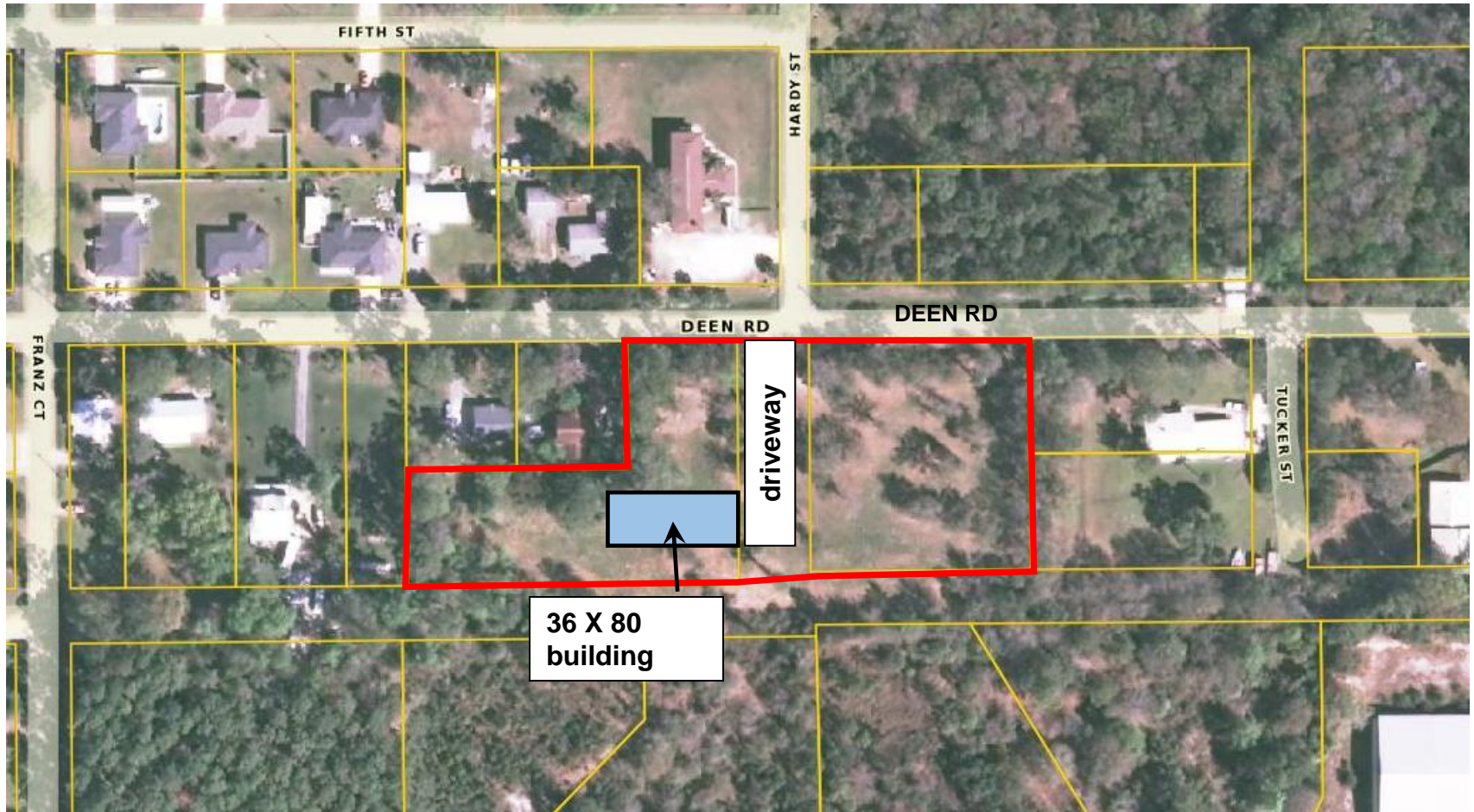
Location Map



Request to Vacate a Portion of Hardy St.- Location Map



Request to Vacate a Portion of Hardy St.- Concept Sketch





City of Bunnell, Florida

Agenda Item No. E.E.5.

Document Date: 2/22/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-07 Request to Change the Future Land Use Designation on
Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and
Single Family Medium Density to Bunnell Industrial. - First Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Future Land Use Map	Location Map(s)
Existing Land Use Map	Location Map(s)

Summary/Highlights:

This is a request to change the future land use designation of approximately 1.92 acres of property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Industrial. This request would affect two unaddressed parcels of property

Background:

The applicant, Stoney Jones, is the owner of approximately 1.92 acres of property within the City of Bunnell. The properties are two unaddressed parcels located south of the intersection of Deen Road and Hardy Street.

The western parcel has a Bunnell Future Land Use designation of Single Family Low Density and Single Family Medium Density. The eastern parcel has a Bunnell Land Use designation of Single Family Low Density.

The applicant has requested the Future Land Use designation of Bunnell Industrial be applied to both of these properties. If approved, the applicant would like to develop the property into a commercial site which would be used for boat and camper storage.

Immediately to the north, east and west of these properties are established residential properties. The City's 2030 Comprehensive Plan intends for the majority of Deen Road to be a residential area. Applying an industrial land use to these specific properties, would change the character of the street and affect all adjacent properties. For these reasons, staff does not recommend approval of this request.

The Planning Board heard this request at its February 21, 2017 meeting and did not recommend approval. Four residents attended the Planning Board meeting and spoke against this request.

Although not required by code, staff did notify property owners, as identified by the Flagler County Property Appraiser website, within 100 feet of these parcels of the Planning Board hearing and this hearing.

The applicant can further explain this request to the Board.

Staff Recommendation:

Denial of the request to change the future land use designations for these properties.

City Attorney Review:

City Attorney has reviewed and approved the form of the ordinance implementing the future land use designation change.

Finance Department Review/Recommendation:

ORDINANCE 2017-07

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE *CITY OF BUNNELL COMPREHENSIVE PLAN*, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE *CITY OF BUNNELL COMPREHENSIVE PLAN* RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.92 ACRES AND DESCRIBED IN THIS ORDINANCE TO AN INDUSTRIAL FUTURE LAND USE DESIGNATION; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is located at the southern intersection of Hardy Street and Deen Road in the City of Bunnell; and

WHEREAS, the owner of the property, Stoney Jones, has requested this change to the future land use; and

WHEREAS, the City of Bunnell has not had any small scale land use amendments since May 9, 2016 and has not submitted any small scale land use amendments to the Department of Economic Opportunity since May 12, 2016; and

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on February 21, 2017 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and did not recommend approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

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

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

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

Section 1. Legislative findings and intent.

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

Section 2. Amendment to Future Land Use Map.

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

LEGAL DESCRIPTION: TUCKER ESTATES SUB BL-1 LOTS 5 TO 12 INCL OR 627 PG 944 OR 920 PG 1591-CD OR 920 PG 1592 OR 961 PG 781- JENNINGS TRUST OR 1172/628 OR 1697/937

ADDRESS: unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-5800-00010-0050

AND

LEGAL DESCRIPTION: TOWN OF BUNNELL LOTS 1,2,3,4,13,14,15,16 BLOCK 199 OR 627 PG 944 OR 920 PG 1592 OR 961 PG 781- JENNINGS TRUST OR 1172/628 OR 1697/937

ADDRESS: unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 10-12-30-0850-01990-0000

Section 3. Implementing Administrative Actions.

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

Section 4. Ratification of Prior Actions.

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

are hereby ratified and affirmed.

Section 5. Severability.

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

Section 6. Conflicts.

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

Section 7. Codification/Instructions to Code Codifier.

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

Section 8. Effective Date.

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

First Reading: approved on this _____ day of _____ 2017.

Second Reading: adopted on this _____ day _____ 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney
Attest:

Sandra Bolser, City Clerk

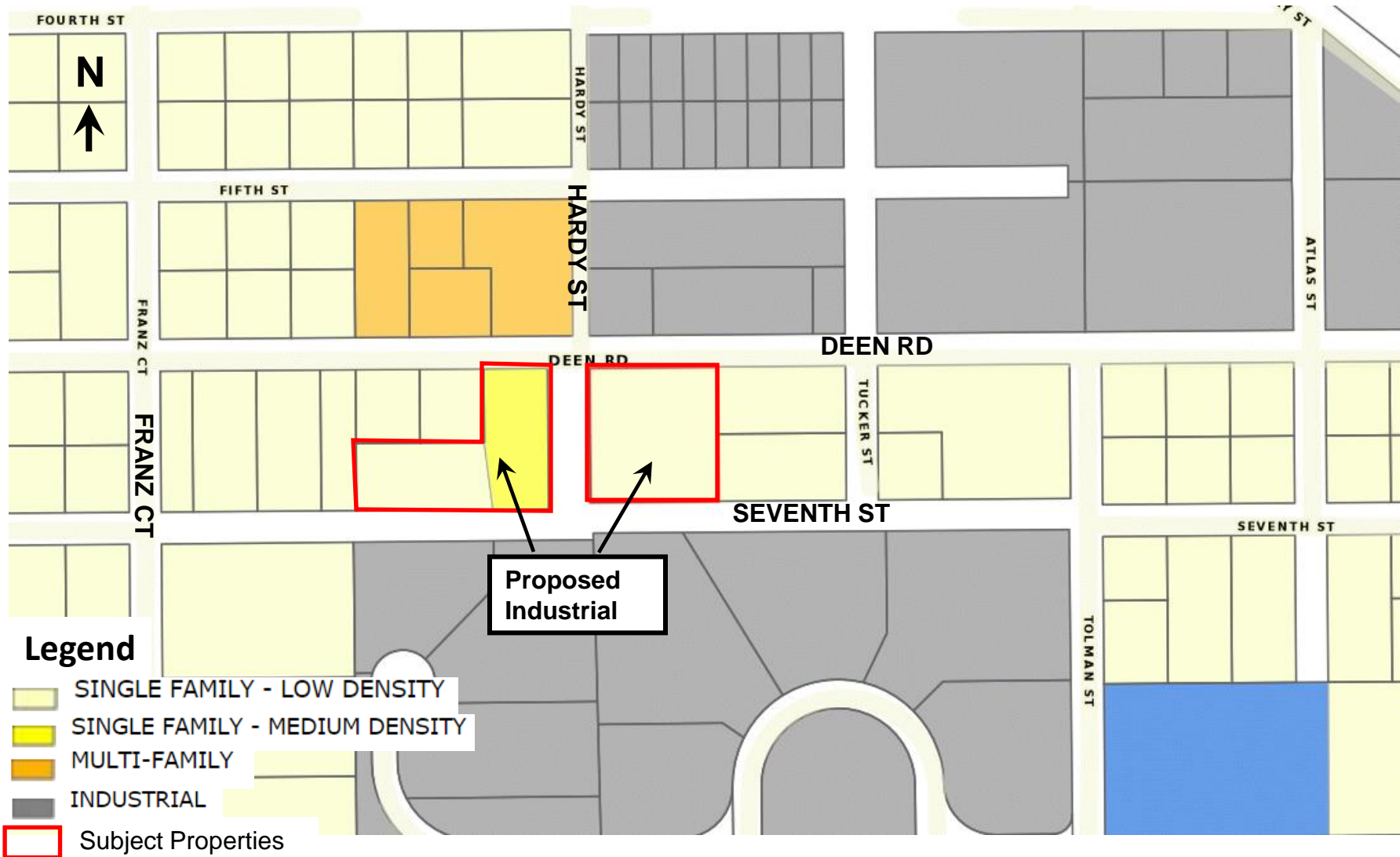
Seal:

EXHIBIT A

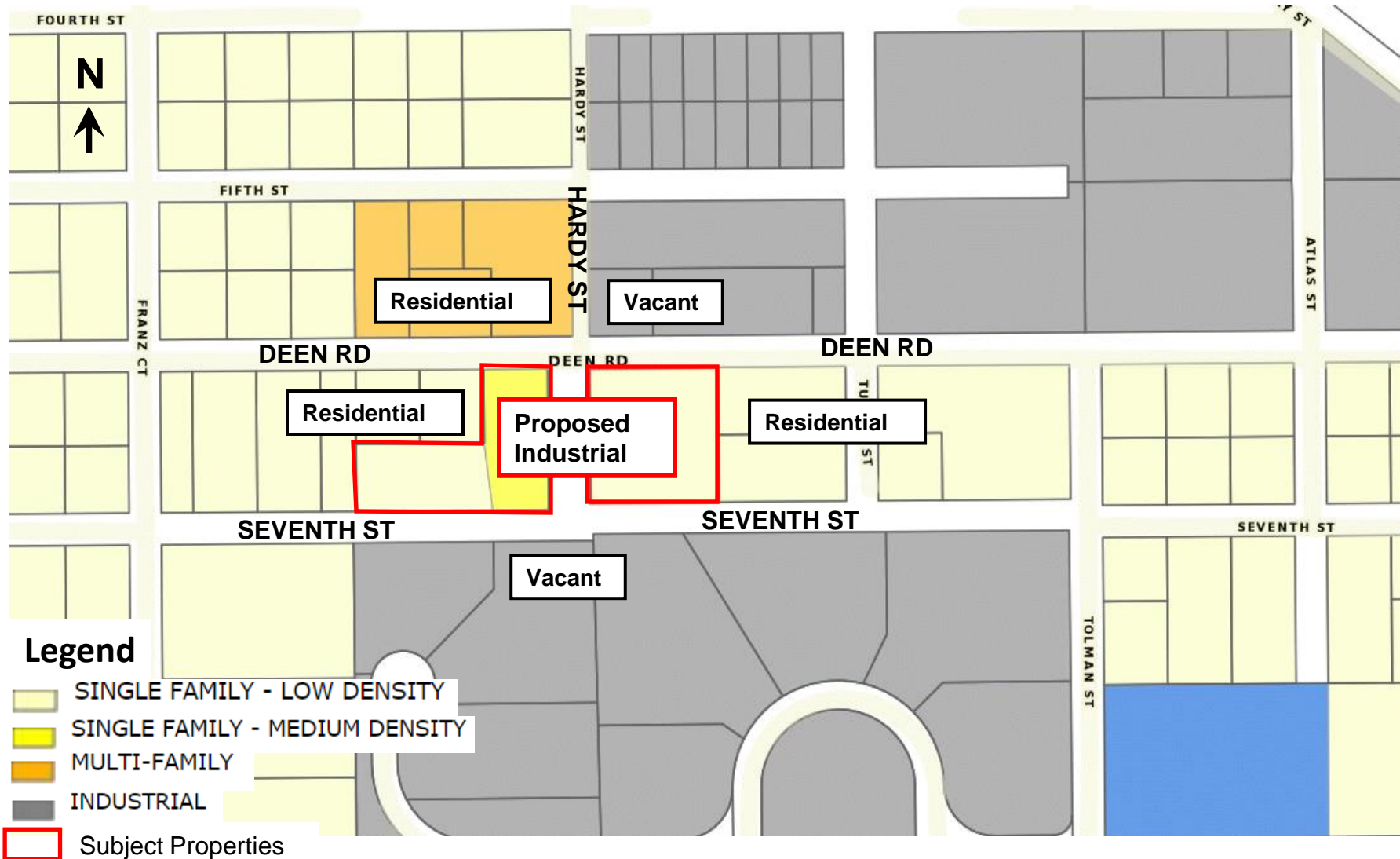
Location Map



Jones FLUM Change Request on Deen Rd.- Adjacent Land Use Map



Jones FLUM Change Request on Deen Rd.- Existing Land Use Map





City of Bunnell, Florida

Agenda Item No. E.E.6.

Document Date: 2/22/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-08 Request to Change the Zoning Designation of Approximately 1.92 Acres of Property from Bunnell R-1, Single Family Residential district to Bunnell, L-1, Light Industrial district. - First Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

This is a request to change the zoning designation of approximately 1.92 acres of property from R-1, Single Family Residential district to L-1, Light Industrial district. This is a companion item to the request to change the future land use designation for the same properties which is found elsewhere on this agenda.

Background:

The applicant, Stoney Jones, is the owner of approximately 1.92 acres of property within the City of Bunnell. The properties are two unaddressed parcels located south of the intersection of Deen Road and Hardy Street.

The properties are vacant and currently have an R-1, Single Family Residential district zoning designation.

The applicant has requested the zoning designation of L-1, Light Industrial district be applied to both properties. Mr. Jones plans to develop the parcels for a commercial to be used for the storage of boats and campers.

The developed properties immediately to the west, north and east of these two parcels are zoned for and used for residential purposes. The adjacent properties which already carry the L-1, Light Industrial district zoning classification are located in the Palm Industrial Park. Palm Industrial Park is separated from these residential properties by an undeveloped portion of the 50 foot right-of-way known as Seventh Street. This undeveloped portion of Seventh Street acts as a natural buffer between this residential area and any possible affects from the industrial area. The City does not have plans to pave or develop this portion of Seventh Street at this time or in the near future.

Changing the zoning designation of these properties would cause a negative impact on the established residential properties in this neighborhood. Staff does not recommend approval of this request.

The Planning Board heard this request at its February 21, 2017 meeting and did not recommend approval of the request.

The applicant can further explain this request to the Board.

Staff Recommendation:

Denial of the request to change the zoning designation of the subject property.

City Attorney Review:

City Attorney has reviewed and approved the form of the ordinance implementing the proposed zoning change.

Finance Department Review/Recommendation:

ORDINANCE 2017-08

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 1.92 ACRES IN SIZE AND UNADDRESSED WITHIN THE BUNNELL CITY LIMITS FROM CITY OF BUNNELL R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO CITY OF BUNNELL L-1, LIGHT INDUSTRIAL DISTRICT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Stoney Jones, the owner of certain real property, which land totals approximately 1.92 acres in size, unaddressed and is assigned Tax Parcel Identification Numbers 15-12-30-5800-00010-0050 and 10-12-30-0850-01990-0000 by the Property Appraiser of Flagler County; and

WHEREAS, Stoney Jones applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell L-1, Light Industrial district (“L-1”) zoning classification from the existing City of Bunnell R-1, Single Family Residential district (“R-1”) zoning classification; and

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

WHEREAS, on February 21, 2017 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and did not recommend the City Commission approve the subject rezoning as set forth in this Ordinance; and

WHEREAS, the City Commission has determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

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

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

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.
- (b) The subject property, which is approximately 1.92 acres in size, is located on Deen Road and is currently unaddressed.
- (c) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 1.92 acres in size, shall be rezoned from the existing City of Bunnell R-1, Single Family Residential district (“R-1”) zoning classification to the City of Bunnell L-1, Light Industrial district (“L-1”) zoning classification:

LEGAL DESCRIPTION: TUCKER ESTATES SUB BL-1 LOTS 5TO 12 INCL
OR 627 PG 944 OR 920 PG 1591-CD OR 920 PG 1592 OR 961 PG 781-
JENNINGS TRUST OR 1172/628 OR 1697/937

ADDRESS: unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 15-12-30-5800-00010-0050

AND

LEGAL DESCRIPTION: TOWN OF BUNNELL LOTS 1,2,3,4,13,14,15,16
BLOCK 199 OR 627 PG 944 OR 920 PG 1592 OR 961 PG 781- JENNINGS
TRUST OR 1172/628 OR 1697/937

ADDRESS: unaddressed parcel in the City of Bunnell

TAX PARCEL IDENTIFICATION NUMBER: 10-12-30-0850-01990-0000

- (b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.
- (c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date

This Ordinance shall take effect immediately upon enactment.

First Reading: on this _____ day of _____ 2017.

Second/Final Reading: adopted on this _____ day of _____ 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

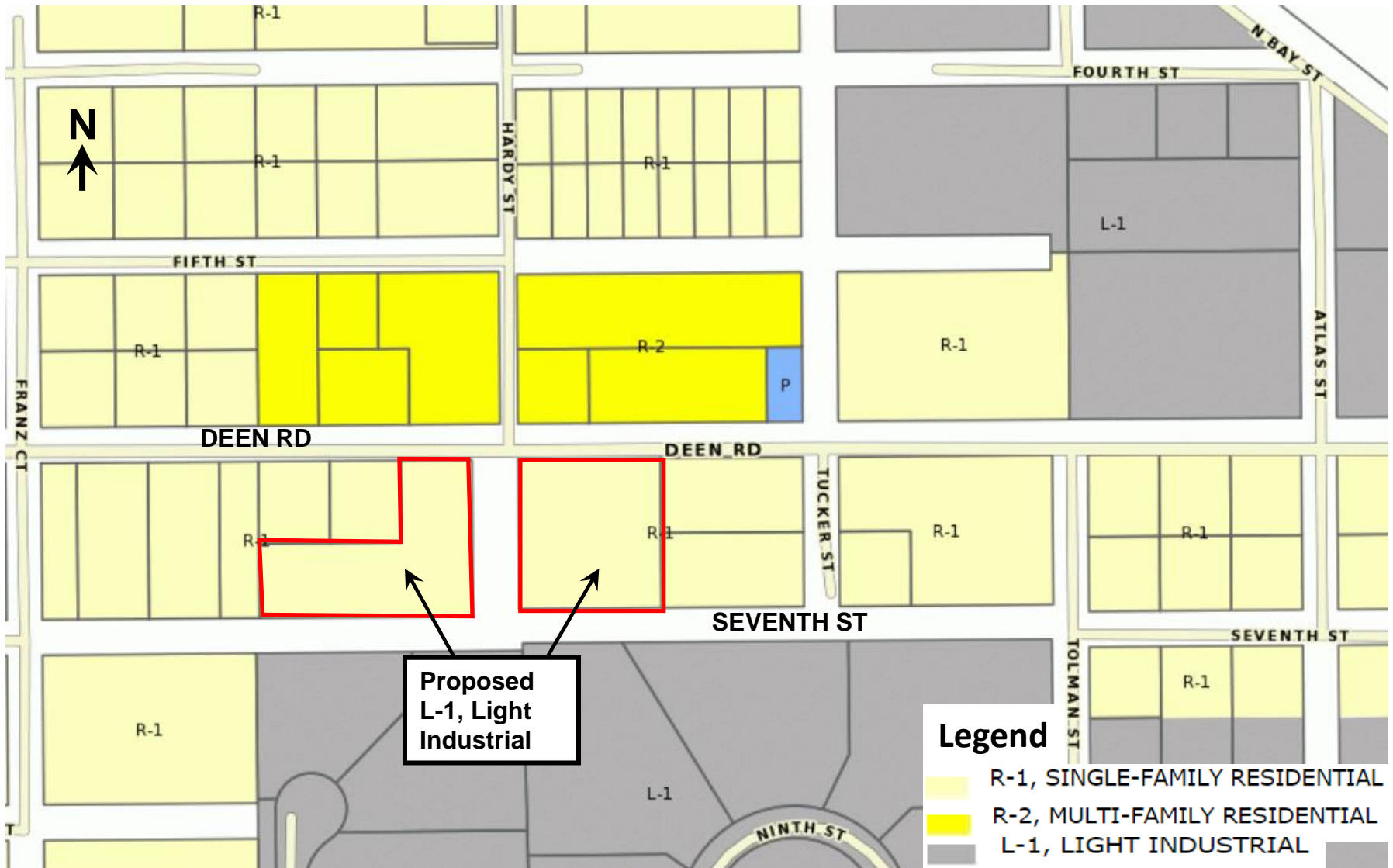
Seal:

Exhibit “A”

Location Map



Jones Zoning Change Request on Deen Rd.- Adjacent Zoning Map





City of Bunnell, Florida

Agenda Item No. F.F.1.

Document Date: 2/20/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Resolution 2017-08 Renaming the private driveway known as "Hospital Drive" to "Honor Way."
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Resolution	Resolution

Summary/Highlights:

This is a request to officially re-name the private driveway located on the Flagler County Sheriff Operations Center campus.

