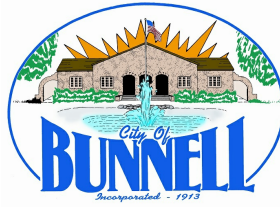


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

JOHN SOWELL

BUNNELL CITY COMMISSION MEETING

Monday, June 12, 2017

7:00 PM

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

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: June 18 - 25 Bunnell Amateur Radio Week

C. Consent Agenda:

C.1. Approval of Warrant

a. 2017 06 12 Warrant

C.2. Approval of Minutes

a. 2017 05 22 City Commission Minutes

C.3. Request approval of an Interlocal Agreement between the City of Palm Coast and City of Bunnell for traffic signal repairs and maintenance

C.4. Request approval to surplus outdated equipment and vehicles

C.5. Recommend approval of contract for Hurricane Loss Mitigation Program (HLMP) (formerly RCMP) grant

C.6. Request to increase Boulevard Tire threshold

C.7. Request to increase Bunnell Auto threshold

C.8. Acceptance of Flagler Central Commerce Parkway Drainage and Utility Easements

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 2017-13: Voluntarily Annexing ±8.8 acres of Property located in Unincorporated Flagler County. - First Reading
- E.2.** Ordinance 2017-14: Changing 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 Single Family Medium Density. - First Reading
- E.3.** Ordinance 2017-15: Changing the Zoning Designation of Approximately 1.92 Acres of Property from City of Bunnell R-1, Single Family Residential district to City of Bunnell R-2, Multiple-Family Residential district. - First Reading
- E.4.** Ordinance 2017-16: Request to Vacate a Portion of Hardy St. - First Reading
- E.5.** Ordinance 2017-17: Amending the Land Development Code Section 2-87 Hearing Notification Requirements. - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Designate the Florida League of Cities Voting Delegate for the 91st Annual Conference
- H.2.** Discussion on Street Banners

I. Reports:

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

J. Call for Adjournment.

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

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

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

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on June 7, 2017



Proclamation

Whereas, Amateur Radio has historically played a significant role in developing world wide radio communications; and

Whereas, Amateur Radio has continued to provide a bridge between peoples, societies and countries by creating friendships and the sharing of ideas; and

Whereas, Bunnell, Florida has a great many Radio Amateurs who continuously demonstrate their value in public assistance; and

Whereas, the Radio Amateurs of Flagler County are on alert for tornadoes, floods, hurricanes, wildfires and other local emergencies and utilize their communications skills to assist City, County, and State officials; and

Whereas, the Radio Amateurs of Flagler County have generously and repeatedly donated their considerable energy, effort, time and equipment to provide communications support to local service clubs and organizations at no charge; and

Whereas, the Radio Amateurs of Flagler County offer free technical training to all interested citizens; and

Whereas, the City of Bunnell recognizes and appreciates the diligence of these "hams" who also serve as weather spotters in the Skywarn program of NOAA's National Weather Service (NWS), part of the U.S. Department of Commerce; and

Whereas, Amateur Radio once again proved its undisputed relevance in the modern world by providing emergency communications when other systems failed in the wake of Hurricane Matthew in our own neighborhoods; and

Whereas, the Radio Amateurs of Flagler County will continue to hone their communications skills by operating the twenty-four-hour simulated emergency known as 'American Radio Relay League Field Day' on June 24th and 25th, 2017.

***NOW THEREFORE,** I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby recognize the week of June 18 through June 25, 2017 as "Bunnell Amateur Radio Week" and call upon all citizens to pay tribute to the Amateur Radio Operators of Flagler County.*

Adopted this 12th day of June 2017

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Seal:



City of Bunnell, Florida

ATTACHMENTS:

Description

2017 06 12 Warrant

Type

Cover Memo



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 06/12/2017

Post Dates - 06/12/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Florida Combined Life	Dental Insurance - 05/2017	001-2184000	1,442.68
		Charlotte Tape	Hall Security Deposit Refund	001-2201000	125.00
		Summer Robertson	Hall Security Deposit Refund	001-2201000	125.00
		Florida Blue	Life Insurance - 05 2017	001-2184000	314.68
		Charisse Dillard	Hall Security Deposit Refund	001-2201000	75.00
		Stephanie Sanchez	Hall Security Deposit Refund	001-2201000	100.00
		Rosa Baldwin	Hall Security Deposit Refund	001-2201000	125.00
		Valljean Phillips	Hall Security Deposit Refund	001-2201000	125.00
		Keyshone Melvin	Hall Security Deposit Refund	001-2201000	125.00
		Jill Woolbright	Hall Security Deposit Refund	001-2201000	150.00
		Rebecca Miller	Hall Security Deposit Refund	001-2201000	125.00
		City of Bunnell - WS O&M	M&M Development	001-2291000	657.61
		Florida Health Care Plans	FHC HMO T66	001-2184000	24,327.63
		Florida Health Care Plans	FHC Triple Option	001-2184000	1,453.48
		Florida Health Care Plans	FHC HMO T23 - FRASER (May	001-2184500	3,049.68
		Florida Health Care Plans	FHC HMO T23	001-2184000	3,579.24
					35,900.00
Department: 511 - Legislative					
		Bankcard Center	Cake for Commission Meeting	001-0511-511.4900	43.99
		Flagler County Clerk of Courts	Recording	001-0511-511.3300	44.00
		Vinny The Printer, Inc.	Business Cards - Commissione	001-0511-511.5200	29.75
		Bankcard Center	Dunkin Donuts	001-0511-511.5200	48.96
		Bankcard Center	Curtains	001-0511-511.4900	80.78
		News Journal	ORD 2017-11	001-0511-511.4800	38.40
		Bankcard Center	CREDIT - Curtains	001-0511-511.4900	-50.96
		Bankcard Center	Food-Beverages for Commissi	001-0511-511.4900	187.10
		Bankcard Center	Food-Beverages for Commissi	001-0511-511.5200	22.58
		Bankcard Center	Food-Beverages for Commissi	001-0511-511.5200	27.94
		State of Florida Department o	Local Phone Service thru April	001-0511-511.4100	17.23
		Charter Communications Hol	Hosted Voice 6/02-7/01	001-0511-511.4100	114.36
		News Journal	Notice of Hearing	001-0511-511.4800	44.45
			Department 511 - Legislative Total:		648.58
Department: 512 - Executive					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
		Verizon Wireless	Cell Phones 4/14-5/13	001-0512-512.4100	52.19
		Charter Communications Hol	Hosted Voice 6/02-7/01	001-0512-512.4100	80.05
			Department 512 - Executive Total:		122.95
Department: 513 - Administrative Services					
		Christine Hancock	Open Enrollment Prizes	001-0513-513.5200	16.96
		Christine Hancock	Open Enrollment Prizes	001-0513-513.5200	35.64
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	26.84
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	180.00
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0513-513.3401	972.00
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.26
		Pitney Bowes Inc	Postage Scale Lease	001-0513-513.4400	150.00
		State of Florida Department o	Phone Charges Instate & Out	001-0513-513.4100	0.30
		State of Florida Department o	Local Phone Service thru April	001-0513-513.4100	86.32
		Charter Communications Hol	Hosted Voice 6/02-7/01	001-0513-513.4100	334.73
			Department 513 - Administrative Services Total:		1,804.05
Department: 516 - Finance					
		DEX Imaging	Contract & Overage	001-0516-516.4700	12.12
		DEX Imaging	Contract & Overage	001-0516-516.4700	39.00

Warrant

Payable Dates: - 06/12/2017 Post Dates: - 06/12/2017

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Staples Advantage	Office Supplies	001-0516-516.5100	40.68
Staples Advantage	Office Supplies	001-0516-516.5100	5.79
Staples Advantage	Office Supplies	001-0516-516.5100	4.32
Department 516 - Finance Total:			101.91

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
Dell Marketing, L.P.	Blanket PO for Dell	001-0517-517.6400	16,604.51
Verizon Wireless	Cell Phones 4/14-5/13	001-0517-517.4100	52.19
Bankcard Center	Purchase VGA cable for use w	001-0517-517.5264	14.80
Bankcard Center	Purchase Remote Control for	001-0517-517.5264	37.85
Charter Communications Hol	Hosted Voice 6/02-7/01	001-0517-517.4100	36.38
Bankcard Center	Service / Support for SonicWa	001-0517-517.3400	91.00
Department 517 - Information Technology Total:			16,431.86

Department: 521 - Law Enforcement

Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
Staples Advantage	Office Supplies	001-0521-521.5100	15.91
Staples Advantage	Office Supplies	001-0521-521.5100	14.49
Staples Advantage	Office Supplies	001-0521-521.5100	18.14
Staples Advantage	Office Supplies	001-0521-521.5100	8.49
Staples Advantage	Office Supplies	001-0521-521.5100	3.98
Staples Advantage	Office Supplies	001-0521-521.5100	5.22
Staples Advantage	Office Supplies	001-0521-521.5100	3.00
Staples Advantage	Office Supplies	001-0521-521.5100	1.96
Staples Advantage	Office Supplies	001-0521-521.5100	71.98
Staples Advantage	Office Supplies	001-0521-521.5100	12.99
Staples Advantage	Office Supplies	001-0521-521.5100	14.49
Staples Advantage	Office Supplies	001-0521-521.5100	21.84
Staples Advantage	Key Rack Putty	001-0521-521.5100	9.18
Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	483.79
DGG Uniform and Work Appa	(1) Class A Shirt # 8670 - Ofc.	001-0521-521.5220	97.98
Verizon Wireless	Cell Phones 4/14-5/13	001-0521-521.4100	376.82
Boulevard Tire Center	Right Rear Tire - PD#1102	001-0521-521.4620	128.27
State of Florida Department o	Phone Charges Instate & Out	001-0521-521.4100	0.03
Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	417.86
DGG Uniform and Work Appa	(2) Class c Uniform Pants # 86	001-0521-521.4200	10.00
DGG Uniform and Work Appa	(2) Class c Uniform Pants # 86	001-0521-521.5220	107.98
State of Florida Department o	Wireless Air Cards PD	001-0521-521.4100	0.02
State of Florida Department o	Local Phone Service thru April	001-0521-521.4100	17.23
Charter Communications Hol	Internet Service - Police Depa	001-0521-521.4100	124.00
Charter Communications Hol	Hosted Voice 6/02-7/01	001-0521-521.4100	258.80
City of Bunnell - WS O&M	200 S Church St	001-0521-521.4300	96.29
Department 521 - Law Enforcement Total:			2,309.87

Department: 522 - Fire Control

Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
Bankcard Center	AED Batteries Ref# M5070A	001-0522-522.5200	338.00
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	43.53
Bankcard Center	Phillips FRx SMART Pads for A	001-0522-522.5200	168.00
State of Florida Department o	Phone Charges Instate & Out	001-0522-522.4100	2.45
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	62.17
State of Florida Department o	Wireless Air Cards FD	001-0522-522.4100	108.15
DG Hardware, Inc.	Terminal Ring, Fuse Holder &	001-0522-522.4620	6.54
DG Hardware, Inc.	Fuse	001-0522-522.4620	4.49
Communications Internationa	Repair 3 Pagers	001-0522-522.4600	27.00
Communications Internationa	Repair 3 Pagers	001-0522-522.4600	300.00
State of Florida Department o	Local Phone Service thru April	001-0522-522.4100	17.23
Charter Communications Hol	Internet Service - Fire Depart	001-0522-522.4100	104.28
City of Bunnell - WS O&M	1601 Old Moody Blvd	001-0522-522.4300	239.83
Department 522 - Fire Control Total:			1,391.67