Background:

The Flagler County Sheriff Office has requested the City re-name the driveway located on their property located at 901 East Moody Boulevard.

At some point in time, a name was given to this private driveway in the official Flagler County records street database. In order for the name to be corrected in the official Flagler County records street database and to correctly identify this as a private driveway in the Flagler County records street database, the City needs to record an official government related document, such as a resolution.

Flagler County Emergency Services has no objections to the proposed driveway name change.

If adopted, the Flagler County Sheriff Office would repost the name of this driveway using signage of brown with gold lettering which will distinguish this driveway from a public street that is identified by green signs with white lettering.

Staff Recommendation:

Adopt Resolution 2017-08 Renaming the private driveway known as "Hospital Drive" to "Honor Way."

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

RESOLUTION 2017-08

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA, CHANGING THE NAME OF THE PRIVATE DRIVEWAY LOCATED BETWEEN EAST MOODY BOULEVARD AND THE FLAGLER COUNTY SHERIFF OPERATIONS CENTER LOCATED ON THE PARCEL ADDRESSED 901 EAST MOODY BOULEVARD; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Flagler County Sheriff Operations Center relocated to the property formerly occupied by Memorial Hospital-Flagler which is identified as parcel number 10-12-30-0850-00180-0000 and is addressed 901 East Moody Boulevard; and

WHEREAS, the parcel/property contains a private driveway which had been named “Hospital Drive” in the Flagler County records; and

WHEREAS, the Flagler County Sheriff’s Office would like to change the name of this private driveway to “Honor Way” to commemorate Flagler County’s 100th Anniversary; and

WHEREAS, Flagler County Emergency Services has no objections to the proposed driveway name change;

WHEREAS, the name change for this private driveway will not affect the address point already assigned to this property; and

WHEREAS, the Bunnell City Commission would like to grant the request of the Flagler County Sheriff Office; and

WHEREAS, the City of Bunnell needs to record an official government related document regarding the name change of this private driveway because the previous name was recorded in official Flagler County records.

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

SECTION 1. FINDINGS OF FACT.

The recitals set forth above in the “whereas clauses” are hereby adopted as findings of fact by the City Commission of the City of Bunnell, Florida. The private drive formerly known as “Hospital Drive” located on Parcel ID number 10-12-30-0850-00180-0000 will be re-named “Honor Way.”

SECTION 2. ADDRESS.

The address for Parcel ID number 10-12-30-0850-00180-0000 will remain 901 East Moody Boulevard.

SECTION 3. SIGNAGE.

The Flagler County Sheriff's Office will be responsible for replacing the signage for this private driveway using a black sign signs with blue lettering.

SECTION 4. CONFLICTS.

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

SECTION 5. SEVERABILITY.

If any provisions of the Resolution or the application thereof to any person or circumstance are held invalid, the remainder shall nevertheless be given full force and effect, and to this end the provisions of this Resolution are declared severable.

SECTION 6. EFFECTIVE DATE.

This Resolution shall become effective immediately upon its passage and adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the ____ day of March 2017.

Catherine D. Robinson, Mayor

(Seal)

ATTEST:

Sandra Bolser, City Clerk

Approved as to form and legality for use
and reliance by the City of Bunnell, Florida

Wade C. Vose, City Attorney

EXHIBIT A

Location Map





City of Bunnell, Florida

Agenda Item No. H.H.1.

Document Date: 3/1/2017 Amount: \$798.00
Department: Utilities Account #: N/A
Subject: Request to reimburse Pete Young for expenses he incurred to replace a pump in a holding tank on his property at 905 Gallberry Ct.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Pep Booklet Palm Coast	Presentation
Liberty Pumps LE51A - 1_2 HP Cast Iron Sewage Pump	Presentation

Summary/Highlights:

Vice Mayor Rogers asked to have this item on the agenda to request reimbursement to Mr. Pete Young in the amount of \$798.00 for expenses he incurred for work done by Turner Septic to replace a pump in a holding tank on his property on 905 Gallberry Ct.

Background:

The Utility Department received a call for sewer backup at 905 Gallberry Ct. Upon arrival, the weekend on-call tech supervisor found the problem to be isolated to a secondary transfer/holding tank on the private property of the residence servicing an addition/mother-in-law suite. Service/repair was not authorized as this equipment is not the responsibility of the standard PEP maintenance the City has adopted per Commission.

Staff Recommendation:

Staff recommends denying this request for reimbursement for the following reasons: 1) The work was not authorized by the City. 2) The work done by Turner Septic was not anything the city would have been authorized to do, as it was done on the residential side of the line of demarcation. 3) Even if the job was the responsibility of the City, the City could have done the job for half the amount paid to Turner Septic.

City Attorney Review:

Finance Department Review/Recommendation:

Recommend denying the request as the Department's budget and City's purchasing policy does not anticipate supporting reimbursement for work not authorized by the City.



The Pretreatment Effluent Pumping "PEP" System

Information Guide

City of Palm Coast
Utility Department
2 Utility Dr.
(386)986-2360

City of Palm Coast



In a continuing effort to keep our customers informed about services available from the City of Palm Coast, we have prepared this guide especially for the home owners who are using the Pre-treatment Effluent Pumping "PEP" System.

PEP Tank and it's Components

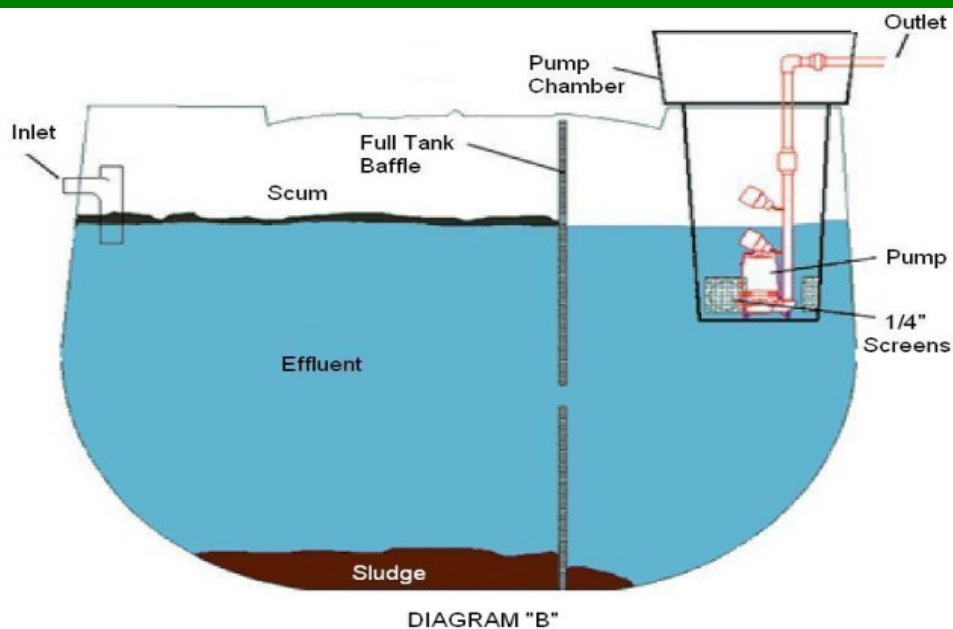


Diagram B shows a fiberglass tank similar to the one presently used by the Utility Department. As you can see, wastewater from the house travels through a 4" diameter pipe into the pretreatment tank. In the tank the wastewater is treated anaerobically. When the liquid level in the tank reaches the height at which the float is set, the control systems turn on the pump. The pump sends a set volume of liquid out of the tank via the service line into the pressure main and on to the Wastewater Treatment Plant.

Drains



To protect the PEP System and help prevent your house lines from clogging **DO NOT THROW OR FLUSH THE FOLLOWING DOWN THE DRAIN:**

- Plastic of any kind
- Sanitary napkins/cloth wipes
- Cigarette butts
- Contraceptives
- Excessive grease
- Coffee grounds
- Flammable liquids
- Large amounts of household chemicals
- Prescription medications of any kind

PEP Tank Install



- The PEP (Pretreatment Effluent Pumping) System represents nearly half of the collection system
- The PEP tanks are installed on the property line opposite the water meter in the utility right of way easement. The tank is placed at a depth to maintain proper fall according to code to assure proper operation. The tank is then connected to the PEP manifold system and is then ready for the plumber to connect the service from the house.

The Control Panel



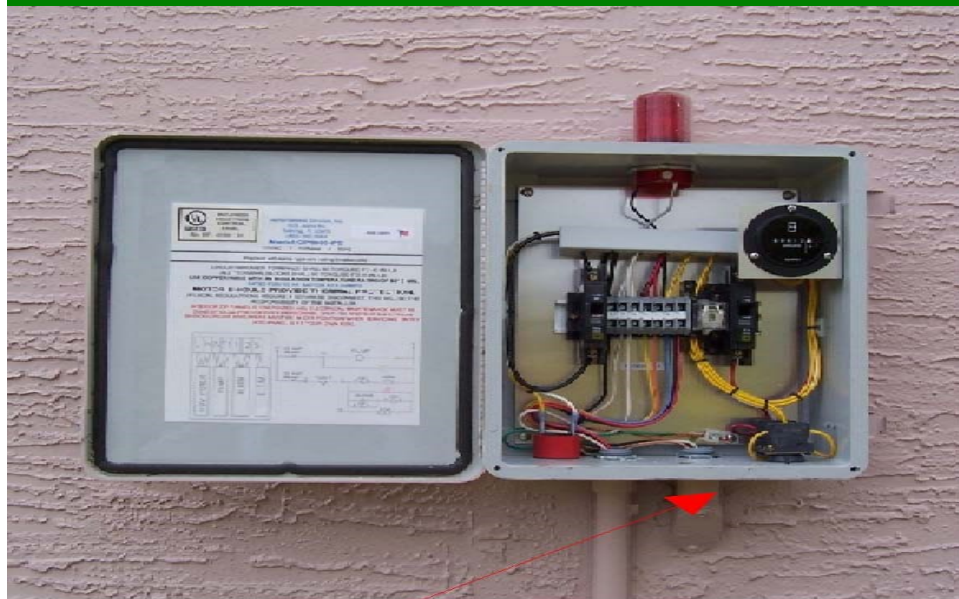
The system control panel is placed on the side wall of the house closest to the PEP tank. This is connected to the 115V service supplied by your contractor. The control panel is installed by a licensed electrician contracted by the City. The panel houses all of the necessary electrical components to operate the system including the circuit breakers, audio and visual alarms, and pump run clock.

The Pump Assembly



After the PEP tank and control panel have been installed it is time for the installation of the pump assembly. A City technician installs the pump and connects it to the low pressure main. The pep system is now complete and ready for operation.

Controls and Alarms



Alarm Silence Button

On the control panel, located on the side of your house, you will notice there is a red light and a green light on the bottom of the panel. The green light indicates that the control panel is energized and should always be illuminated. The red light is part of an audio-visual high water alarm. Should the PEP System malfunction, the red light will come on and an audible alarm will sound. If this happens, you should press the audible alarm silence button located on the bottom of the panel and call Customer Service immediately. They can be reached at (386) 986-2360

Common Questions Concerning **PEP Systems**

Q : What will happen if I experience a power failure?

A: If your power is off the pump will not operate, however, a reserve capacity in the pretreatment tank allows for a normal day's usage before any difficulty may be experienced. During a power failure, your water usage is normally greatly reduced. Electrical appliances, i.e. dish washer and clothes washer and hot water heater will also not be functioning. However, during situations where a prolonged outage is possible, i.e. hurricanes, wild fires, you should follow a strict water conservation program. For example limit showers or if possible shower at a friend or family members home who may have power or lives in a gravity sewer area. Wash dishes outside or use disposable plates and utensils, and only flush toilets when necessary.

Questions continued



Q : Will I hear the pump run?

A : Every time fifty gallons of water enters the tank the submersible pump will turn on and run for approximately one to two minutes. Under normal conditions, the system will pump forty gallons per minute. Unless you are directly next to the tank chamber, you probably won't hear the system running.