Warrant

Payable Dates: - 06/12/2017 Post Dates: - 06/12/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Department: 524 - Community Development					
		State of Florida Department o	CORRECTION Quarterly Buildi	001-0524-524.4900	-72.55
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0524-524.3401	75.00
		Verizon Wireless	Cell Phones 4/14-5/13	001-0524-524.4100	8.56
		Staples Advantage	Office Supplies	001-0524-524.5100	6.95
		Charter Communications Hol	Hosted Voice 6/02-7/01	001-0524-524.4100	164.77
		Michael Leo Dove	Building Inspections	001-0524-524.3400	1,025.00
Department 524 - Community Development Total:					1,207.73
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	5070082	001-0541-541.5300	45.84
		Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	1.22
		Bankcard Center	OFFICE SUPPLIES	001-0541-541.5100	5.99
		Bankcard Center	WASH DOWN STATION PURC	001-0541-541.5200	-20.16
		Bankcard Center	WASH DOWN STATION PURC	001-0541-541.5200	108.00
		Michael Baker Jr. Inc.	Engineer Design Services- Co	001-0541-541.6300	2,666.34
		Sizemore Welding, Inc.	#503 CAT LOADER WELDING	001-0541-541.4640	245.00
		Ring Power Corporation	WINDOWS FOR #502 BACKHO	001-0541-541.4640	661.43
		Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	118.02
		Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	79.42
		UniFirst Corporation	UNIFORMS	001-0541-541.5220	45.19
		AG-PRO Companies	two spare rims for front of Jo	001-0541-541.4640	387.38
		DG Hardware, Inc.	PVC Elbow	001-0541-541.5200	9.80
		O'reilly Automotive Inc	Transmission Fluid - PW#921	001-0541-541.4640	51.12
		Bankcard Center	Kick Plate	001-0541-541.4610	29.94
		Verizon Wireless	Cell Phones 4/14-5/13	001-0541-541.4100	122.03
		DG Hardware, Inc.	Water Filter	001-0541-541.4640	44.99
		O'reilly Automotive Inc	Hyd Hose, Fitting, Crimp & Go	001-0541-541.4620	63.85
		O'reilly Automotive Inc	Cart Wash & Absorbent - PW#	001-0541-541.4620	93.80
		O'reilly Automotive Inc	AC Cleaning Tool	001-0541-541.4620	218.55
		K & M Mower and Small Engi	Spare Generator- PW	001-0541-541.4640	237.00
		Advanced Auto Parts	Oil, Filter, Wiper Blades & Cle	001-0541-541.4620	67.00
		Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	100.10
		DG Hardware, Inc.	Connectors & Coax	001-0541-541.5200	8.97
		Advanced Auto Parts	Battery	001-0541-541.4620	147.80
		UniFirst Corporation	UNIFORMS	001-0541-541.5220	45.19
		Ver-E-Safe Solutions, LLC	SAFETY SUPPLIES PUBLIC WO	001-0541-541.5200	105.84
		DG Hardware, Inc.	PVC Caps	001-0541-541.5200	4.02
		DG Hardware, Inc.	OPERATING SUPPLIES	001-0541-541.5200	12.14
		DG Hardware, Inc.	Garbage Bags	001-0541-541.5200	8.09
		State of Florida Department o	Local Phone Service thru April	001-0541-541.4100	17.23
		DG Hardware, Inc.	PD MOVE PURCHASES	001-0541-541.4617	12.59
		DG Hardware, Inc.	Key Kwikset	001-0541-541.5200	6.72
		Charter Communications Hol	Hosted Voice 6/02-7/01	001-0541-541.4100	72.77
		Steven's Pine Straw Inc	PINE STRAW BALES	001-0541-541.5200	900.00
		Steven's Pine Straw Inc	PINE STRAW BALES	001-0541-541.5200	900.00
		City of Bunnell - WS O&M	400 A N State St - IRR	001-0541-541.4300	157.85
		City of Bunnell - WS O&M	901 N State St - IRR	001-0541-541.4300	78.15
		City of Bunnell - WS O&M	305 Tolman St	001-0541-541.4300	223.24
		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
Department 541 - Road and Street Facilities Total:					8,049.27
Department: 572 - Parks and Recreation					
		Ormond Fire & Safety	ANNUAL FIRE INSPECTIONS	001-0572-572.3400	35.00
		Ormond Fire & Safety	ANNUAL FIRE INSPECTIONS	001-0572-572.3400	55.00
		UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.70
		DG Hardware, Inc.	Fastners, Mixer, Paintbrush &	001-0572-572.4610	3.58
		DG Hardware, Inc.	Fastners, Mixer, Paintbrush &	001-0572-572.4610	7.18
		DG Hardware, Inc.	Fastners, Mixer, Paintbrush &	001-0572-572.4610	8.09

Warrant

(None)

Payable Dates: - 06/12/2017 Post Dates: - 06/12/2017

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	DG Hardware, Inc.	Fastners, Mixer, Paintbrush &	001-0572-572.4610	3.14
	DG Hardware, Inc.	Paint	001-0572-572.4610	107.99
	Bankcard Center	Weatherdshield	001-0572-572.4610	23.82
	Bankcard Center	Mop & Bucket	001-0572-572.5200	89.94
	Bankcard Center	Mop & Bucket	001-0572-572.5200	33.96
	DG Hardware, Inc.	Hinge, Chain, Handle & Switc	001-0572-572.5200	40.42
	Bankcard Center	STAINLESS STEEL TOILET PAPE	001-0572-572.5200	14.69
	Bankcard Center	STAINLESS STEEL TOILET PAPE	001-0572-572.5200	102.00
	Bankcard Center	4 Hanging Plants - New City H	001-0572-572.5200	29.96
	Bankcard Center	4 Hanging Plants - New City H	001-0572-572.5200	33.96
	Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	146.03
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.70
	DG Hardware, Inc.	Cover	001-0572-572.4610	4.49
	DG Hardware, Inc.	Broom & Paintbrush	001-0572-572.4610	8.62
	DG Hardware, Inc.	Paintbrush & Roller	001-0572-572.4610	5.92
	DG Hardware, Inc.	Cover, Bolt & Guard Chain	001-0572-572.5200	14.37
	DG Hardware, Inc.	Brush & Pail	001-0572-572.5200	14.38
	DG Hardware, Inc.	Fabuloso, Cleaner, Plugins &	001-0572-572.5200	83.75
	City of Bunnell - WS O&M	300 Citrus St - JB King Park	001-0572-572.4300	267.64
	City of Bunnell - WS O&M	200 S Church St	001-0572-572.4300	288.86
	City of Bunnell - WS O&M	401 E Court St	001-0572-572.4300	203.19
	City of Bunnell - WS O&M	405 E Drain St	001-0572-572.4300	185.52
		Department 572 - Parks and Recreation Total:		1,850.90
		Fund 001 - GENERAL FUND	Total:	69,818.79

Warrant

Payable Dates: - 06/12/2017 Post Dates: - 06/12/2017

(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
		Bankcard Center	TRAVEL - Management & Lea	401-0533-533.4000	63.55
		Flagler County Clerk of Courts	Lein Recording	401-0533-533.3300	30.00
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	2.99
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	1.22
		Bankcard Center	OFFICE SUPPLIES	401-0533-533.5102	2.89
		Bankcard Center	TRAVEL - Management & Lea	401-0533-533.5500	4.00
		Bankcard Center	FDEP OCP Renewal Licenses	401-0533-533.5500	75.00
		Bankcard Center	WASH DOWN STATION PURC	401-0533-533.5205	7.65
		Bankcard Center	WASH DOWN STATION PURC	401-0533-533.5205	46.80
		Bankcard Center	WASH DOWN STATION PURC	401-0533-533.5205	9.37
		Bankcard Center	WASH DOWN STATION PURC	401-0533-533.5205	-20.16
		Bankcard Center	MUNICIPAL AWARD APPLICAT	401-0533-533.4200	32.80
		Palm Coast Ford	#931 MAINT / REPAIR	401-0533-533.4620	20.54
		Palm Coast Ford	#931 MAINT / REPAIR	401-0533-533.4620	8.20
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	71.47
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	479.00
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	4.95
		DEX Imaging	Copier Overage WS N2P1Z03	401-0533-533.4700	62.61
		Bankcard Center	FL RURAL WATER ASSOC ANN	401-0533-533.5400	280.00
		Verizon Wireless	Cell Phones 4/14-5/13	401-0533-533.4100	189.03
		Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0533-533.3401	56.48
		Flagler County Clerk of Courts	LIEN RECORDING	401-0533-533.3300	15.00
		State of Florida Department o	Phone Charges Instate & Out	401-0533-533.4100	0.03
		Boulevard Tire Center	Front Tires - UT#720	401-0533-533.4640	200.00
		AT&T	Analog Circuit - Alarm Auto Di	401-0533-533.4100	23.60
		Sunstate Meter & Supply Inc	Neptune R900i RF Water Met	401-0533-533.5264	4,725.00
		Sunstate Meter & Supply Inc	Neptune R900i RF Water Met	401-0533-533.5264	38.20
		DEX Imaging	115283 V665801326 UT	401-0533-533.4700	23.80
		DEX Imaging	115283 V665801326 UT	401-0533-533.4700	25.05
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	148.48
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	65.16
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		Bankcard Center	SMART METER UPGRADE PUR	401-0533-533.5205	14.98
		Bankcard Center	SMART METER UPGRADE PUR	401-0533-533.5205	9.98
		Bankcard Center	SMART METER UPGRADE PUR	401-0533-533.5205	119.94
		Bankcard Center	SMART METER UPGRADE PUR	401-0533-533.5205	233.60
		Mike Baldwin	Management & Leadership Tr	401-0533-533.4000	26.50
		State of Florida Department o	Local Phone Service thru April	401-0533-533.4100	51.36
		Staples Advantage	Office Supplies	401-0533-533.5102	3.75
		Staples Advantage	Office Supplies	401-0533-533.5102	1.87
		Staples Advantage	Office Supplies	401-0533-533.5102	4.65
		Staples Advantage	Office Supplies	401-0533-533.5102	7.35
		Charter Communications Hol	Hosted Voice 6/02-7/01	401-0533-533.4100	37.40
		DG Hardware, Inc.	Cable Ties	401-0533-533.5205	8.53
		City of Bunnell - WS O&M	100 Utility St	401-0533-533.4300	279.24
		City of Bunnell - WS O&M	305 Tolman St	401-0533-533.4300	111.62
		City of Bunnell - WS O&M	305 Tolman St	401-0533-533.4300	169.52
		Jason Palmer	W B LICENSE REIMBURSEMEN	401-0533-533.5500	200.00
Department 533 - Water Utility Services Total:					8,023.86
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
		Bankcard Center	TRAVEL - Management & Lea	401-0535-535.4000	63.56
		Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	3.00
		Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	1.26

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Bankcard Center	OFFICE SUPPLIES	401-0535-535.5100	2.90
Bankcard Center	TRAVEL - Management & Lea	401-0535-535.5500	4.00
Bankcard Center	FDEP OCP Renewal Licenses	401-0535-535.5500	75.00
Bankcard Center	WASH DOWN STATION PURC	401-0535-535.5200	-20.16
Bankcard Center	WASH DOWN STATION PURC	401-0535-535.5200	7.65
Bankcard Center	WASH DOWN STATION PURC	401-0535-535.5200	9.38
Bankcard Center	WASH DOWN STATION PURC	401-0535-535.5200	46.80
ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF B	401-0535-535.3400	950.00
USA Blue Book	WWTP OPERATING SUPPLIES	401-0535-535.5200	28.19
USA Blue Book	WWTP OPERATING SUPPLIES	401-0535-535.5200	36.40
USA Blue Book	WWTP OPERATING SUPPLIES	401-0535-535.5200	59.95
USA Blue Book	WWTP OPERATING SUPPLIES	401-0535-535.5200	33.95
USA Blue Book	WWTP OPERATING SUPPLIES	401-0535-535.5200	33.95
USA Blue Book	WWTP OPERATING SUPPLIES	401-0535-535.5200	143.90
USA Blue Book	WWTP OPERATING SUPPLIES	401-0535-535.5200	28.19
Environmental Control Syste	SEPTIC PUMP OUT	401-0535-535.3400	250.00
Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	76.00
UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26
Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0535-535.5200	63.60
Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	367.36
DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	4.96
DEX Imaging	Copier Overage WS N2P1Z03	401-0535-535.4700	62.61
Bankcard Center	FL RURAL WATER ASSOC ANN	401-0535-535.5400	280.00
Verizon Wireless	Cell Phones 4/14-5/13	401-0535-535.4100	99.63
Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0535-535.3400	56.49
DG Hardware, Inc.	Cleaner	401-0535-535.4620	8.99
Flagler County Clerk of Courts	LIEN RECORDING	401-0535-535.3300	15.00
State of Florida Department o	Phone Charges Instate & Out	401-0535-535.4100	0.02
Sunstate Meter & Supply Inc	Neptune R900i RF Water Met	401-0535-535.5264	38.20
Sunstate Meter & Supply Inc	Neptune R900i RF Water Met	401-0535-535.5264	4,725.00
SunCoast Electrical Contracto	ELECTRICAL WORK FOR PEP T	401-0535-535.3400	190.00
DEX Imaging	115283 V665801326 UT	401-0535-535.4700	23.80
DEX Imaging	115283 V665801326 UT	401-0535-535.4700	25.05
Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	77.57
Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	87.17
UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26
Mike Baldwin	Management & Leadership Tr	401-0535-535.4000	26.50
Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	384.00
State of Florida Department o	Local Phone Service thru April	401-0535-535.4100	43.08
Staples Advantage	Office Supplies	401-0535-535.5100	3.74
Staples Advantage	Office Supplies	401-0535-535.5100	4.66
Staples Advantage	Office Supplies	401-0535-535.5100	7.34
Staples Advantage	Office Supplies	401-0535-535.5100	1.87
Charter Communications Hol	Internet Service - WWTP	401-0535-535.4100	104.28
Charter Communications Hol	Hosted Voice 6/02-7/01	401-0535-535.4100	37.40
City of Bunnell - WS O&M	03-0161-00 N Bay St - LS	401-0535-535.4300	64.51
City of Bunnell - WS O&M	Grand Reserve Dr LS	401-0535-535.4300	64.51
City of Bunnell - WS O&M	305 Tolman St	401-0535-535.4300	111.61
City of Bunnell - WS O&M	305 Tolman St	401-0535-535.4300	169.52
City of Bunnell - WS O&M	Lincoln St LS	401-0535-535.4300	65.66
City of Bunnell - WS O&M	1001 D S State St - LIFT	401-0535-535.4300	42.57

Department 535 - Sewer / Wastewater Services Total: 8,884.84

Department: 536 - Engineering - Utilities

State of Florida Department o	Local Phone Service thru April	401-0536-536.4100	17.22
Charter Communications Hol	Hosted Voice 6/02-7/01	401-0536-536.4100	0.09