Questions continued

Q : Who maintains the system?

A : All system components from the pretreatment tank to the treatment plant are maintained by the Utility department. The Utility has an on-call technician on duty 24 hours a day should any problems arise

Q: Who owns the system?

A: The system is owned and operated by the City of Palm Coast. The equipment consists of the pretreatment tank, pump control panel and miscellaneous appurtenances.

Q: What do I do if my drains run slow?

A: The problem may be present in the pretreatment tank or in your household plumbing. Call the City of Palm Coast Customer Service Department line and a representative will check and correct any problems in the pretreatment tank if needed. If the problem is found to be in your household plumbing, you may be advised to call a plumber.

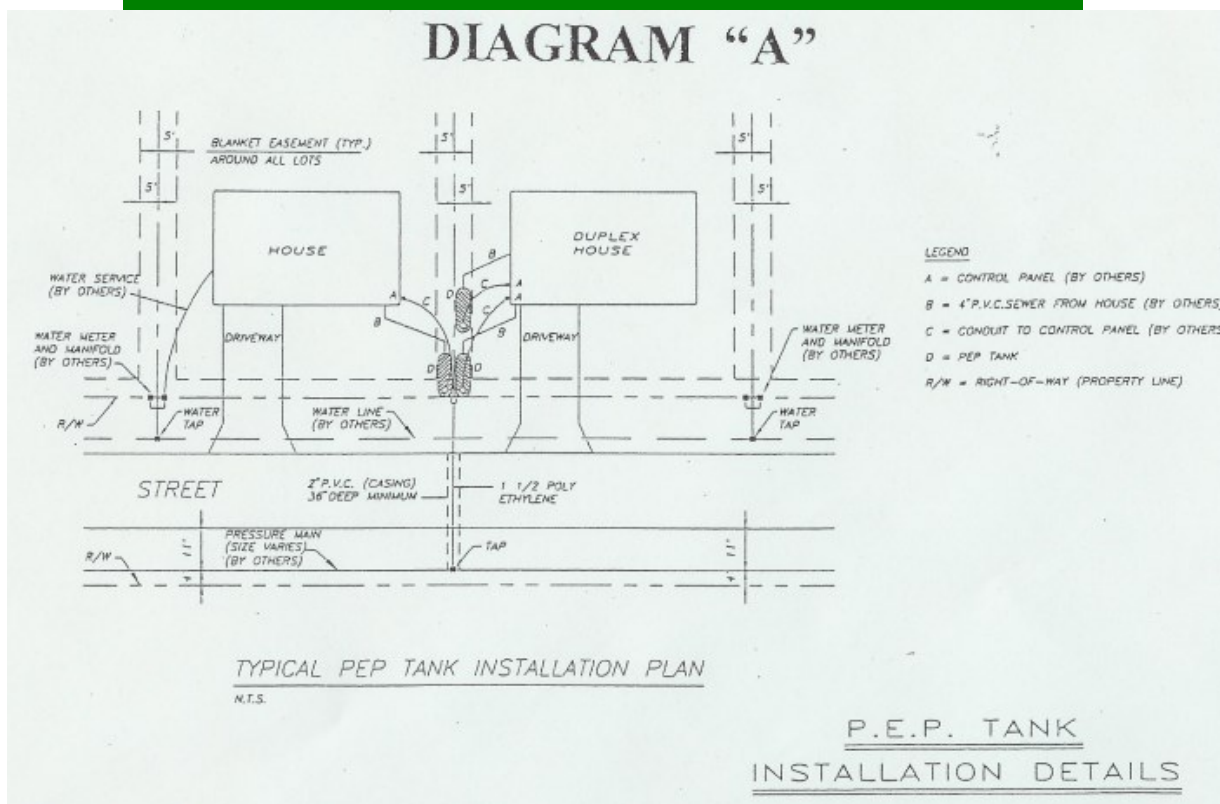
Questions continued



Q: What am I responsible for?

A: It will be the owners responsibility to supply and maintain the connection of the household sewer line to the pretreatment tank as well as a dedicated 115-volt, single phase, 20 amp circuit with a continuous supply line to feed the control panel located on the side of your house.

Questions continued



Q: Where is the "PEP" tank located?

A: The utility Department will work with the builder in determining which side of the house the PEP tank and control panel will be located. Diagram A shows a typical lot arrangement

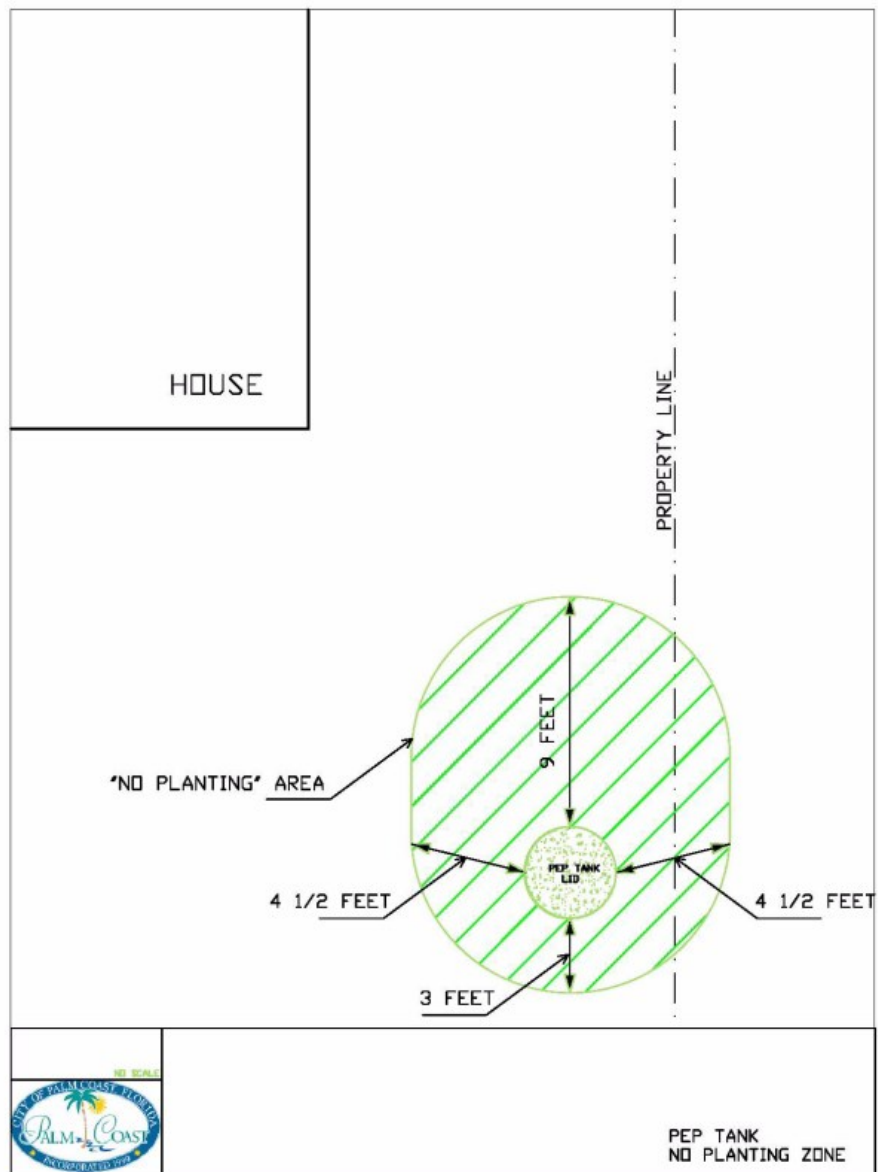
Questions continued

Q: Can I plant landscaping around or on top of the pretreatment tank?

A: **NO**, there are specific guidelines and no planting zones that home owners must follow to allow the City access to the tank to perform maintenance. The no planting zone also helps protect the pretreatment tank. The diagram on the following page provides a detailed no planting zone.

Q: What do I do if I have an alarm?

A: Should the PEP system malfunction, the red light will come on and an audible alarm will sound. Call the Utility Department customer service at **(386) 986-2360**. Do not panic, but please reduce the amount of water usage until the problem has been corrected.





City of Palm Coast
Utility Department
2 Utility Dr.
Palm Coast Florida 32137
(386) 986-2360



Air Compressors

Electric Generators

Lawn Mowers

Pressure Washers

Snow Blowers

Sump Pumps

String Trimmers

Tillers

Water Pumps

More ►



Search Pumps



Tax-Free
Except Illinois Orders

Welcome | [Sign In](#) or [Contact Us](#)

Cart: 0 items

Call Us: 1 (888) 455-4682

Primary

Combination

Battery Backup

Sewage

Grinder

Specialty

Accessories

[Home](#) » [Shop by Brand](#) » [Liberty Pumps](#) » [LE51A](#)

QUICK SEARCH

Select Style ▼

Select HP ▼

Select GPH ▼

Select Brand ▼

528 Sump Pump Models

START SHOPPING

► [Shop by Brand](#) [+]

► [Shop by Style](#) [+]

► [Shop by HP](#) [+]

► [Accessories](#) [+]

► [Related Links](#) [+]

The Liberty Pumps le51a - 1/2 hp cast iron sewage pump (2") w/ piggyback tether float is available for purchase today.

Read Liberty Pumps LE51A reviews before checking out.

Get the best deal on your new Liberty Pumps LE51A.

No coupon code required.

Liberty Pumps LE51A - 1/2 HP Cast Iron Sewage Pump (2") w/ Piggyback Tether Float



In-Stock

Ships Thursday, Mar 2nd

Estimate Arrival

Enter Zip

Go

Our Price

Compare Prices ⁵

\$330.00

As low as \$30 / month at 10% APR with [Affirm](#) ⓘ



Tax-Free Guarantee
*Except Illinois



Free Shipping
*On This Product

Add To Cart

Liberty Pumps

Model: LE51A



What's This?



35 Reviews

Features

Specs

Q&A

Reviews

Articles

Shipping

Accessories

Style



GPH

9600
Gallons

HP

1/2
Horse Power

Switch Type





Product Video Disclaimer: "PED is not responsible for any variances from the product in this video and the item you purchase. Please review all product specs prior to purchase."

Automatic Submersible Cast Iron Sewage Pump

- A workhorse for residential & light commercial sewage apps.

Heavy-Duty Epoxy Powder Coated Cast Iron Construction

- Designed to provide years of reliable performance

Adjustable, Mercury-Free, Wide Angle Tether Float Switch

- Provides automatic or manual operation via piggyback plug

Rugged & Thermally Protected 1/2 HP Motor

- Hermetically sealed, permanently lubricated design

Engineered 2-Vane Semi-Open HYTREL Polymer Impeller

- Corrosion-resistant design, passes spherical solids up to 2"

High Capacity 2" Discharge

- Will replace most sewage pumps without any plumbing changes

Quick-Disconnect 10' Power Cord

- Allows for easy replacement of cord without breaking motor seals

Stainless Steel Rotor Shaft w/ Unitized Ceramic Carbon Seal














- With permanently lubricated bearings for extended pump life

Non-Corrosive Stainless Steel & Brass Fasteners

- Increases the lifespan of the pump even in the harshest systems

3-Year Limited Warranty



	Good	Currently Viewing	Best
	 \$299.00  (1 Review)	 \$330.00  (35 Reviews)	 \$349.99  (73 Reviews)
	Myers SRM4PC-1 - 4/10 HP Cast Iron Sewage Pump (2") w/ Tether Float Switch  Why Jim Recommends It?	Liberty Pumps LE51A - 1/2 HP Cast Iron Sewage Pump (2") w/ Piggyback Tether Float  Why Jim Recommends It?	Zoeller M267 - 1/2 HP Cast Iron Sewage Pump (2") w/ Vertical Float  Why Jim Recommends It?
	 Compare	 Compare	 Compare

Receive Weekly How-To Tips & Specials

Enter Email Address

State ▼

Sign Up

Shop for the Liberty Pumps LE51A - 1/2 HP Cast Iron Sewage Pump (2") w/ Piggyback Tether Float at Sump Pumps Direct. Research Liberty Pumps 671812101577 sewage pumps online. Find Liberty Pumps LE51A sewage pumps & Liberty LE 50 Series Tether features and specifications. Get the best deal; compare Liberty Pumps LE51A prices now. Buy the LE51A direct and save.