Department 536 - Engineering - Utilities Total: 17.31

Fund 401 - ENTERPRISE FUND Total: 16,926.01

Warrant

Payable Dates: - 06/12/2017 Post Dates: - 06/12/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		Interstate Billing Service Inc	CREDIT	402-0534-534.4620	-30.95
		Rush Truck Centers of Florida	CREDIT - TAX REF Fan Blad an	402-0534-534.4620	-30.94
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,684.50
		Nextran	Tank - SW#929	402-0534-534.4620	289.41
		East Coast Service Center Inc	DIAGNOSTICS ON REGEN SYST	402-0534-534.4620	170.00
		O'reilly Automotive Inc	Butt Splice, Realy & Stripper-	402-0534-534.4620	90.93
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	713.16
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		DG Hardware, Inc.	Shovel	402-0534-534.5200	16.19
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,321.03
		Verizon Wireless	Cell Phones 4/14-5/13	402-0534-534.4100	104.38
		Boulevard Tire Center	Spare Tires - SW	402-0534-534.4620	1,195.38
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	685.55
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		Charter Communications Hol	Hosted Voice 6/02-7/01	402-0534-534.4100	56.65
		Department 534 - Garbage / Solid Waste Control Services Total:			12,302.23
		Fund 402 - SOLID WASTE Total:			12,302.23

Warrant

Payable Dates: - 06/12/2017 Post Dates: - 06/12/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 502 - Municipal Complex Building Fund					
Department: 519 - Municipal Complex					
		Ormond Fire & Safety	ANNUAL FIRE INSPECTIONS	502-0519-519.3401	35.00
		Ormond Fire & Safety	ANNUAL FIRE INSPECTIONS	502-0519-519.3401	55.00
		Sun Country Termite & Pest C	PEST CONTROL MUNICIPAL C	502-0519-519.3401	150.00
		DG Hardware, Inc.	Misc Parts to repair door	502-0519-519.4610	31.48
		DG Hardware, Inc.	Ballast & Bulbs	502-0519-519.4610	46.77
		City of Bunnell - WS O&M	201 W Moody Blvd - Municip	502-0519-519.4300	529.75
		Department 519 - Municipal Complex Total:			848.00
		Fund 502 - Municipal Complex Building Fund Total:			848.00
		Grand Total:			99,895.03

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	69,818.79
401 - ENTERPRISE FUND	16,926.01
402 - SOLID WASTE	12,302.23
502 - Municipal Complex Building Fund	848.00
Grand Total:	99,895.03

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3300	Recording Fees	44.00
001-0511-511.4100	Communications Expens	131.59
001-0511-511.4800	Advertising / Promo Exp	82.85
001-0511-511.4900	Other Current Chgs & O	260.91
001-0511-511.5200	Operating Supplies	129.23
001-0512-512.4100	Communications Expens	122.95
001-0513-513.3401	Fire Inspection Exp.	972.00
001-0513-513.4100	Communications Expens	421.35
001-0513-513.4400	Rental / Lease Expense	150.00
001-0513-513.4700	Printing / Binding Expen	206.84
001-0513-513.5200	Operating Expenses	52.60
001-0513-513.5220	Uniforms Exp	1.26
001-0516-516.4700	Printing/Binding Expens	51.12
001-0516-516.5100	Office Supplies	50.79
001-0517-517.3400	Other Contract Services	91.00
001-0517-517.4100	Communications Expens	77.70
001-0517-517.5200	Operating Supplies	-394.00
001-0517-517.5264	Small Equipment	52.65
001-0517-517.6400	Capital Machinery/Equip	16,604.51
001-0521-521.4100	Communications Expens	766.03
001-0521-521.4200	Postage	10.00
001-0521-521.4300	Utility - Public Services	96.29
001-0521-521.4620	Repair / Maint - Vehicles	128.27
001-0521-521.5100	Office Supplies Expenses	201.67
001-0521-521.5210	Fuel	901.65
001-0521-521.5220	Uniforms Exp	205.96
001-0522-522.4100	Communications Expens	232.11
001-0522-522.4300	Utility - Public Services	239.83
001-0522-522.4600	Repair / Maint - Service	327.00
001-0522-522.4620	Repair / Maint - Vehicles	11.03
001-0522-522.5200	Operating Supplies	476.00
001-0522-522.5210	Fuel	105.70
001-0524-524.3400	Other Contract Services	1,025.00
001-0524-524.3401	Bldg / Fire Inspection Ex	75.00
001-0524-524.4100	Communications Expens	173.33
001-0524-524.4900	Other Current Chgs & O	-72.55
001-0524-524.5100	Office Supplies Expenses	6.95
001-0541-541.4100	Communications Expens	212.03
001-0541-541.4300	Utility - Public Services	588.26
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4610	Repair / Maint - Bldgs	29.94
001-0541-541.4617	Bldgs - PD	12.59
001-0541-541.4620	Repair / Maint - Vehicles	591.00
001-0541-541.4640	Equipment Repair & Mai	1,626.92
001-0541-541.5100	Office Supplies Expenses	7.21
001-0541-541.5200	Operating Supplies	1,960.42
001-0541-541.5210	Fuel	297.54
001-0541-541.5220	Uniforms Exp	90.38
001-0541-541.5300	Road Repair Local Optio	45.84

Completed by

 Approved by


Account Summary

Account Number	Account Name	Expense Amount
001-0541-541.6300	Improvements - Other T	2,666.34
001-0572-572.3400	Other Contract Services	90.00
001-0572-572.4300	Utility - Public Services	945.21
001-0572-572.4610	Repair / Maint - Bldgs	172.83
001-0572-572.5200	Operating Supplies	457.43
001-0572-572.5210	Fuel	146.03
001-0572-572.5220	Uniforms Exp	39.40
001-2184000	Med/Health Employee Li	31,117.71
001-2184500	Retiree Medical	3,049.68
001-2201000	Deposits Paybl - CtyHall/	1,075.00
001-2291000	Due to M & M Develop	657.61
401-0533-533.3300	Recording Fees	45.00
401-0533-533.3401	Other Contract Services	56.48
401-0533-533.4000	Travel / Per Diem	90.05
401-0533-533.4100	Communications Expens	289.00
401-0533-533.4200	Postage	32.80
401-0533-533.4300	Utility - Public Services	560.38
401-0533-533.4620	Repair / Maint - Vehicles	28.74
401-0533-533.4640	Repair / Maint - Equipm	200.00
401-0533-533.4700	Printing / Binding Expen	116.41
401-0533-533.5102	Office Supplies - Water	24.72
401-0533-533.5205	Operating Supplies Exp -	909.69
401-0533-533.5210	Fuel	285.11
401-0533-533.5220	Uniforms Exp	63.28
401-0533-533.5264	Small Equipment Purcha	4,763.20
401-0533-533.5400	Memberships, Publicati	280.00
401-0533-533.5500	Training	279.00
401-0535-535.3300	Recording Fees	15.00
401-0535-535.3400	Other Contract Services	1,446.49
401-0535-535.4000	Travel / Per Diem	90.06
401-0535-535.4100	Communications Expens	280.11
401-0535-535.4300	Utility - Public Services	518.38
401-0535-535.4620	Repair / Maint - Vehicles	8.99
401-0535-535.4700	Printing / Binding Expen	116.42
401-0535-535.5100	Office Supplies Expenses	24.77
401-0535-535.5200	Operating Supplies	1,167.16
401-0535-535.5210	Fuel	240.74
401-0535-535.5220	Uniforms Exp	54.52
401-0535-535.5264	Small Equipment Purcha	4,763.20
401-0535-535.5400	Memberships, Publicati	280.00
401-0535-535.5500	Training	79.00
401-0535-535.6300	Improvements - Other T	-200.00
401-0536-536.4100	Communications Expens	17.31
402-0534-534.3400	Other Contract Services	9,005.53
402-0534-534.4100	Communications - Solid	161.03
402-0534-534.4620	Repair/Maint Vehicles -	1,683.83
402-0534-534.5200	Operating Supplies	16.19
402-0534-534.5210	Fuel	1,398.71
402-0534-534.5220	Uniforms - Solid Waste	36.94
502-0519-519.3401	Other Contract Services	240.00
502-0519-519.4300	Utility Public Service	529.75
502-0519-519.4610	Repair/Maint/Bldg	78.25
Grand Total:		99,895.03

Project Account Summary

Project Account Key	Expense Amount
None	99,895.03

Project Account Summary

Project Account Key	Expense Amount
None	
Grand Total:	<u>99,895.03</u>



City of Bunnell, Florida

ATTACHMENTS:

Description

2015 05 22 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

JOHN SOWELL

BUNNELL CITY COMMISSION MINUTES

Monday, May 22, 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:** Vice Mayor Rogers called the meeting to order at 7:00 PM and led the pledge to the Flag.

Roll Call: Vice Mayor John Rogers, Commissioner Elbert Tucker, Commissioner John Sowell, City Attorney Wade Vose, City Manager Dan Davis, and City Clerk Sandra Bolser.
Excused: Mayor Catherine D. Robinson Commission Bill Baxley.

Invocation for our Military Troops and National Leaders: Commissioner Tucker let the invocation.

B. Introductions, Commendations, Proclamations, and Presentations :

B.1. Presentation: Certificate of Appreciation to Epic Church for volunteering to paint the Versie Lee Mitchell Community Center: Cody Anderson was present to accept the certificate.

B.2. Presentation: Hurricane Preparedness by Steve Garten, Flagler County Emergency Management: Mr. Garten reviewed a hurricane preparedness PowerPoint presentation.

C. Consent Agenda:

C.1. Approval of Warrant.
a. 2017 05 22 Warrant

C.2. Approval of Minutes.
a. 2017 05 08 City Commission Meeting Minutes

C.3. Request approval for roof replacement and repair for the Wastewater Treatment Plant (WWTP), Edward Johnson Park (EJP) Pavilion, and Versie Lee Mitchell (VLM) Community Center.

C.4. Request approval to increase the annual vendor purchase amount for Ring Power Corporation.

C.5. Request to re-appoint Jerry Jones as a regular member of the Planning, Zoning and Appeals Board for another three-year term.

C.6. Request to appoint Shannon Strickland as the alternate member of the Planning, Zoning and Appeals Board for a three-year term.

C.7. Request to appoint Howard Kane as a regular member of the Planning, Zoning and Appeals Board for a three-year term.

C.8. Request approval to purchase two (2) lift station pumps and a control panel for the County Jail lift station.

Motion: Approve Consent Agenda.

Motion By: Commissioner Tucker

Seconded By: Commissioner Sowell

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes. Mr. Wayne Perry talked about sexual abuse and how it impacts the lives of victims.

E. Ordinances: (Legislative):

E.1. Ordinance 2017-11: Amending the Capital Improvements Element of the Comprehensive Plan - Second Reading: City Attorney Vose read the short title of the Ordinance into the record. Acting Community Development Director Kristen Bates reviewed the Ordinance.

Motion: Adopt Ordinance 2017-11: Amending the Capital Improvements Element of the Comprehensive Plan - Second Reading.

Motion By: Commissioner Sowell

Seconded By: Commissioner Tucker

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

E.2. Ordinance 2017-12: Amending Code of Ordinance Chapter 34 Firefighter's Pension Plan - Second Reading: City Attorney Vose read the short title of the Ordinance into the record.

Motion: Adopt Ordinance 2017-12: Amending Code of Ordinance Chapter 34 Firefighter's Pension Plan - Second Reading.

Motion By: Commissioner Tucker

Seconded By: Commissioner Sowell

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

F. Resolutions: (Legislative):

F.1. Resolution 2017-10: Budget Amendment: City Attorney Vose read the short title of the Resolution into the record. City Manager Davis reviewed the Resolution.

Motion: Adopt Resolution 2017-10: Budget Amendment.

Motion By: Commissioner Sowell

Seconded By: Commissioner Tucker

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

F.2. Resolution 2017-11: Approve and execute the FDOT Lighting, Maintenance & Compensation Agreement: City Attorney Vose read the short title of the Resolution into the record. City Manager advised this is a contract where FDOT pays the City.

Motion: Adopt Resolution 2017-11: Approve and execute the FDOT Lighting, Maintenance & Compensation Agreement.

Motion By: Commissioner Tucker

Seconded By: Commissioner Sowell

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously.

G. Old Business: None

H. New Business: None

I. Reports:

- City Clerk: Nothing to Report.
- City Attorney: Nothing to Report.
- City Manager

Fire Chief Ron Bolser explained the City was awarded a Florida Division of Forestry grant for a skid unit for one of the woods trucks, However, since then the department has learned the tires on the vehicle are expired and the truck can no longer be operated safely. The department has been in contact with Florida Division of Forestry and was approved to reallocate the grant monies to replace the tires on the truck.

City Manager Davis handed out information about drones because it a resident expressed concerns at the last City Commission meeting.

He also handed out information about street light pole banners based on Commissioner Baxley's expressed interest.

Mr. Davis reminded the Commission about the upcoming strategic planning retreat and that half of the day will be set aside time for Attorney Vose to provide the annual ethics training.

- Mayor and City Commissioners: Nothing to Report.

J. Call for Adjournment.

Motion: Adjourn meeting at 7:31 PM.

Motion By: Commissioner Tucker

Seconded By: Commissioner Sowell

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 5/19/2017 Amount: N/A
Department: Public Works and Parks/Rec Account #: N/A
Subject: Request approval of an Interlocal Agreement between the City of Palm Coast and City of Bunnell for traffic signal repairs and maintenance
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
2017 05 08 COMMISSION SR - MINUTES UNAVAILABLE	Minutes
INTERLOCAL AGREEMENT	Contract
FDOT LETTER	Contract

Summary/Highlights:

The Florida Department of Transportation (FDOT) requires an agreement for traffic light repair and maintenance.