Our Story	Buyer's Guide	Contact Us	Bulk Purchase	Manufacturers	Manuals
Our Stores	Gift Guide	Email Preferences	Closeout Central	Preferred Customers	New Products
Our History	How-To Library	Financing	Pay by Check	Preferred Installers	Parts
Our Experts	News Center	Order Tracking	Scratch & Dent		Recommendations
Careers	Reviews	Privacy Policy	Weekly Special		Service Centers
		Return Policy			Technical Support
		Terms of Use			

CALL TO ORDER
1 (888) 455-4682



City of Bunnell, Florida

Agenda Item No. •

Document Date: 3/8/2017 Amount:
Department: City Manager Account #:
Subject: Results of the Citizens' Survey
Agenda Section: Reports - City Manager

ATTACHMENTS:

Description	Type
Report - Citizens' Survey	Cover Memo

Summary/Highlights:

This is the results of the Citizens' Survey

Background:

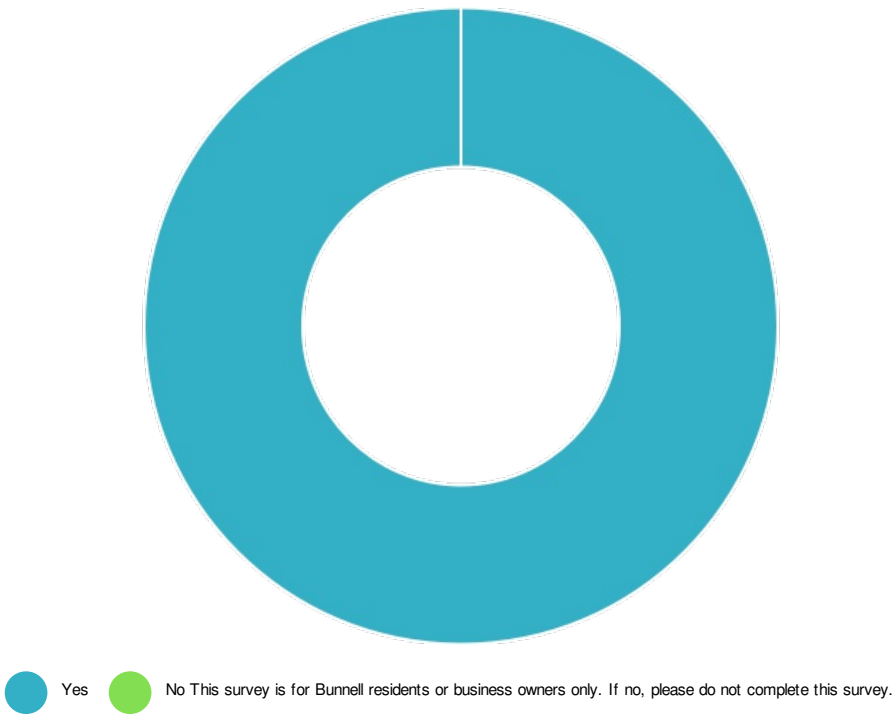
Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

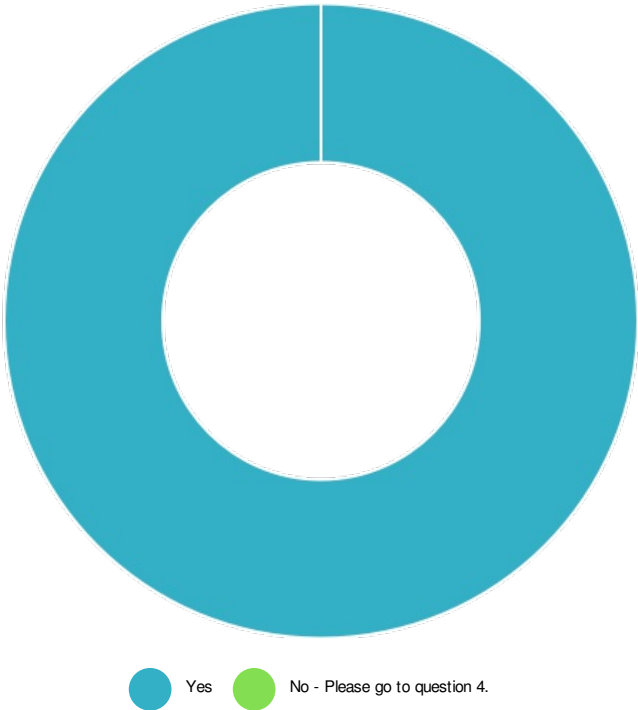
Are you a resident or business owner within the city limits of Bunnell?

	<div><div></div>Yes</div>	<div><div></div>No This survey is for Bunnell residents or business owners only. If no, please do not complete this survey.</div>	Standard Deviation	Responses
All Data	17 (100%)	0 (0%)	8.5	17



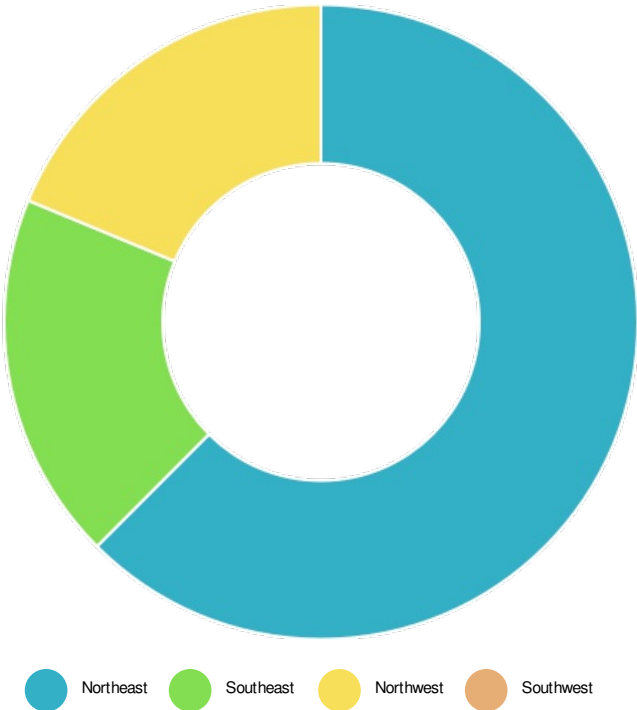
If the answer to question 1 above was yes, are you a resident or business owner within the "core area" of Bunnell?

	Yes	No - Please go to question 4.	Standard Deviation	Responses
All Data	17 (100%)	0 (0%)	8.5	17



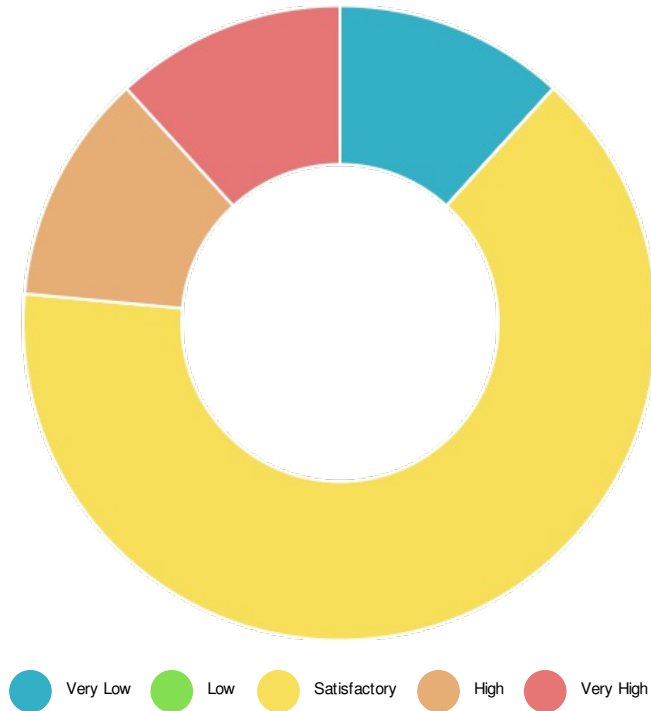
If the answer to question 2 above was yes: Using U.S. 1 (State St) as the east, west divider, and State Road 100 / State Road 11 (Moody Blvd) as the north, south divider, which quadrant of the core do you reside or work? I.e. the new Sheriff's Operations Center would be the southeast quadrant. Ace Hardware would be northeast, etc.

	<div><div></div> Northeast</div>	<div><div></div> Southeast</div>	<div><div></div> Northwest</div>	<div><div></div> Southwest</div>	Standard Deviation	Responses
All Data	10 (63%)	3 (19%)	3 (19%)	0 (0%)	3.67	16



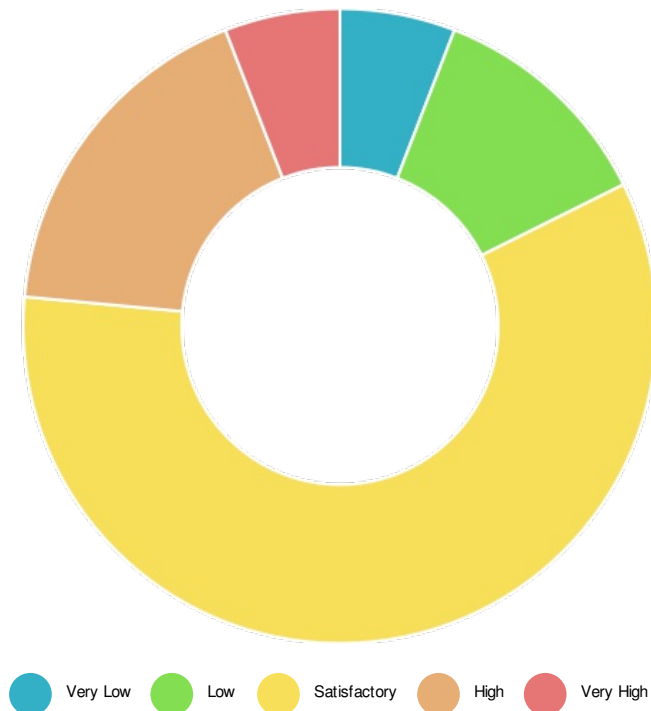
How do you rate the ease of accessibility to the City of Bunnell Elected Officials?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	2 (12%)	0 (0%)	11 (65%)	2 (12%)	2 (12%)	3.88	17



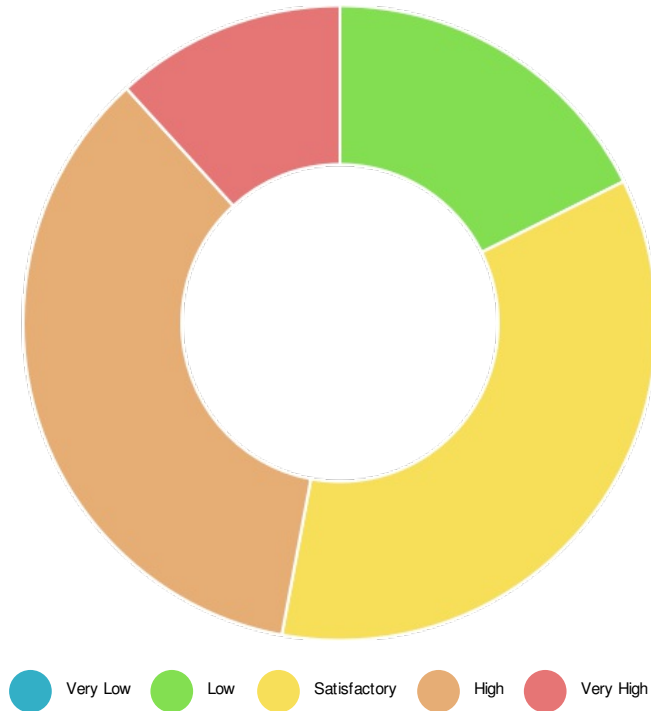
How do you rate the ease of accessibility of City Management?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	2 (12%)	10 (59%)	3 (18%)	1 (6%)	3.38	17