Background:

On May 8, 2017 the Commission approved the cancellation of the FDOT Traffic Light Repair and Compensation Contract. The City needs the ability to have service and an interlocal with the professional service provided by Palm Coast would be in the City of Bunnell's best interest. The interlocal would also need an end date of June 30th, 2017 for the City of Bunnell and a start date of July 1st, 2017 for the City of Palm Coast.

Staff Recommendation:

Approve the Interlocal Agreement with the City of Palm Coast for traffic light maintenance and repair beginning July 1, 2017.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Annual reduction in revenue would be approximately \$6,688. Recommend approval.



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 4/18/2017 Amount: \$6,688
Department: Public Works and Parks/Rec Account #: 001-3449000
Subject: Request to cancel the Florida Department of Transportation (FDOT) traffic light repair and maintenance contract.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Contract	Contract
FDOT Revenue Report	Report

Summary/Highlights:

Due to the risk of exposure and the experience during Hurricane Matthew of having to rely on other Municipalities to help with the City's traffic light outages while our contractor was unable to respond, Public Works is recommending returning the contract to FDOT for the July 1st 2017-2018 fiscal year FDOT state budget.

Background:

The City has a maintenance and compensation contract with the FDOT. Public Works has no personnel trained to work on traffic lights as this has always been a contracted service. Although we have had good service with the current contractor, the City's exposure to very expensive and extensive repairs are the highest risk.

There is a nominal amount of monies to bank versus the risk of pole failure or damage to the traffic system. There are other Municipalities that have personnel trained to manage, repair, and maintain the traffic light systems. By utilizing these Municipalities, they would work directly for FDOT as the preferred contractor.

This would completely reduce the risk of loss related to the agreement to the City by 100%. The Public Works budget cannot support a large loss related to improperly maintained traffic lights.

Staff Recommendation:

Allow staff to formalize a transition of the FDOT traffic lights maintenance and compensation contract back to FDOT or to another Municipality.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

The Department's expense budget will need reduce by \$6,688 to offset this revenue loss. The majority of the reduction can be obtained by the City no longer needing a outside contract for this maintenance. The City paid \$5,898 for this contract in Fiscal Year 2016. Recommend approval.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

CONTRACT NO. ARZ51
FINANCIAL PROJECT NO. 413019-28802
F.E.I.D. NO. F596000285014
AMENDMENT NO. 1

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this 29th day of August, 2016, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and the CITY OF BUNNELL, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on **OCTOBER 22, 2015** entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

CITY OF BUNNELL

_____, Florida
(Maintaining Agency)
By Catherine D. Robinson
(Authorized Signature)

Print/Type Name: Catherine D. Robinson
Title: Mayor

Attorney: Wade Vose Date: 08/08/2016
Wade Vose, City Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By Alan E. Hyman
(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.
Title: Director of Transportation Operations

Legal Review: [Signature]

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

CONTRACT NO. ARZ51
 FINANCIAL PROJECT NO. 413019-28802
 F.E.I.D. NO. F596000285014

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under **Statutory Authority** to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:

- (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
 8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
 9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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REVISED TERMS AND CONDITIONS FOR THE
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11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates Dan Davis, City Manager as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

- b. Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.
 - c. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - d. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
- 32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 - 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 - 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 - 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 - 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 - 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 - 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 - 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014- 15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1
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damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 **PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ATTACHMENT 1
**REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL MAINTENANCE AND
 COMPENSATION AGREEMENT**

750-010-22
 TRAFFIC OPERATIONS
 06/16
 Exhibit A Page 1 of 1

Reimbursement for Maintenance and Operation

Exhibit A										
Compensation for Maintaining Traffic Signals and Devices for FY _____										
Effective Date: from _____ to _____										
Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector	Uninterruptible Power Supplies (UPS)	Compensation Amount (using Unit Rates from Exhibit B)
SEE ATTACHED EXHIBIT A										
Total Lump Sum Amount*										

*Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$ 6,888.00.

Dante Davis 8-8-16
 Maintaining Agency Date
City Manager

 District Traffic Operations Engineer Date

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C

Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency _____ Date _____

District Traffic Operations Engineer _____ Date _____

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 16/17						
Effective Date: July 1, 2016 To: June 30, 2017						
Maintaining Agency: City of Bunnell						
Section	MP	SR No.	Intersection	Agency	Conf.	fy16/17
73010	10.333	5 (US 1)	SR 11/100	Bunnell	TS	\$3,131.00
73010	10.779	5 (US 1)	SR 20/100	Bunnell	TS	\$3,131.00
73020	0.342	100	Bunnell Elem (Chapel St)	Bunnell	PFB	\$626.00

* Amount paid shall be the Total Lump Sum (*minus any retainage or forfeiture*).

Total Lump Sum*:	\$6,888.00
------------------	------------

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$6,888.00

Dave Davis 8/8/16
 Maintaining Agency Date
City Manager

Robert Blum 8/29/2016
 District Traffic Operations Engineer Date

FDOT revenue/ expense vs. risk analysis 2013-YTD 2017

6/2013 - 6/2014

revenue	\$5730	
expense	<\$1567>	-
gain +	\$4163	+

6/2014- 6/2015

revenue	\$5902	
expense	<\$3861>	-
gain +	\$2041	+

6/2015 - 6/2016

revenue	\$6688	
expense	<\$3297>	-
gain +	\$3391	+

Three year reported gain equals **\$9595.** +

- The concerning and important parts of managing this contract in my opinion are several factors.
 - 1) The risk of the unknown damage or repairs.
 - 2) PW has nobody trained to do anything safely with the traffic lights in the event of an emergency.
 - 3) The City has always sub-contracted this contract out.
 - 4) A recent FDOT inspection shows the two traffic lights on US 1 require these traffic signals to have the updated signal timings implemented and the detector maintenance repaired. These will be repaired shortly.

YTD 7/2016

revenue	\$6888	
YTD expense 2Q in	<\$3725>	-
2Q remains?	0	
gain +	\$3163	+
2017 gain TBD?		

**INTERLOCAL AGREEMENT
BETWEEN CITY OF PALM COAST
AND THE CITY OF BUNNELL FOR TRAFFIC SIGNAL REPAIRS AND
MAINTENANCE**

This Agreement, made and entered into on _____, by and between the CITY OF PALM COAST (hereinafter referred to as "COPC"), whose address is 160 Lake Avenue, Palm Coast, FL 32164 and the CITY OF BUNNELL (hereinafter referred to as "BUNNELL"), whose address is 201 W Moody Blvd., FL 32110 and hereby agrees to the following:

WITNESSETH:

WHEREAS, COPC and BUNNELL have entered into this Agreement pursuant to Chapters 163 and 166, Florida Statutes; and

WHEREAS, BUNNELL has requested the services of the COPC relating to maintenance of traffic control signals on Florida Department of Transportation (FDOT) roadways within BUNNELL city limits; and

WHEREAS, COPC has a contract with the Florida Department of Transportation (FDOT) to maintain the traffic signals on all FDOT roadways within the City of Palm Coast; and

WHEREAS, BUNNELL desires that COPC assist BUNNELL in maintaining the FDOT traffic signals on state roadways within BUNNELL city limits; and

WHEREAS, COPC will amend its' existing contract with FDOT to include those FDOT traffic signals within BUNNELL city limits; and

WHEREAS, COPC will be paid by FDOT under the terms of the contract for the maintenance of the traffic signals on FDOT roadways within BUNNELL.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

SECTION 1. CITY OF PALM COAST'S DUTIES: COPC shall maintain FDOT's traffic signals in BUNNELL city limits in accordance with the terms and conditions of the FDOT Traffic Signal Maintenance and Compensation Agreement, as attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 2. CITY OF BUNNELL'S DUTIES: BUNNELL shall be responsible for all electric charges and costs associated with the BUNNELL traffic signals.

SECTION 3. TERM OF AGREEMENT. This Agreement will terminate when COPC no longer has an agreement with FDOT to maintain FDOT traffic signals within BUNNELL city limits.

SECTION 4. INDEMNIFICATION

(a) Each party to this Agreement assumes any and all risks of personal injury and property damage to the extent attributable to the intentional and negligent acts or omissions of their respective officers and employees in furtherance of their respective performance under this Agreement. The parties agree, however, that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; or (2) a waiver of each party's right to sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes. The limits of liability on each party as set forth in section 768.08, Florida Statutes are hereby fully incorporated herein by this reference. This Paragraph shall survive termination of this Agreement and shall remain in effect until such time as the statute of limitations has expired to bring a claim under this Agreement.

(b) Each party ("Indemnifying Party") shall indemnify and hold harmless the other party, and their respective officers, employees, and city attorneys (individually and in their official capacity), from liability, losses, damages, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Indemnifying Party, and persons employed or utilized by the Indemnifying Party in the performance of this Agreement.

SECTION 5. NOTICES.

(a) Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when either (1) hand delivered to the official hereinafter designated, or (2) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the party shall specify by written notice to the other party delivered in accordance herewith.

(b) Notices shall be given as follows:

CITY OF PALM COAST:

City Manager
City of Palm Coast
160 Lake Avenue
Palm Coast, Florida 32164

Traffic Engineer/Public Works Supervisor
386-986-4758/386-986-2777

BUNNELL:

City Manager
City of Bunnell
P.O. Box 756
Bunnell, FL 32110

SECTION 6. GOVERNING LAW. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

SECTION 7. NO GENERAL COPC OBLIGATION. In no event shall any obligation of the COPC under this Agreement be or constitute a general obligation or indebtedness of the COPC, a pledge of the *ad valorem* taxing power of the COPC or a general obligation or indebtedness of the COPC within the meaning of the *Constitution of the State of Florida* or any other applicable laws, but shall be payable solely from legally available revenues and funds. Neither COPC nor any other party shall ever have the right to compel the exercise of the *ad valorem* taxing power of the COPC.

SECTION 8. PUBLIC RECORDS.

The parties specifically acknowledge that this Agreement is subject to the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties.

SECTION 9. DEFAULT.

Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party thirty (30) days from the date of receipt to cure such defaults.

SECTION 10. ASSIGNMENT. This Agreement shall be binding on the parties hereto and their representatives and successors. Neither party shall assign this Agreement or the rights and obligation to any other party.

SECTION 11. ATTORNEYS FEES. In the event it becomes necessary to institute legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all out-of-pocket expenses and costs and all reasonable attorneys fees, paralegal fees and associated fees and costs from the date of filing until the termination of litigation whether incurred at trial, on appeal, or otherwise.

SECTION 12. CONFLICT OF INTEREST. CITY agrees that it shall not engage in any action that would create or cause a conflict of interest in the performance of its obligations pursuant to this Agreement with the BUNNELL or which would violate or cause others to violate the provisions of Part III, Chapter 112, *Florida Statutes*, relating to ethics in government or create or cause a violation of said provisions of law by an officer, employee or agent of the CITY.

SECTION 13. INTERPRETATION. COPC and BUNNELL agree that all words, terms and conditions contained herein are to be read in concert, each with the other, and that a provision contained under one (1) heading may be considered to be equally applicable under another in the interpretation of this Agreement. This Agreement is the result of a *bona fide* arms length negotiation between COPC and BUNNELL and all parties have contributed substantially and materially to the preparation of the Agreement. This Agreement shall not be construed more strictly against either party on the basis of being the drafter thereof. All provisions of this Agreement shall be read and applied in *para materia* with all other provisions hereof.

SECTION 14. FORCE MAJEURE. The obligations of the parties hereunder shall be subject to the concept of *force majeure*. Accordingly, in the event of Acts of God, riot, weather disturbances, permitting, war, terrorism, civil disobedience, geologic subsidence, electrical failure, malfunctions, and events of a similar nature, the parties shall be excused from their obligations herein until the cause or causes thereof have been remedied.

SECTION 15. EFFECTIVE DATE. This Agreement shall take effect when COPC and BUNNELL have fully executed this Agreement by their duly authorized representatives and it is recorded in the Official Records of Flagler County.

SECTION 16. DISCLAIMER OF THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement.

SECTION 17. SEVERABILITY. Each provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the remainder of this Agreement.

SECTION 18. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements between parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the parties in writing by formal amendment.

SECTION 19. MODIFICATION. This Agreement may not be amended, changed, or modified, and material provisions hereunder may not be waived, except by a written document, of equal dignity herewith, approved by the parties to this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

In Witness Whereof, the parties hereto have caused this Agreement to be executed as written above.

CITY OF PALM COAST

ATTEST:

BY: _____
Milissa Holland, Mayor

Virginia A. Smith, City Clerk

Date: _____

Approved as to form and legality for Palm Coast

William E. Reischmann, Jr., City Attorney

CITY OF BUNNELL

ATTEST:

BY: _____
Catherine Robinson, Mayor

Sandi Bolser, City Clerk

Date: _____

Approved as to form and legality for the Bunnell

Wade Vose, City Attorney

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

JOHN SOWELL

June 12, 2017

Mr. Jay Williams
FDOT District 5 Operations
719 South Woodland Blvd.
Deland, Fl. 32720

Dear Mr. Williams,

The City of Bunnell grants permission to the City of Palm Coast to accept and operate the Traffic Light Signal Maintenance and Compensation Agreement. This current agreement information is as follows:

Contract # ARZ-51
Financial Project # 413019-28802
F.E.I.D. #F596000285014
Dated August 29, 2016

The end date for the City of Bunnell will be June 30, 2017 and the start date for the City of Palm Coast, under the interlocal agreement, will be July 1, 2017.

It has been an honor to serve the Florida Department of Transportation. Thank you for your consideration regarding this letter of conveyance.

Sincerely,

Catherine D. Robinson, Mayor

The City of Bunnell is an Equal Opportunity Service Provider.

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



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 5/19/2017 Amount: N/A
Department: Public Works and Parks/Rec Account #: N/A
Subject: Request approval to surplus outdated equipment and vehicles
Agenda Section: Consent Agenda:

Summary/Highlights:

The Public Works Department wishes to surplus outdated and obsolete items.

Background:

Items that need permission from the Commission to surplus are the following:

1. The Police Department modular. There is no information on manufacturer or serial numbers.
2. Piano from Coquina City Hall. The Kohler & Campbell, New York, USA (serial # 78359) Flaming Mahogany Baby Grand Piano, circa 1905-1912, measuring approximately 60" long is currently in poor condition and being stored unassembled in a closet in the Building 3
3. Utility # 901 Ford 1995 L8000 Vac Con truck VIN# 1FDZW82E6SVAO6786 Tag#AX4492 (poor condition - tank is collapsing).
4. Utility # 914 Ford 2005 F-250 pick-up utility body VIN# 1FDNF20535EC29791 (poor condition - blown motor).
5. Engineering/PW #911 2003 Chevy S-10 pickup VIN# 1GCCS19X638127967 Truck has a blown head gasket, door hinges are rotted, and a bad front end.
6. Fire Department #63 Keiser 2.5-ton Water Tanker VIN# 52401 Tag # XB9388 is in poor condition.
7. Public Works – Retire assorted lawn hand tools, weed eaters, blowers, old pipe threader, etc.
8. Utilities - retired pumps and motors.

Staff Recommendation:

Approval to surplus items listed in this staff report.

City Attorney Review:

Finance Department Review/Recommendation:

Recommend approval.



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 5/30/2017 Amount: \$194,000
Department: Finance Account #: N/A
Subject: Recommend approval of contract for Hurricane Loss Mitigation Program (HLMP)
(formerly RCMP) grant
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
HLMP Contract	Contract

Summary/Highlights:

Request approval of the contract for Hurricane Loss Mitigation Program (HLMP), formerly Residential Construction Mitigation Program (RCMP) grant.

Background:

The City was awarded grant funding for the new cycle of the Hurricane Loss Mitigation program (HLMP), previously called Residential Construction Mitigation Program (RCMP). This program provides funds to retro fit qualified dwellings. This construction's goal is to prevent damage in the event of a disaster. This year the program has been expanded to include multifamily residents and governmental projects.

The County will no longer be administering this program for the City. Therefore the administrative allowance of 10% will come to the City to reimburse for City staff time.

Staff Recommendation:

Recommend approval of the grant contract for the HLMP grant program.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval of the grant contract for the HLMP grant program.

Agreement Number: 18HL-XX-04-28-02-XXX

Project Number: HLMP2018-006

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Bunnell, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and
- B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS AND POLICIES

- a. As required by Section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.
 - vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.
- b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Recipient performance; and,
- ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Lyle Briggs, Project Manager
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: 850-815-4515
Lyle.briggs@em.myflorida.com

c. The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Ms. Stella Gurnee
Finance Director
201 W Moody Blvd
Bunnell, Florida 32110
Telephone: 386-263-8814
Fax: 386-437-7503
Email: sgurnee@bunnellcity.us

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin **July 1, 2017** and shall end on **June 30, 2018**, unless terminated earlier in accordance with the provisions of Paragraph (16) of this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(8) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement (“Budget and Scope of Work”). The maximum reimbursement amount for the entirety of this Agreement is \$ 194,000.00.
- d. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- e. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.
- f. For the purposes of this Agreement, the term “improper payment” means or includes:
 - i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(9) RECORDS

- a. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the

right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

b. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

c. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

d. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements

and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

d. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(h), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

e. The Sub-Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

- i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

- ii. The Auditor General

Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 30 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Fla. Stat. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(14) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (13) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination.

The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Fla. Stat.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Recordkeeping

Attachment D – Reports

Attachment E – Justification of Advance Payment

Attachment F – Warranties and Representations

Attachment G – Certification Regarding Debarment

Attachment H -- Statement of Assurances

(19) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(20) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00

for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph 19(g)2. of this certification; and

iv. have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment G) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

j. Any bills for travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. The Agreement may be charged only with allowable costs resulting from obligations incurred during the term of the Agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

(21) LOBBYING PROHIBITION

a. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

b. The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection

with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(22) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(24) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment H.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

City of Bunnell

By: _____

Name and title: _____

Date: _____

FID# 59-60000285

STATE OF FLORIDA

DIVISION OF EMERGENCY MANGEMENT

By: _____

Name and Title: Bryan W. Koon, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project – Residential Construction Mitigation Program

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: **Residential Construction Mitigation Program**

Catalog of State Financial Assistance number: **31.066**

Amount of State Funding: **\$ 194,000.00**

Attachment A
Budget and Scope of Work

HISTORICAL BACKGROUND

In 1993, the Legislature created the Florida Hurricane Catastrophe Fund ("Cat Fund"). Codified in section 215.555, Florida Statutes, the Cat Fund: (1) provides a form of reinsurance for residential property insurers; and, (2) authorizes the expenditure of certain moneys to support programs that mitigate hurricane losses.

Section 215.555 requires that each insurance company pay premiums into the Cat Fund; those premiums are calculated based on actual catastrophic exposure. Initially, the Cat Fund collected from both "Participants" and "Non-Participants." The term "Participants" refers to insurers who provide residential policies and small business commercial policies covering structures and contents; the term "Non-Participants" refers to insurers who provide property and casualty coverage. The latter is broader than the former; and, the former falls under the broader category of the latter. In other words, "Non-Participant" coverage includes "Participant" coverage; but, "Non-Participant" coverage also includes other types of insurance.

The State Board of Administration oversees the Cat Fund, which qualifies as a trust fund under state law.

In 1994, the Internal Revenue Service ("IRS") issued a letter addressing the status of the Cat Fund for Federal income tax purposes. Recognizing that Participant contributions to the Cat Fund make the Fund look like a taxable, reinsurance program, the IRS nonetheless concluded that revenue earned by the Cat Fund qualifies as tax-exempt. In reaching this conclusion, the IRS focused on two, key components of the program: (1) the Non-Participant contributions; and, (2) the fact that the "State will appropriate moneys from the Fund each year and expend such moneys for specified purposes which are unrelated to its obligations under the Contracts." Thus, in finding the Cat Fund tax exempt, the IRS relied at least in part on the mandatory use of some Cat Fund moneys for the public purpose of hurricane loss mitigation.

For fiscal year 1997-1998, the Legislature appropriated the \$10 million from the Cat Fund and split that appropriation into three categories: \$4.1 million to match grants from the Federal Emergency Management Agency; \$3.1 million going to the Residential Construction Mitigation Program under the Department of Community Affairs; and, \$2.8 million for sand dune restoration.

Citing policy considerations, Governor Chiles vetoed the \$2.8 million appropriation for sand dune restoration. In his veto message, Governor Chiles stated that "funding of these projects from these funds would set the wrong precedent; these funds should be for the purpose of enhancing residential mitigation."

Despite the IRS' reliance on Florida's assertion that it would annually appropriate at least \$10 million in Cat Fund moneys for hurricane loss mitigation programs, Governor Chiles' decision to veto the sand dune appropriation reduced that year's overall mitigation appropriation down to \$7.2 million.

In 1999, the Florida Legislature passed the “Bill Williams Residential Safety and Preparedness Act” (“the Act”). With an effective date of July 1, 2000, the Act created the Hurricane Loss Mitigation Program (“HLMP”) as outlined in section 215.559, Florida Statutes.

The House of Representatives staff analysis describes the purpose of the Act as follows: “This bill creates the Hurricane Loss Mitigation Clearing Trust Fund (“HLMCTF”) to receive transfers from the Florida Hurricane Catastrophe Fund (“Cat Fund”) to provide funding for hurricane mitigation programs.” Addressing the concern that another line item veto could threaten the tax exempt status of the Cat Fund, the analysis goes on to state: “The creation of the HLMCTF assures that the \$10 million will be appropriated from the Cat Fund, thus making it less likely that a line item veto will jeopardize the tax exempt status of the Cat Fund.”

PRESENT SITUATION

Currently, the Legislature annually appropriates \$10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management (“Division”) for the Division to administer the HLMP. By statute, that \$10 million is allocated as follows:

- \$3.5 million to “to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster.”
- \$3 million “to retrofit existing facilities used as public hurricane shelters”
- \$2.8 million “to inspect and improve tie-downs for mobile homes”
- \$700,000 “to the Florida International University center dedicated to hurricane research”

Previously, the Division allocated \$3.5 million for the Residential Construction Mitigation Program (“RCMP”), which provided grant funding to governmental entities, nonprofit organizations, and qualified for-profit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division seeks to expand the \$3.5 million HLMP appropriation beyond just the RCMP. Going forward, the Division will allocate \$3.5 million for construction mitigation efforts that will “prevent or reduce losses or reduce the cost of rebuilding after a disaster” – provided that the construction:

- Involves a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

Current mitigation grant programs funded by or through the Division that involve structures include:

- Elevating residential structures; and,
- Tearing down residences and converting the real property into perpetual greenspace;

Therefore, no HLMP construction mitigation proposal shall duplicate either of the two mitigation grant programs outlined above.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM- 16-17-048 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management's (Division) Property Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

After the execution of a State-Funded Grant Agreement, the Recipient shall conduct an inspection of properties and identify a group of properties eligible for mitigation retrofit improvements. The Recipient shall submit a list of those properties to the Division within forty-five days of the signed and executed contract. The Recipient shall submit property information and the estimated mitigation costs on a 2018 Property Information Spreadsheet (PIS) pdf provided by the Division at the time of award or contract execution. Color photographs of the structures (four elevations, all openings to include doors, roof pictures at least level with the roof, condition of the soffit and fascia, interior attic pictures, and any other visual documentation for additional mitigation) are required with the submission of the PIS. Color photographs are to be sent in jpeg form to the Division for review. The Recipient may identify additional properties over the course of the fiscal year until all awarded funds are expended (see table 1).

Authorized mitigation retrofit improvements include:

- a) Replacement of roof sheathing;
- b) Replacement of roof covering;
- c) Strengthening of roof deck attachment;
- d) Installation of secondary water barrier;
- e) Installation of hurricane straps;
- f) Installation of window and door opening protection;
- g) Installation of hurricane resistant windows and doors;
- h) Brace bottom chord gable end;
- i) Anchoring of wall or floor units to the foundation; and,

- j) Other mitigation construction efforts involving structures provided that the construction does not supplant any other mitigation grant program funded by or through the Division.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A property with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary in order to achieve a combined BCA of one (1) or greater.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin the processing of open bidding for construction services. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding in order to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

Task 1 (Identification and inspection): The Recipient shall identify structures for possible mitigation improvements. Then, the Recipient shall conduct a comprehensive mitigation inspection of all identified structures. The mitigation inspection shall be performed by a state certified mitigation inspector or local building official. The inspector shall identify any previous mitigation improvements as well as any mitigation deficiencies. The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall opine whether the structure can be retrofitted to effectively improve structural survivability.

Task 2 (Submission of the PIS): The Recipient shall submit to the Division a PIS for each structure identified for possible mitigation retrofits. The Recipient will provide all the requested information for each structure, to include color photographs. The electronic PIS will be provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient shall identify whether:

- a) the structure is on grade or not;
- b) any unpermitted work has occurred at the structure; and,
- c) , if any outstanding liens or judgments are attached to the structure or its underlying property.

Task 3 (Scope of work development): The Recipient shall develop a Scope of Work (SOW) for each property approved by the Division. The SOW shall be based on all the mitigation retrofit measures identified on the PIS and approved by the Division. If required by the local building official, certified drawings will be developed for mitigation improvements and approved by a State of Florida Registered Professional Engineer or Florida Registered Architect as required. The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's procurement policy to complete the SOW for each Division approved structure.

Task 4 (Construction): Upon completion and approval of Tasks 1 through 3 by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. The minimum level of required service includes, but is not limited to the completion of all or some of the mitigation retrofit measures identified the PIS. All construction work shall be completed by a Qualified and Licensed, Florida Contractor.

Task 5 (Final inspection): Upon completion of the mitigation retrofit improvements, a post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as, any and all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Requests for reimbursement: During the course of the Fiscal Year, the Recipient is required to submit, at a minimum quarterly, Request for Reimbursements (RFR). The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and administrative expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses (Direct): The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Administrative expenses (Indirect): The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly

rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown. Ten percent of the amount completed in pursuit of direct activities may be claimed for administrative expenses. The Recipient is eligible to claim up to \$19,400 in a total indirect rate if the Recipient expended all \$194,000.

DELIVERABLES:

Deliverable 1 (Identification and inspection): The Recipient will provide to the Division a copy of the mitigation report provided by a certified mitigation inspector or building official.