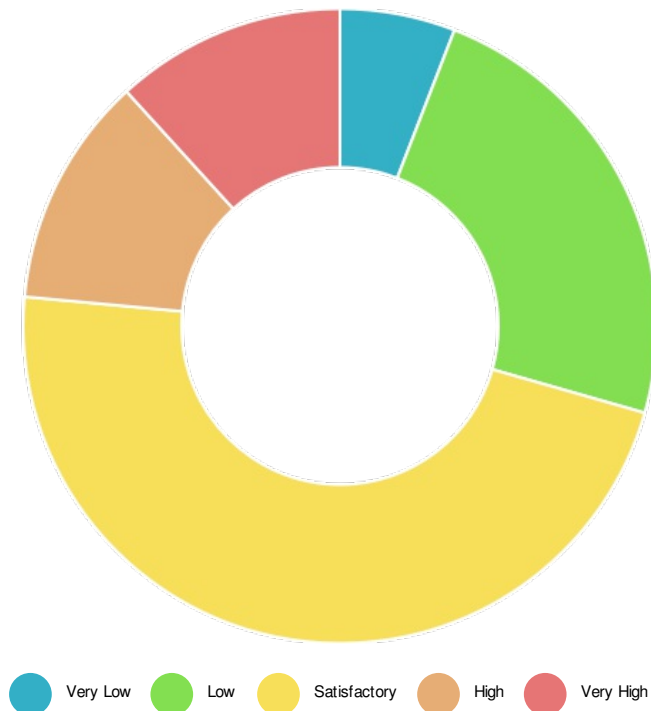
How do you rate the courtesy and helpfulness of City employees?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	0 (0%)	3 (18%)	6 (35%)	6 (35%)	2 (12%)	2.33	17



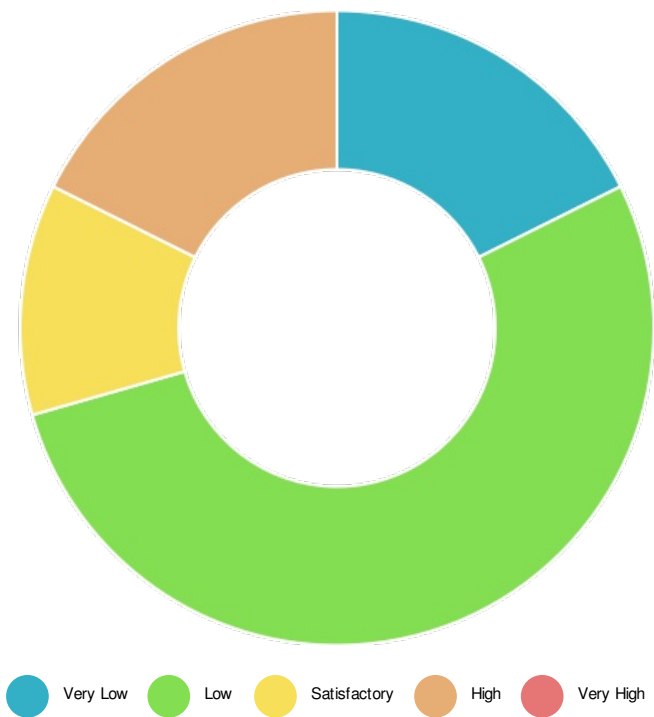
How do you rate the City's performance in responding to citizen opinions and concerns?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	4 (24%)	8 (47%)	2 (12%)	2 (12%)	2.5	17



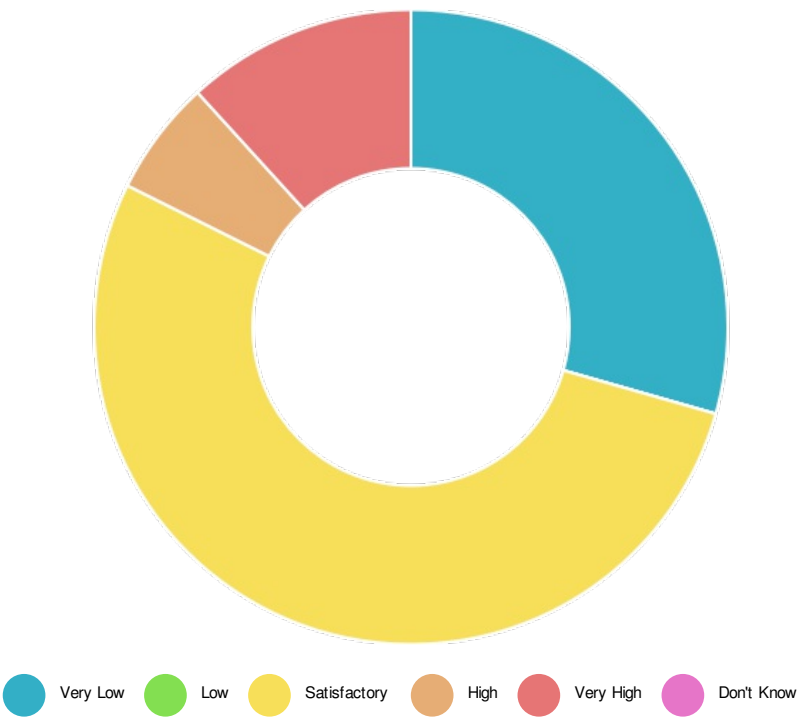
How do you rate the City’s performance in informing citizens about City programs, services, and issues?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	3 (18%)	9 (53%)	2 (12%)	3 (18%)	0 (0%)	3.01	17



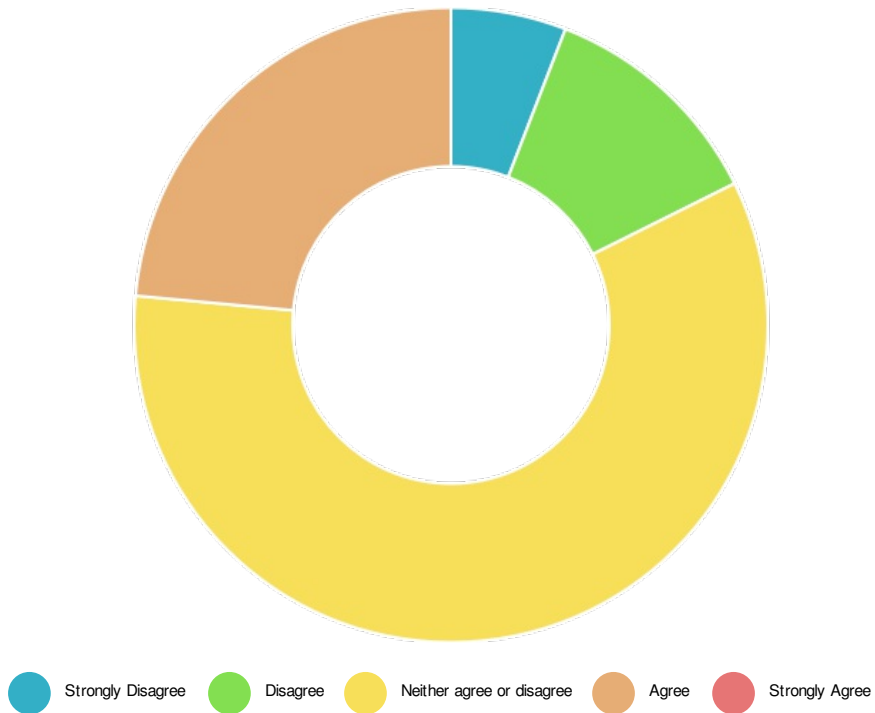
Utility Customer Service - How do you rate the quality of Utility Customer Services?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	5 (29%)	0 (0%)	9 (53%)	1 (6%)	2 (12%)	0 (0%)	3.24	17



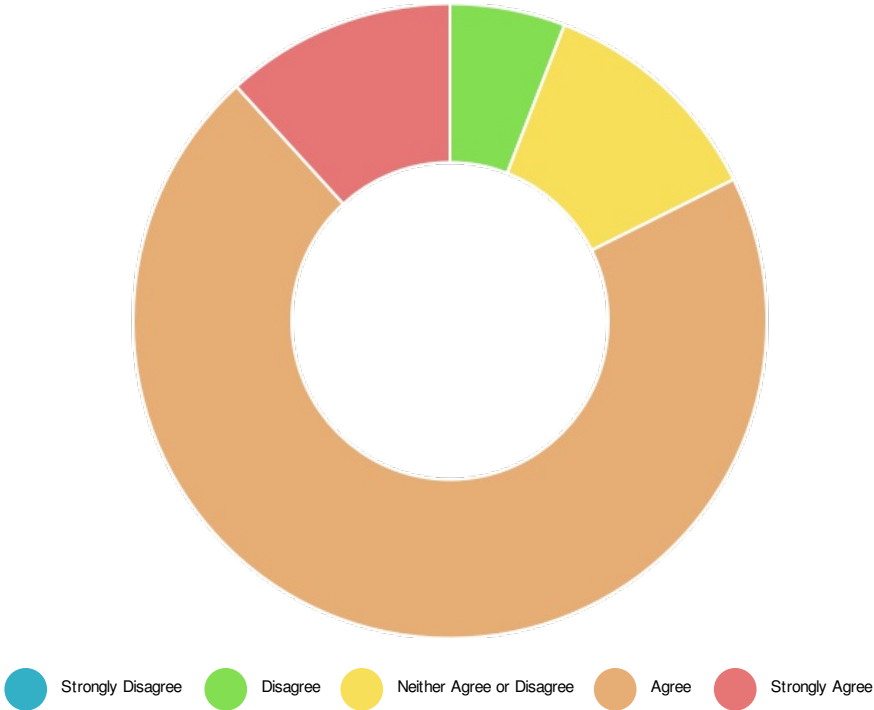
Finance - The City's published Financial Information is easy to understand?

	Strongly Disagree	Disagree	Neither agree or disagree	Agree	Strongly Agree	Standard Deviation	Responses
All Data	1 (6%)	2 (12%)	10 (59%)	4 (24%)	0 (0%)	3.56	17



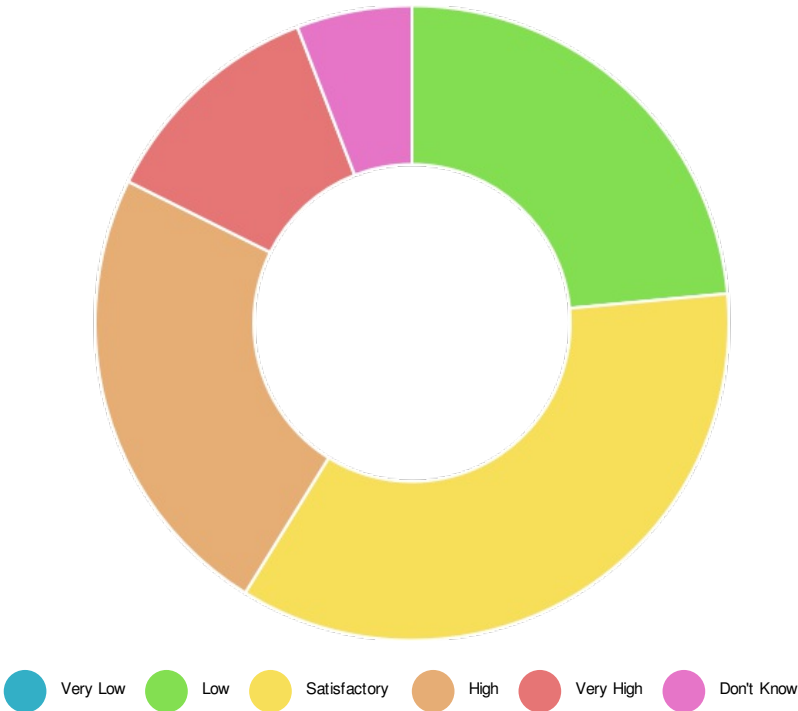
Do you agree or disagree with the City pursuing grants to make structural (hardening) improvements to City Hall, which serves as the City's Emergency Operations Center (EOC) during emergencies?