Due Date: Mitigation reports identifying the recipients selected structures are due within forty-five (45) days of the final contract execution date. The Recipient may continue to identify additional properties for addition to the project until April 15, 2018 at which no additional properties will be considered for mitigation activity.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses (at a rate of 10% of the direct activities billed) and expenses associated with property identification, plan development, and inspection services.

Deliverable 2 (Submission of the PIS): Based on the work described in Tasks 1 and 2, the Recipient shall submit, in an electronic format, the completed Initial Property Information Spreadsheet (PIS). All the requested information identified by the PIS is required and shall be provided, including multiple color photographs provided in digital format. The color photographs may be sent by email, one structure per email, or via the Division's File Transfer Protocol (FTP) site. The HLMP Project Number and property owner name must be in the subject line of an email. In the FTP method, each property shall be in a separate file. The file names need to be short but identifiable. File names such as last name and address number (jones1234), or recipient's tracking number on the PIS. Approval of individual properties will be based on a combined BCA ratio.

Due Date: Initial PIS is due within forty-five (45) days of the final contract execution date. Recipient requested addition or deletion of properties is due by April 15, 2018.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative expenses (at a rate of 10% of the direct activities billed) and Construction Expenses associated with property identification, plan development, completion, and submission of the initial Division's Property Information Spreadsheet (PIS).

Deliverable 3 (Scope of work development): Based on the work described in Task 3, the Recipient shall submit, in an electronic format, a spreadsheet that contains the following information:

- a) Recipient Name and HLMP Project Number;
- b) Property Owner's Name;

- c) Selected Contractor's Name and date of Contractor selection for each mitigation measure;
- d) Detailed description of mitigation activities to be implemented on each structure that includes unit count, measurements, material and labor costs; and,
- e) Florida Product Approval Code for each mitigation product to be installed.

Due Date: Within fourteen days of Contractor selection.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses (at a rate of 10% of the direct activities billed) associated with each approved Property's SOW, bidding process, or Contractor selection and creation of detailed spreadsheet.

Deliverable 4 (Construction): Based on the work described in Task 4, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

- a) Recipient's Invoice, to include;
 - 1. The Period of Performance;
 - 2. A breakdown of material and labor cost;
 - 3. Description of Work Performed; and,
 - 4. Payment amount requested for reimbursement.
- b) Request for Reimbursement; (Attachment D)
 - 1. Signed and dated Summary Page with relevant Detail Pages;
 - 2. Sub-Contractor's Invoice:
 - a. Sub-Contractor Name;
 - b. Property owner name and address;
 - c. Date work performed;
 - d. Exact mitigation measure completed; and,
 - e. Amount requested for each mitigation measure,
 - 3. Copies of Canceled Checks or Electronic Funds Payment Verification;

4. Quarterly Report; and,
5. Affidavit of Partial Competition (if applicable).

Due Date: Deliverable 4, is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses (at a rate of 10% of the direct activities billed) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 5 (Final inspection): Based on the work described in Task 5, the Recipient shall provide a Final Close-Out Package digital media device that will include the following:

- a) Request for Final Inspection, which may be sent ahead of the storage device to expedite scheduling of final inspection, on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
 1. The project is 100% complete;
 2. Scope of Work for each structure has been completed; and,
 3. All relevant building Codes and Standards have been satisfied.
- b) A digital media device that contains electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
 1. Approved PIS;
 2. Scope of Work;
 3. Color Photographs, in digital format, documenting mitigation work (pre and post);
 4. Building Permit;
 5. Post-Inspection Reports/Certificates of Completion for each structure;
 6. Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
 7. All applicable Lien Waivers.

- c) An Electronic Spreadsheet to include;
 - 1. Homeowner's Name;
 - 2. Homeowner's Address;
 - 3. Pre and Post Inspection Dates;
 - 4. Retrofit Measures Completed; and,
 - 5. Retrofit Cost;

Due Date: A request for closeout is to be received by the Division on or before June 15, 2018.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Administrative Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The **"Final Reimbursement Request"** must be submitted by August 15, 2018.

Financial Consequences: If the recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the recipient;
- b) Disallow all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the current award for the recipient;
- d) Withhold further awards for the program; or,
- e) Take other remedies that may be legally available.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

KEY ACTIVITY	DUE DATE	COMMENT
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Deliverable 1: Identification and Inspection	No later than 30 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2018.
Deliverable 2: Submission of the PIS	No later than 45 days post contract execution.	
Deliverable 3: Scope of Work Development	No later than 14 business days after vendor selection.	
Deliverable 4: Construction	To be completed by June 1, 2018.	Completion of all mitigation retrofit work.
Deliverable 4: Final Invoice	No later than August 15, 2018.	Cannot be released until the Division receives recommendation to close out the project by the Technical Unit.
Deliverable 5: Final Inspection	No later than June 15, 2018.	

BUDGET: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

This is RCMP Project Number HLMP18-006, City of Bunnell. The Period of Performance for this project shall start July 1, 2017 and ends June 30, 2018.

	RFP-DEM-16-17-048
EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Administrative Expenses	\$19,400
Expenses	\$174,600
Totals	\$194,000

Attachment B
Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06) Compliance Requirements for Agreements	

Attachment C

Record Keeping

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension or termination is received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of

such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtm

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the “**Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)**” which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Recipient’s projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior’s Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO’s opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication “Treatment of Archeological Properties”. The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.
- (6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may

eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
- (m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;
- (t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

- (aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (ii) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.
 - (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
 - (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
 - (5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.
 - (6) Leave the demolished site clean, level and free of debris.
 - (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
 - (8) Obtain all required permits.
 - (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

**REQUEST FOR ADVANCE OR REIMBURSEMENT OF
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM FUNDS**

RECIPIENT NAME: City of Bunnell

ADDRESS: 201 W Moody Blvd

CITY, STATE, ZIP CODE: Bunnell, FL 32110

Project Number: HLMP18-006

PAYMENT No: _____

DEM Agreement No: 18HL-XX-04-28-02-XXX

Eligible Amount 100%	Obligated Federal ____%	Obligated RCMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: \$ _____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE _____ DATE: _____

_____ TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT	
APPROVED PROJECT TOTAL \$ _____	
ADMINISTRATIVE COST \$ _____	_____ GOVERNOR'S AUTHORIZED REPRESENTATIVE
APPROVED FOR PAYMENT \$ _____	_____ DATE

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: City of Bunnell

If you are requesting an advance, indicate same by checking the box below.

☐ **ADVANCE REQUESTED**

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
RESIDENTIAL CONSTRUCTION MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT: City of Bunnell

Project Number: HLMP2018-006

PROJECT LOCATION: _____

DEM ID #: 18HL-XX-04-28-02-XXX

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) \$ _____

Provide reimbursement projections for this project:

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

July-Sep, 20__ \$ _____ Oct-Dec, 20__ \$ _____ Jan-Mar, 20__ \$ _____ Apr-June, 20__ \$ _____

Percentage of Work Completed (may be confirmed by state inspectors): _____ %

Project Proceeding on Schedule: ☐ Yes ☐ No

Describe milestones achieved during this quarter:

Provide a schedule for the remainder of work to project completion:

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional Comments/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub-grant award.

Name and Phone Number of Person Completing This Form _____

Attachment G
Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Financial Management

Recipient's financial management system must include the following:

- (7) Accurate, current and complete disclosure of the financial results of this project or program
- (8) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (9) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(10) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(11) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(12) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Financial Management

Recipient's financial management system must include the following:

- (13) Accurate, current and complete disclosure of the financial results of this project or program
- (14) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (15) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (16) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.
- (17) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.
- (18) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded

from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Recipient's Name

Name and Title

DEM Contract Number

Street Address

Project Number

City, State, Zip

Date



City of Bunnell, Florida

Agenda Item No. C.6.

Document Date: 6/1/2017 Amount: \$28,000
Department: Public Works and Parks/Rec Account #: Multiple
Subject: Request to increase Boulevard Tire threshold
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
1. 2016.08.08 COMMISSION STAFF REPORT	Contract
2. 2016.08.08 APPROVED COMMISSION MINUTES	Minutes

Summary/Highlights:

City departments need to purchase vehicle/equipment tires and accessories throughout the year.

Background:

On August 8, 2016, the Commission approved a blanket purchase order not to exceed \$20,000 to purchase vehicle/equipment tires and accessories throughout the year. In order to maintain vehicles and equipment for all departments, the annual vendor purchase threshold would need to be increased from \$20,000 to \$28,000.

The recent order of specialized tires for the City's brush truck for \$9,611 contributed to the actual fiscal year costs exceeding expectations. Fifty percent of the cost of these tires are reimbursed through a State Forestry grant.

Staff Recommendation:

Approve the increase of the annual vendor purchase amount from \$20,000 to \$28,000 for Boulevard Tire.

City Attorney Review:

Finance Department Review/Recommendation:

Recommend approval of this request.



City of Bunnell, Florida
Agenda Item No. C-8.

Document Date:	7/27/2016	Amount: Not to Exceed \$20,000
Department:	Solid Waste Department	Account #: Divided between all Departments
Subject:	Blanket Purchase Order to Boulevard Tire for Fiscal Year 2017.	
Attachments: <i>Please number items as they will appear on the agenda.</i>	1. Letter regarding Florida Sheriff Association Program Bridgestone Tires and Boulevard Price List 1/1/15 through 1/1/17	
Agenda Section:	C. Consent Agenda	
Summary/Highlights: City Departments need to purchase tire repair and tires throughout the year.		
Background: Staff has received a letter stating that Boulevard Tire in Bunnell is authorized to participate in State Contract pricing. Boulevard Tire also provided an additional discount letter.		
Staff Recommendation: Approval of the blanket purchase order to Boulevard Tire for all departments within the City in the amount not to exceed \$20,000 for Fiscal year 2017 contingent upon approval of the Fiscal Year 2017 budget.		
City Attorney Review: Reviewed and approved.		
Finance Department Review/Recommendation: Recommend approval contingent upon final approval of the FY2017 final budget appropriations.		

Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Approved	7/28/2016
Sandra Bolser, CMC, City Clerk	Approved	7/28/2016
Dan Davis, City Manager	Approved	7/29/2016



Focused on Tomorrows Solutions Today

BOULEVARD RETREAD CENTER, INC.

BOULEVARD TIRE SYSTEMS

816 South Woodland Boulevard

Deland, Florida 32720

(386) 734-6447 • FAX (386) 734-5969

September 28, 2015

City of Bunnell
PO Box 756
Bunnell, FL 32110

To whom it may concern,

The City of Bunnell does qualify to purchase new Bridgestone tires, thru the Florida Sheriff Association program, thru 07/20/2017.

Sincerely;

A handwritten signature in cursive script that reads "Tina Gilmer".

Tina Gilmer
Manager Corporate Operations
tgilmer@boulevardtire.com
386-734-6447 x204



Focused on Tomorrow's Solutions Today

BOULEVARD RETREAD CENTER, INC.
BOULEVARD TIRE SYSTEMS

816 South Woodland Boulevard
Deland, Florida 32720
(386) 734-6447 • FAX (386) 734-5969

SERVICE PRICE SHEET - January 1, 2015

Service Call - Regular Hours	SCRH	\$ 75.00
Service Call - After Hours Per Hour (2 hour minimum)	SCAH	\$ 105.00
Service Call - Sunday - Holiday Per Hour (2 hour minimum)	SCOT	\$ 120.00
Mileage Rate Per Mile - In Excess of 20-miles Round Trip	SCMI	\$ 1.35
Fleet Service - Air Service - Regular Hours- Per Hour	FSRH	\$ 75.00
Fleet Service - Air Service - After Hours - Per Hour	FAAH	\$ 105.00
Tire Repair - Passenger	FLPA	\$ 20.00
Tire Repair - Light Truck	FLLT	\$ 23.00
Tire Repair - Light Truck Lock Ring	FLLL	\$ 30.00
Tire Repair - Truck Thru 1100 Cross Section	FLMT	\$ 35.00 25.00
Tire Repair - Super Single	FLSS	\$ 45.00
Tire Repair - Fork Lift	FLIT	\$ 37.50
Tire Switch - Passenger	MSTR	\$ 7.00
Tire Switch - Light Truck 16 - 16.5	MSLR	\$ 9.00
Tire Switch - Light Truck 17.5 - 19.5	MSMH	\$ 15.00
Tire Switch - Truck Thru 1100 Cross Section	MSTS	\$ 25.00
Tire Switch - Super Single	MSSS	\$ 30.00
Mount And Dismount - Passenger	MDPC	\$ 9.50
Mount And Dismount - Light Truck	MDLT	\$ 14.00
Mount And Dismount - Drop Center 17.5 & 19.5	MDTL	\$ 20.00
Mount And Dismount - Light Truck Lock Ring	MDLL	\$ 26.00
Mount And Dismount - Medium Truck	MDMT	\$ 30.00 25.00
Mount And Dismount - Super Single	MDSS	\$ 40.00
Mount And Dismount - Forklift	MDIT	\$ 32.00
Lifetime Wheel Balance - Passenger	BACP	\$ 16.00
Lifetime Wheel Balance - Light Truck	BACL	\$ 16.00
Wheel Balance - Light Truck 17.5 - 19.5	BAMH	\$ 20.00
Wheel Balance - Large Truck	BAMT	\$ 25.00
Wheel Balance - Super Single	BASS	\$ 30.00
Misc - Shop Expense Charge	MSEC	\$ 6.00
Fuel Surcharge Rate determined by current fuel prices	SCFS	

A fuel surcharge will be added to all invoices requiring a service call or delivery.