	Strongly Disagree	Disagree	Neither Agree or Disagree	Agree	Strongly Agree	Standard Deviation	Responses
All Data	0 (0%)	1 (6%)	2 (12%)	12 (71%)	2 (12%)	4.36	17



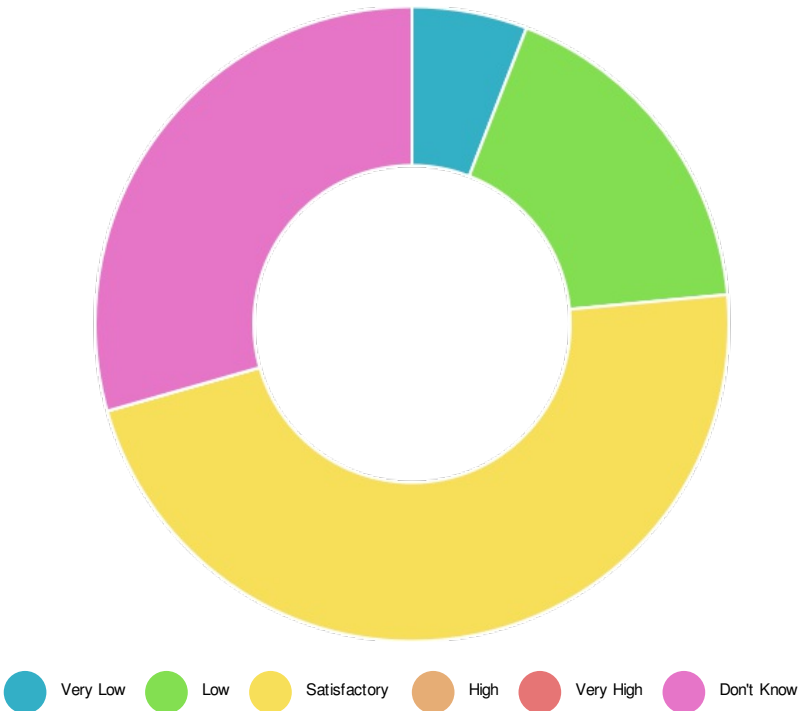
How do you rate the ease of on-line transactions through the City website?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	0 (0%)	4 (24%)	6 (35%)	4 (24%)	2 (12%)	1 (6%)	2.03	17



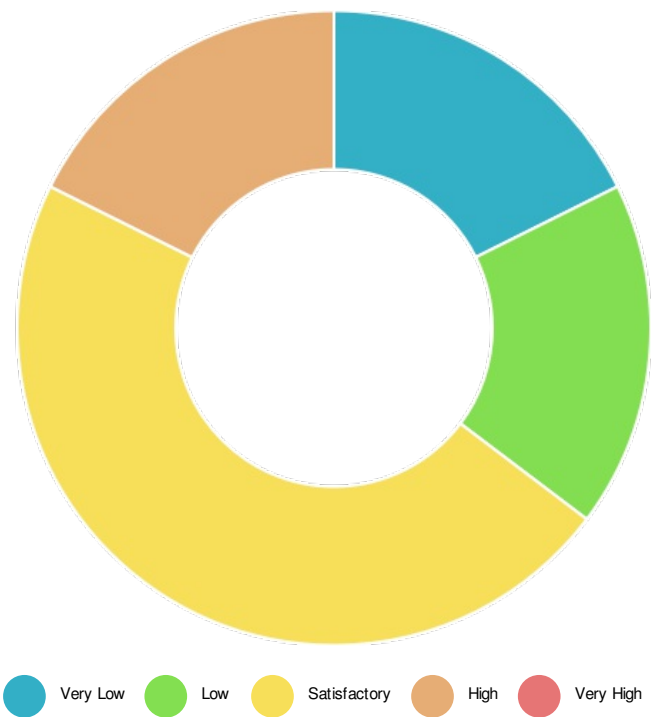
How do you rate the ease of access to public records?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	8 (47%)	0 (0%)	0 (0%)	5 (29%)	2.91	17



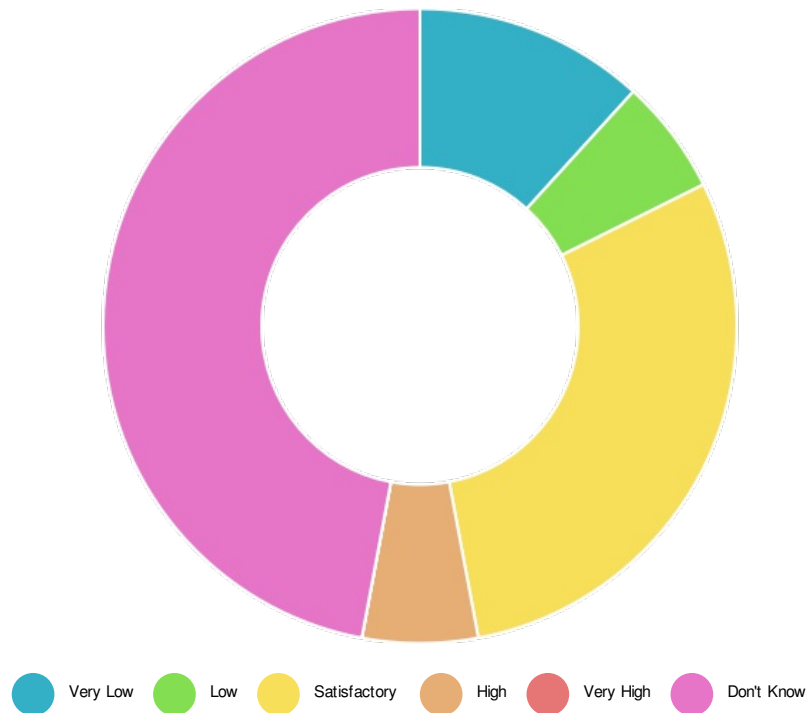
How do you rate the City’s performance in regards to Code Enforcement (illegal signs, tall grass, junk cars, building safety issues)?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	3 (18%)	3 (18%)	8 (47%)	3 (18%)	0 (0%)	2.58	17



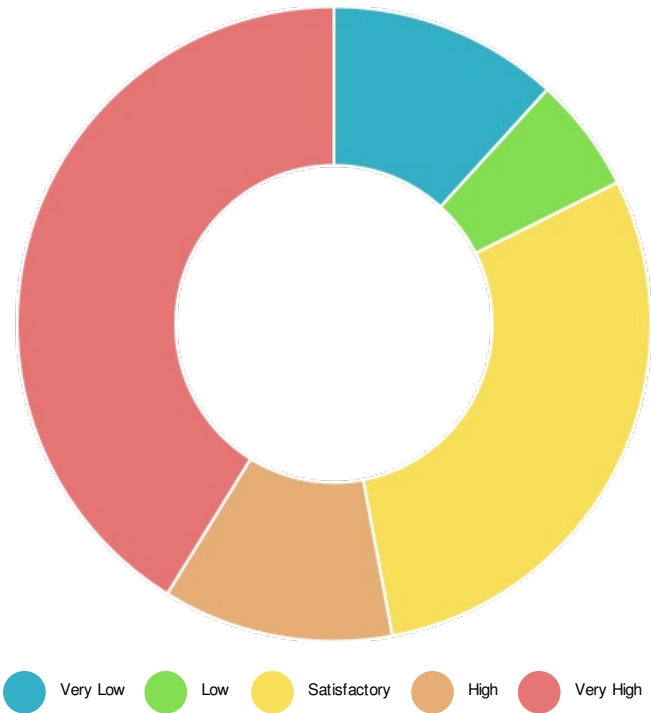
How would you rate the development application process (site plan approval, variance requests, and special exception approvals)?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	2 (12%)	1 (6%)	5 (29%)	1 (6%)	0 (0%)	8 (47%)	2.79	17



How satisfied are you with the Bunnell Police Officers/employees interaction with the community?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	2 (12%)	1 (6%)	5 (29%)	2 (12%)	7 (41%)	2.24	17



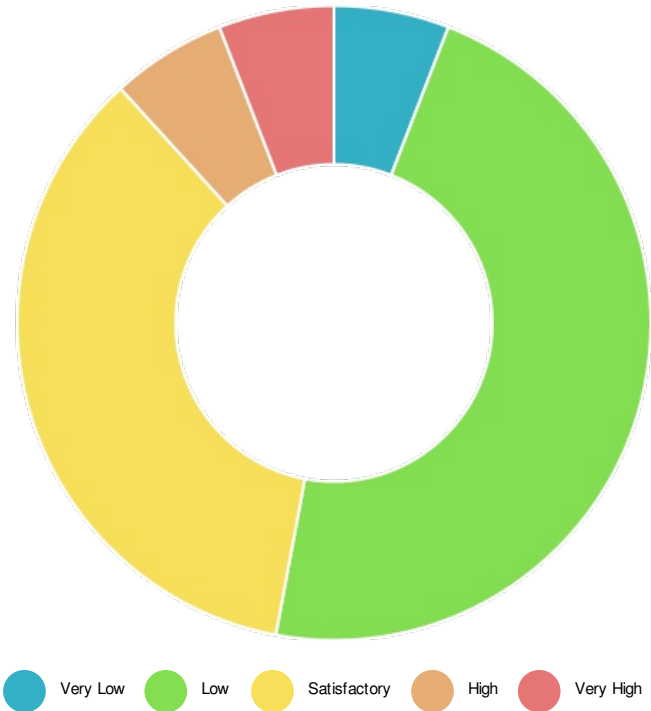
Have you visited the Police Department website at www.bunnellpd.us, or the feature on the City's website called the "Chief's Corner" in the last 12 months?

	<div><div></div> Yes</div>	<div><div></div> No</div>	Standard Deviation	Responses
All Data	8 (47%)	9 (53%)	0.5	17



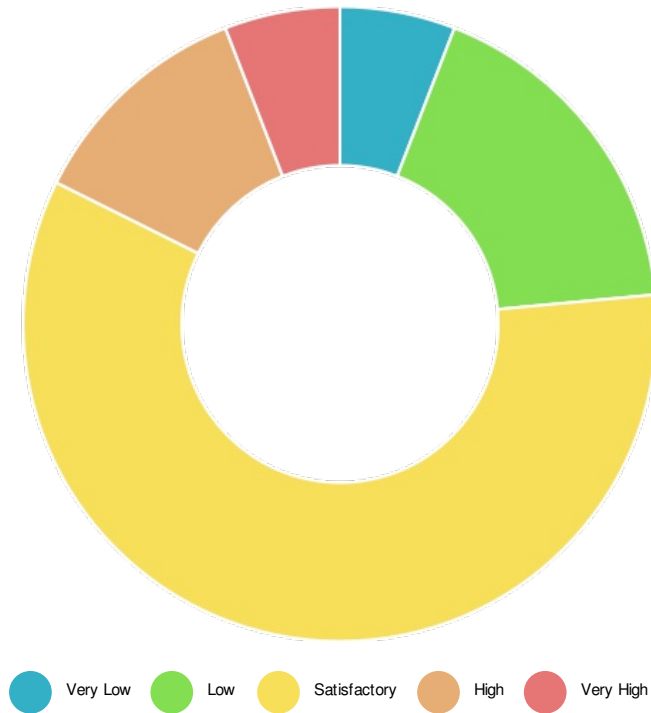
How do you rate the quality of Water Pressure in your area?

	<div><div></div> Very Low</div>	<div><div></div> Low</div>	<div><div></div> Satisfactory</div>	<div><div></div> High</div>	<div><div></div> Very High</div>	Standard Deviation	Responses
All Data	1 (6%)	8 (47%)	6 (35%)	1 (6%)	1 (6%)	3.01	17



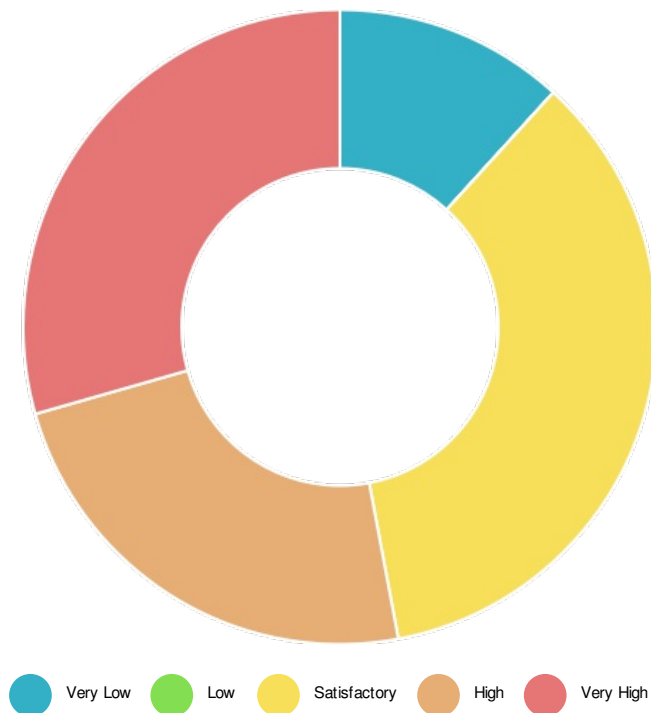
How do you rate the helpfulness of information provided on the City's website
www.bunnellcity.us about Utilities and City Services?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	10 (59%)	2 (12%)	1 (6%)	3.38	17



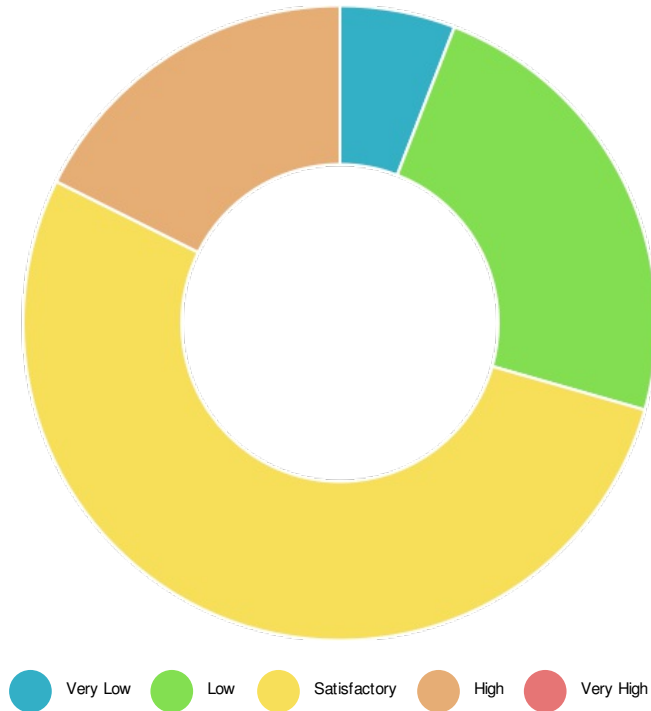
How do you rate the City's garbage collection?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	2 (12%)	0 (0%)	6 (35%)	4 (24%)	5 (29%)	2.15	17



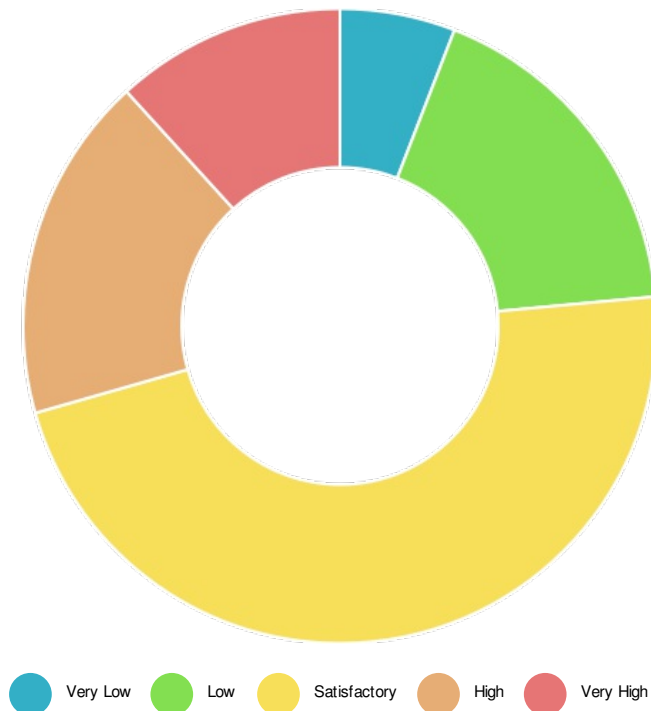
How do you rate the City's storm drainage system?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	4 (24%)	9 (53%)	3 (18%)	0 (0%)	3.14	17



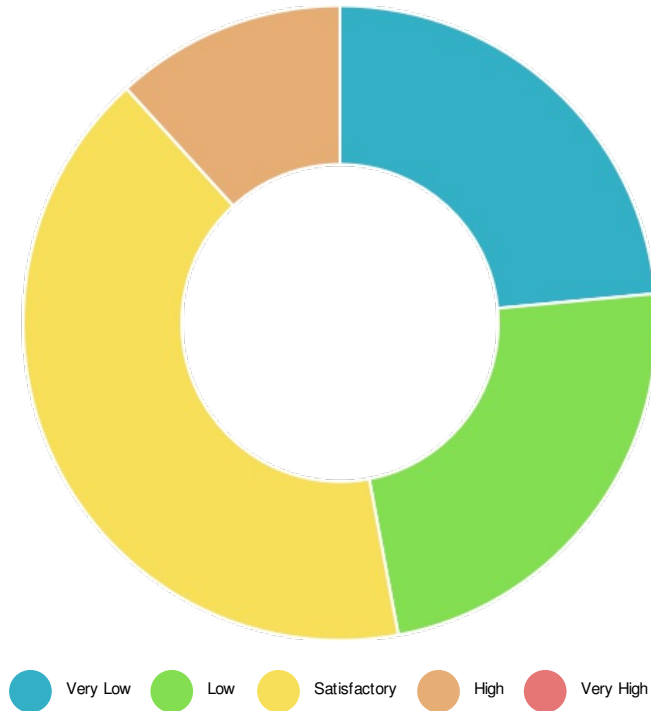
How do you rate the City's natural areas preservation and City Parks?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	8 (47%)	3 (18%)	2 (12%)	2.42	17



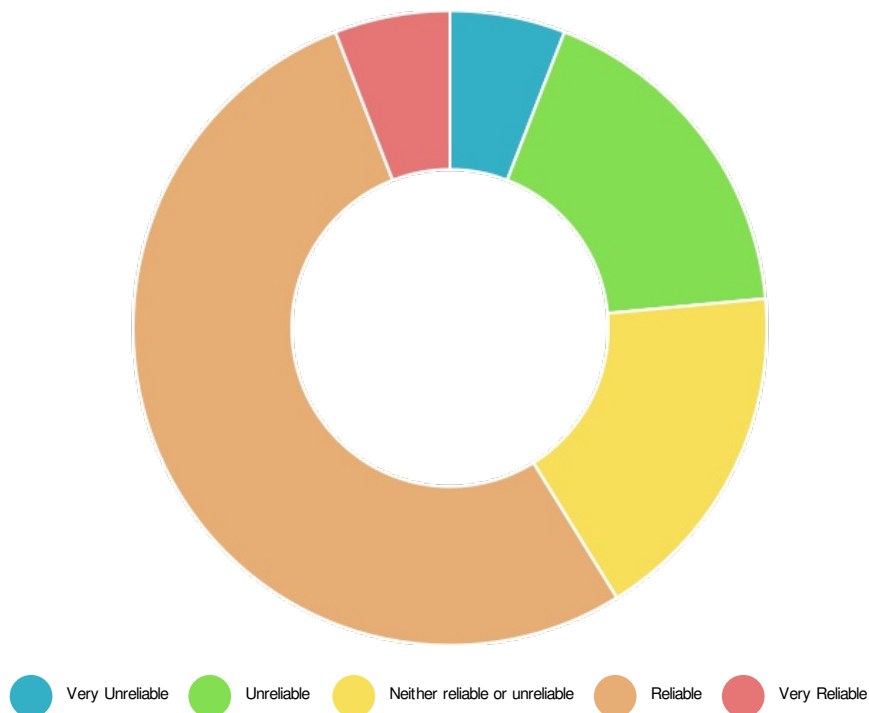
How do you rate the quality of the City's drinking water?

	Very Low	Low	Satisfactory	High	Very High	Standard Deviation	Responses
All Data	4 (24%)	4 (24%)	7 (41%)	2 (12%)	0 (0%)	2.33	17



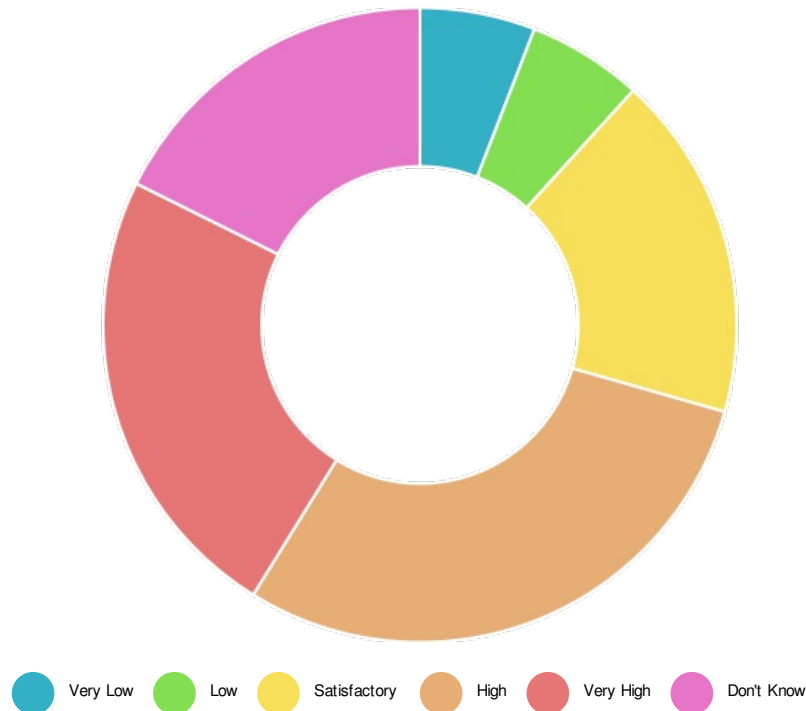
How do you rate the reliability of the water and sewer services?

	Very Unreliable	Unreliable	Neither reliable or unreliable	Reliable	Very Reliable	Standard Deviation	Responses
All Data	1 (6%)	3 (18%)	3 (18%)	9 (53%)	1 (6%)	2.94	17



How do you rate the quality of services from your Bunnell Volunteer Fire Department?

	Very Low	Low	Satisfactory	High	Very High	Don't Know	Standard Deviation	Responses
All Data	1 (6%)	1 (6%)	3 (18%)	5 (29%)	4 (24%)	3 (18%)	1.46	17



Would you be in favor of paying slightly higher taxes or fees to receive a higher level of service in any of the following areas: (select all that apply)

	Fire Protection	Parks	Police	Public Works (roads, bridges, sidewalks)	Storm Water Drainage	Responses
All Data	7 (58%)	3 (25%)	9 (75%)	8 (67%)	5 (42%)	12