Regular Hours 7:30 a.m. - 5 p.m. Mon-Fri

After Hours 5:00 p.m. - 7:30 a.m. Mon-Fri and all day Saturday, Sunday and Holidays

DELAND	386-734-6447	BUNNELL	386-586-6088
COCOA	321-639-3077	DAYTONA	386-258-8129
FT LAUDERDALE	954-792-7799	FT MYERS	239-267-4701
FT PIERCE	772-489-8473	GAINESVILLE	352-371-6209
JACKSONVILLE	904-786-1112	LADY LAKE	352-430-2380
LAKELAND	941-682-5171	LAKE HAMILTON	863-439-3608
MIAMI	305-635-8116	MT DORA	352-357-4040
ORLANDO	407-240-1072	PUNTA GORDA	941-639-7788
RIVERIA BEACH (WPB)	561-842-4332	TAMPA	813-621-5445

24 Hour Emergency Road Service 1-866-378-8650

Bunnell • Cocoa • Deland • Daytona • Ft Lauderdale • Ft Myers • Ft Pierce • Gainesville • Jacksonville • Lady Lake • Lakeland
Lk Hamilton • Miami • Mt Dora • Orange City • Orlando • Ormond Beach • Port Orange • Punta Gorda • Riviera Beach • Tampa

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



*Our Community is all about
Neighbors*

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MINUTES

Monday, August 8, 2016 at 7:00 p.m.

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

A. Call the 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; Commissioner Elbert Tucker; Commissioner Bill Baxley; Commissioner Bonita Robinson; City Attorney Wade Vose; City Manager Dan Davis; and City Clerk Sandra Bolser. **Excused:** Vice Mayor Rogers

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

B. Introductions, Commendations, Proclamations, and Presentations:

B-1. Introduction: Police Department Records & Evidence Technician Joe Miller. Chief Foster introduced Joe Miller.

B-2. Introduction and Swearing in Ceremony: Police Department Law Enforcement Officer: Dominic Guida. Chief Foster introduced and swore in new Bunnell Police Officer Dominic Guida.

B-3. Presentation: 2016 Veteran's Day Celebration in Flagler County – Presented by Raymond A. Parker. Mr. Parker addressed the Commission regarding The Vietnam Traveling Memorial Wall®.

B-4. Presentation: Outstanding Citizen Award Presentations to Russell Rouson and Steven Dozier. Chief Foster presented Outstanding Citizen Award to Russell Rouson. Steven Dozier was not in attendance.

B-5. Presentation: FY 2014/2015 Annual Financial Report by James Moore: James Halleran from James Moore Certified Public Accountants and Consultants presented a PowerPoint for the annual audit for the year ending on September 30, 2015.

B-6. Proclamation of Sympathy: Commissioner Frank Meeker. Mayor Robinson read the Proclamation aloud.

C. Consent Agenda:

C-1. Approval of Warrant.

C-2. Approval of Minutes.

a. 2016 07 21 City Commission Special Meeting- Millage Rate

b. 2016 07 21 City Commission Special Meeting

C-3. Approval of Tuition Reimbursement Policy.

C-4. Acceptance of the Annual Financial Report for FY 2014/2015.

C-5. Blanket Purchase Order to Alpha General for Fiscal Year 2017.

C-6. Blanket Purchase Order to Advanced Environmental Laboratories for Fiscal Year 2017.

C-7. Blanket Purchase Order to Bunnell Auto for Fiscal Year 2017.

C-8. Blanket Purchase Order to Boulevard Tire for Fiscal Year 2017.

C-9. Blanket Purchase Order to Advanced Auto for Fiscal Year 2017.

- C-10. Blanket Purchase Order to Nextran for FY 2017.
- C-11. Blanket Purchase Order to O'Reilly's Automotive Parts for Fiscal Year 2017.
- C-12. Approve revised Terms and Conditions for the Traffic Signal Maintenance Agreement.
- C-13. Approval of Social Media Policy.

Item C-3 was pulled from the Consent Agenda for discussion by Commissioner Tucker.

Motion: Approve the Consent Agenda Items C-1, C-2, and C-4 through C-13.

Motion by: Commissioner Robinson

Seconded by: Commissioner Baxley

Board Discussion: None.

Public Comments: None.

Vote: Motion carried unanimously.

C-3. Approval of Tuition Reimbursement Policy.

Motion: Approve the Tuition Reimbursement Policy to reimburse the entire amount if the employee makes a "C" or above.

Motion by: Commissioner Tucker

Seconded by: Motion died for lack of Second.

Board Discussion: Commissioner Tucker expressed concern about using grades as the basis for reimbursement. He stated not all people test well or have the time to put in all the effort required to earn an "A." City Manager Davis stated staff used the sliding scale based on the approved Police Department Union policy. In addition, the scale was decided on with the hope the 100% reimbursement for an "A" would provide more incentive for staff.

Motion: Approve item C-3 with the sliding scale as recommended by staff.

Motion by: Commissioner Robinson

Seconded by: Commissioner Baxley

Vote: Motion carried unanimously.

D. Public Comments: None.

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

E. Ordinances: (Legislative):

E-1. Ordinance 2016-11: Changing the Zoning Designation of 5.98 Acres of Property from Undesignated zoning to Bunnell L-1, Light Industrial district zoning classification. – Second Reading: Attorney Vose read the short title into the record.

Motion: Adopt Ordinance 2016-11: Changing the Zoning Designation of 5.98 Acres of Property from Undesignated zoning to Bunnell L-1, Light Industrial district zoning classification.

Motion by: Commissioner Baxley

Seconded by: Commissioner Robinson

Board Discussion: None.

Public Comments: None.

Vote: Motion carried unanimously.

E-2. Ordinance 2016-12: Amending the Capital Improvements Element of the Comprehensive Plan. - Second Reading: Attorney Vose read the short title into the record.



City of Bunnell, Florida

Agenda Item No. C.7.

Document Date: 6/1/2017 Amount: \$23,000
Department: Public Works and Parks/Rec Account #: Multiple
Subject: Request to increase Bunnell Auto threshold
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
1. NPJA Contract	Contract
2. 2016.08.08 APPROVED MINUTES	Contract

Summary/Highlights:

City departments need to purchase vehicle/equipment parts throughout the year.

Background:

On August 8, 2016 the Commission approved a blanket purchase order not to exceed \$19,000 to purchase vehicle/equipment parts throughout the year. In order to maintain vehicles and equipment for all departments, the annual vendor purchase threshold would need to be increased from \$19,000 to \$23,000.

Staff Recommendation:

Approve the increase of the annual vendor purchase amount from \$19,000 to \$23,000 for Bunnell Auto.

City Attorney Review:

Finance Department Review/Recommendation:

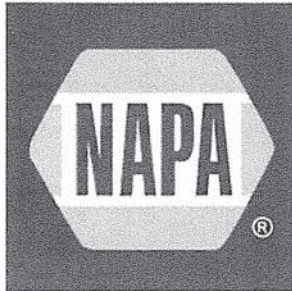
Recommend approval.



City of Bunnell, Florida
Agenda Item No. C-7.

Document Date:	7/27/2016	Amount: Not to exceed \$19,000
Department:	Solid Waste Department	Account #: Divided between all departments
Subject:	Blanket Purchase Order to Bunnell Auto for Fiscal Year 2017.	
Attachments: <i>Please number items as they will appear on the agenda.</i>	1. NPJA Contract	
Agenda Section:	C. Consent Agenda	
Summary/Highlights: City Departments need to purchase vehicle/equipment parts throughout the year.		
Background: Staff is requesting to participate in Bunnell Auto's NJPA joint purchasing contract 050208-CSI as shown on attached agreement. Flagler County BOCC uses NJPA to purchase from NAPA. Requesting local vendor preference for Bunnell Auto as provided in purchasing policy.		
Staff Recommendation: Staff requests to approve the blanket purchase order from Bunnell Auto for all departments within the City. In the amount of not to exceed \$19,000 for Fiscal year 2017, contingent upon final approval of the FY2017 budget. Also to participate in the NJPA joint purchasing agreement.		
City Attorney Review: Reviewed and approved.		
Finance Department Review/Recommendation: Recommend approval contingent upon approval of the Fiscal year 2017 budget appropriation.		

Approver Name:	Approval Status:	Date:
Stella Gurnee, Finance Director	Approved	7/28/2016
Sandra Bolser, CMC, City Clerk	Approved	7/29/2016
Dan Davis, City Manager	Approved	7/29/2016



NAPA AUTO PARTS

NJPA AWARDED
CONTRACT

Contract#: 031212-GPC

Category: Fleet Services, Parts & Equipment

Description: Vehicle Auto Truck Parts

Maturity Date: 04/12/2017

NJPA Contract #031212-GPC brings more than 400,000 NAPA Parts and Accessories to contract purchasing. NAPA is the leader in automotive & truck replacement parts, auto-body & paint products, tools & equipment, specialty parts, accessories, and service items. Two-hour delivery is generally available throughout the U.S. from 6,000 stores in all 50 states. Non-locally stocked products generally ship next day from 64 distribution centers.

NAPA Know How, brings expertise to your fleet department by giving technicians the parts they need, when they need them. Save time, money, and satisfy your bidding requirements, by utilizing NJPA's national, competitively bid contracts.

[Overview](#)

[Contract Documentation](#)

[Pricing](#)

[Marketing Materials](#)

[NJPA Contact Information](#)

HOW TO PURCHASE 
Our step-by-step guide



[NAPA Testimonials](#)

Vendor Contact Info

Jim Weaver

Direct Phone: 770-661-8664

jim_weaver@genpt.com

ANNUAL RENEWAL OF AGREEMENT

Made by and Between

NAPA-Genuine Parts Company (Vendor)
2999 Circle 75 Parkway
Atlanta, GA 30334

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

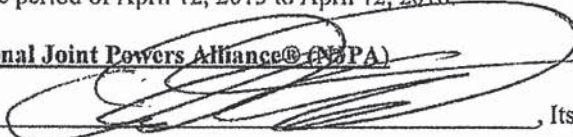
Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #031212-GPC" for the procurement of Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies and Services, and having a maturity date of April 12, 2016, and which are subject to annual renewals at the option of both parties.

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract for the period of April 12, 2015 to April 12, 2016.

National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date: 5/29/14

NAPA-Genuine Parts Company

By: Dennis P. Tolivar Its: VP, Major Accounts

Name printed or typed: Dennis P. Tolivar

Date: 5/29/2014

If you do not desire to extend contract, please sign below and return this agreement.
Discontinue: We desire to discontinue the contract.

Signature: _____ Date: _____

5th YEAR RENEWAL OF AGREEMENT

Made by and Between

NAPA-Genuine Parts Company (Vendor)
2999 Circle 75 Parkway
Atlanta, GA 30334

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

Whereas:

"Vendor" and "NJPA" have entered into an "Acceptance and Award #031212-GPC" for the procurement of Auto and Truck Parts with Related Auto and Truck Equipment, Accessories, Supplies and Services, and having a maturity date of April 12, 2016, and which are subject to annual renewals and a 5th year extension at the option of both parties.

Now therefore:

Members of NJPA would benefit from exercising the fifth year option. "Vendor" and "NJPA" hereby desire and agree to exercise the 5th year renewal option for the above defined contract for the period of April 12, 2016 to April 12, 2017.

National Joint Powers Alliance® (NJPA)

By:  Its: Executive Director/CEO

Name printed or typed: Chad Coquette

Date 5/6/14

NAPA-Genuine Parts Company

By:  Its: VP, Major Accounts

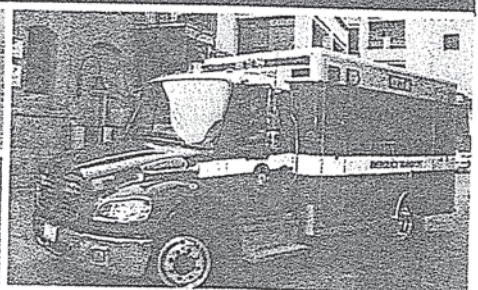
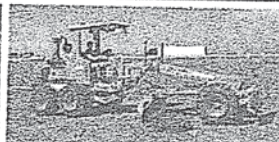
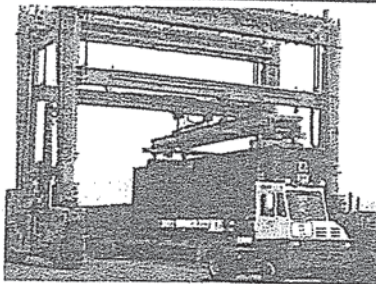
Name printed or typed: Dennis P. Tolivar

Date 5/29/2014



Fleet & Government Programs

A Pathway to Purchasing



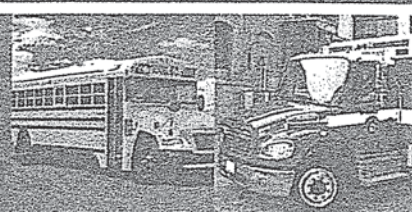
▪ NEXCOM ▪ AITA ▪ AT&T ▪ UHAUL ▪
SERVICEMASTER ▪ COCA-COLA ▪ ANHEUSER-BUSCH
ALLIED WASTE ▪ PENSKE ▪ NJPA ▪ TRUE GREEN
▪ WINNEBAGO ▪ WASTE MANAGEMENT ▪



MAJOR ACCOUNTS

Fleet and Government
accounts will purchase
\$150 million
from NAPA this year.

How much will come from your store?



NAPA Builds the Relationship...

NAPA is aggressively pursuing fleet and government programs by establishing relationships as a national vendor through contractual or preferred supplier arrangements. A number of programs exist and more are on the way.

"They didn't buy anything from us, ever" says Eugene Cambre about Allied Waste-Republic Services. "Now they are one of our biggest accounts for sure".

Two approaches were the key: Customer Service and maneuvering through red tape. "They wanted someone who would provide excellent service" and Cambre delivered, routinely slogging through ankle deep mud on the landfill to inspect equipment and ensure the parts would be right.

And persistence helped navigate through the purchasing department. "We didn't fit into the HD category on their approved vendor list. We were listed as a light-duty vendor," Eugene explains. "We resolved the issue by having them code us as a light-duty vendor, even if we get heavy-duty parts for them. Since we are on the approved list of light-duty vendors, there are no more problems."

Eugene Cambre - OSS
Euless, TX

You Build the Sales...

Increase your sales into these lucrative accounts:

- Learn about fleet and government programs that currently exist by reviewing fact sheets and bulletins.
- Ensure your sales team understand these programs and are focused on success.
- Schedule meetings with accounts located near you and discuss the value NAPA can provide.
- Contact your NAPA Wholesale Manager if questions exist.

Fleet Programs

NAPA's fleet programs provides access to a vast array of potential accounts across many industries.



Major Account
#198-Legacy
#339-Cooperative



Major Account
#40



Major Account
#306



Major Account
#107



Major Account
#335



Major Account
#47



Major Account
#188



Major Account
#58



Major Account
#255



Major Account
#30

Government Programs

Government agencies can purchase from your store without having to go through a bidding process.

GSA

www.gsa.gov

The United States General Services Administration

GSA is the procurement wing of the U.S. federal government. Through NAPA's partnership with Capitol Supply, NAPA stores can sell heavy duty and automotive parts to federal hospitals, federal prisons, The U.S. Border Patrol and military bases.

GSA's schedules are: 23V and 51V



NEXCOM

www.navsup.navy.mil

Naval Supply Systems Command

NEXCOM is the logistics and supply arm of the U.S. Navy. NAPA has an agreement with NEXCOM and is recognized as an approved service provider to vehicle maintenance facilities on navel bases across the country.

NAPA's contract number is: NNA250-09-C-0058.



NJPA

www.njpacoop.org

The National Joint Powers Alliance

NAPA is the exclusive heavy duty truck and automotive parts supplier for NJPA. Our entire offering of SKUs is available to NJPA's 30,000+ members, which includes school districts and universities, park and recreational departments, county governments and state departments of transportation.

NAPA's contract number is: 050208-CSI



DOD

www.defense.gov

Department of Defense

NAPA's relationship with the DOD involves a Basic Operating Agreement (BOA).

Many different agencies can buy off of this agreement through their government purchasing card.

NAPA's BOA number is: SPM7LX-08-G-0002.



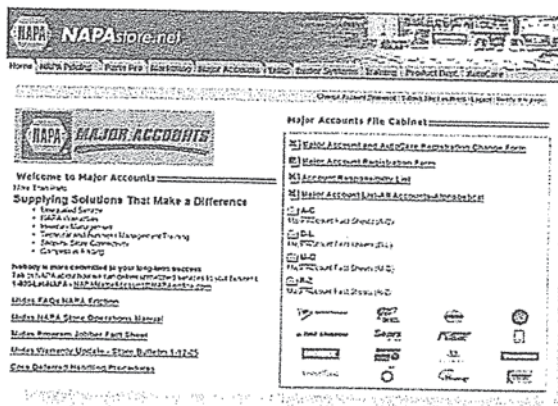
Major Account Manager for Fleet and Government

Jim Weaver

770-661-8664

jim_weaver@genpt.com

Log on to www.napastore.net to access more information about NAPA's fleet and government programs.



Fact Sheets and Bulletins

Select the Major Accounts tab to view all available Fact Sheets and Bulletins for NAPA's fleet and government programs. These reference materials provide a complete overview of each program including account background information, rebate details, contact information and more.

Account Matchup Lists

Account Matchup Lists identify the fleet and government accounts in your area. Contact your DC Wholesale Manager for more information.

Potential Roadblocks

"You are not a national vendor. I cannot do business with you."

Your Pathway Through:

Move the conversation forward by saying, "Actually, we are an approved national vendor. Here's what the relationship looks like ..."

The first hurdle is to prove that a NAPA relationship exists. We've been working hard to open the door to thousands of new customers. You have open access to calling on these accounts with the confidence that a NAPA relationship already exists.

Invest the time to understand the program details related to potential accounts in your area. Visit www.napastore.net, speak with your DC wholesale manager and review program bulletins. Share the details of the agreement with your accounts.

Remember: Your foot is already in the door. Take the next step and walk through.

"I didn't realize NAPA carried heavy-duty parts."

Your Pathway Through:

The reality is that many accounts are not fully aware of the extent that you can service HD. Traction provides every NAPA store access to HD parts. Clarify exactly what you offer when it comes to HD: an extensive inventory with 200 HD lines and 150,000 HD SKUs.

Promote the fact that you can tailor inventory to match their needs, that NAPA's parts availability is second to none, and that you can offer a competitive price.

Remember: No one will know all that you have to offer unless you tell them.

"Because the account rejected IBS, I didn't think there was a sales opportunity."

Your Pathway Through:

Think beyond IBS. There are many fleet and government accounts available and just as many ways you can work with them.

Hot shot deliveries and traditional stocking programs are viable means to grow your fleet and government business. These accounts offer huge potential and we'll work with you one-on-one to ensure you have every NAPA resource at your disposal. And, as your relationship grows with an account, IBS may become more acceptable to the customer.

Remember: To move forward, you need to take the first step.

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



*Our Community is all about
Neighbors*

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MINUTES

Monday, August 8, 2016 at 7:00 p.m.

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

A. Call the 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; Commissioner Elbert Tucker; Commissioner Bill Baxley; Commissioner Bonita Robinson; City Attorney Wade Vose; City Manager Dan Davis; and City Clerk Sandra Bolser. **Excused:** Vice Mayor Rogers

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

B. Introductions, Commendations, Proclamations, and Presentations:

B-1. Introduction: Police Department Records & Evidence Technician Joe Miller. Chief Foster introduced Joe Miller.

B-2. Introduction and Swearing in Ceremony: Police Department Law Enforcement Officer: Dominic Guida. Chief Foster introduced and swore in new Bunnell Police Officer Dominic Guida.

B-3. Presentation: 2016 Veteran's Day Celebration in Flagler County – Presented by Raymond A. Parker. Mr. Parker addressed the Commission regarding The Vietnam Traveling Memorial Wall®.

B-4. Presentation: Outstanding Citizen Award Presentations to Russell Rouson and Steven Dozier. Chief Foster presented Outstanding Citizen Award to Russell Rouson. Steven Dozier was not in attendance.

B-5. Presentation: FY 2014/2015 Annual Financial Report by James Moore: James Halleran from James Moore Certified Public Accountants and Consultants presented a PowerPoint for the annual audit for the year ending on September 30, 2015.

B-6. Proclamation of Sympathy: Commissioner Frank Meeker. Mayor Robinson read the Proclamation aloud.

C. Consent Agenda:

C-1. Approval of Warrant.

C-2. Approval of Minutes.

a. 2016 07 21 City Commission Special Meeting- Millage Rate

b. 2016 07 21 City Commission Special Meeting

C-3. Approval of Tuition Reimbursement Policy.

C-4. Acceptance of the Annual Financial Report for FY 2014/2015.

C-5. Blanket Purchase Order to Alpha General for Fiscal Year 2017.

C-6. Blanket Purchase Order to Advanced Environmental Laboratories for Fiscal Year 2017.

C-7. Blanket Purchase Order to Bunnell Auto for Fiscal Year 2017.

C-8. Blanket Purchase Order to Boulevard Tire for Fiscal Year 2017.

C-9. Blanket Purchase Order to Advanced Auto for Fiscal Year 2017.

- C-10. Blanket Purchase Order to Nextran for FY 2017.
- C-11. Blanket Purchase Order to O'Reilly's Automotive Parts for Fiscal Year 2017.
- C-12. Approve revised Terms and Conditions for the Traffic Signal Maintenance Agreement.
- C-13. Approval of Social Media Policy.

Item C-3 was pulled from the Consent Agenda for discussion by Commissioner Tucker.

Motion: Approve the Consent Agenda Items C-1, C-2, and C-4 through C-13.

Motion by: Commissioner Robinson

Seconded by: Commissioner Baxley

Board Discussion: None.

Public Comments: None.

Vote: Motion carried unanimously.

C-3. Approval of Tuition Reimbursement Policy.

Motion: Approve the Tuition Reimbursement Policy to reimburse the entire amount if the employee makes a "C" or above.

Motion by: Commissioner Tucker

Seconded by: Motion died for lack of Second.

Board Discussion: Commissioner Tucker expressed concern about using grades as the basis for reimbursement. He stated not all people test well or have the time to put in all the effort required to earn an "A." City Manager Davis stated staff used the sliding scale based on the approved Police Department Union policy. In addition, the scale was decided on with the hope the 100% reimbursement for an "A" would provide more incentive for staff.

Motion: Approve item C-3 with the sliding scale as recommended by staff.

Motion by: Commissioner Robinson

Seconded by: Commissioner Baxley

Vote: Motion carried unanimously.

D. Public Comments: None.

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

E. Ordinances: (Legislative):

E-1. Ordinance 2016-11: Changing the Zoning Designation of 5.98 Acres of Property from Undesignated zoning to Bunnell L-1, Light Industrial district zoning classification. – Second Reading: Attorney Vose read the short title into the record.

Motion: Adopt Ordinance 2016-11: Changing the Zoning Designation of 5.98 Acres of Property from Undesignated zoning to Bunnell L-1, Light Industrial district zoning classification.

Motion by: Commissioner Baxley

Seconded by: Commissioner Robinson

Board Discussion: None.

Public Comments: None.

Vote: Motion carried unanimously.

E-2. Ordinance 2016-12: Amending the Capital Improvements Element of the Comprehensive Plan. - Second Reading: Attorney Vose read the short title into the record.



City of Bunnell, Florida

Agenda Item No. C.8.

Document Date: 6/5/2017 Amount: N/A
Department: Engineering Account #: N/A
Subject: Acceptance of Flagler Central Commerce Parkway Drainage and Utility Easements
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Proposed Easement	Exhibit
Sketch of Design	Exhibit

Summary/Highlights:

This is a request to accept the proposed drainage and utility easements for Flagler Central Commerce Parkway.

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Dana Crosby-Collier, Esq.
SHUFFIELD, LOWMAN & WILSON, P.A.
1000 Legion Place, Suite 1700
Orlando, FL 32801
(407) 581-9800

For Recording Purposes Only

DRAINAGE AND UTILITY EASEMENT

THIS DRAINAGE AND UTILITY EASEMENT ("Easement") made this 31st day of May, 2017, between OARE ASSOCIATES, LLC, a Florida limited liability company, whose address is c/o Shuffield, Lowman & Wilson, P.A., 203 E. Rich Avenue, Deland, Florida 32724 (hereinafter referred to as "GRANTOR"), in favor of the CITY OF BUNNELL, FLORIDA, a municipal corporation duly created and existing under the laws of the State of Florida, whose address is 201 W. Moody Boulevard, Bunnell, Florida 32110 (hereinafter referred to as the "GRANTEE").

WITNESSETH, that the GRANTOR, in consideration of the sum of \$10.00 and other good and valuable consideration, paid to GRANTOR by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its successors, agents, assigns, lessees, and tenants, a non-exclusive, perpetual easement over the stormwater pond sites, depicted in Exhibit A, attached hereto, for the purpose of ingress, egress, access, use, drainage, stormwater retention, construction, maintenance, and repair of drainage pipes, lines or appurtenant facilities (the "Drainage Facilities") and a non-exclusive, perpetual multi-use easement for the purpose of, but not limited to providing, conveying, distributing, or carrying water and wastewater services, communication and energy facilities, together with the right, privilege, and authority to construct, locate, lay, maintain, operate, inspect, alter, improve, augment, repair, remove, replace, relocate, and rebuild pipes, mains, conduits, equipment, and all other improvements or accessories necessary or desirable in connection therewith (the "Utility Facilities"; all items hereafter being collectively referred to as the "Facilities"), on, through, over, across, or under the following specific "Easement Property," within GRANTOR'S premises, situated in Flagler County and the State of Florida, to wit:

See EXHIBIT "A", attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD said Easement unto said GRANTEE and its successors, agents, assigns, lessees, and tenants forever.

GRANTOR, its heirs, successors, agents, assigns, lessees, and tenants, covenants that no buildings, structures, or other obstructions or obstacles shall be located, constructed, excavated,

or created within the Easement Property that may interfere with the normal operation or maintenance of the granted Easement.

GRANTEE shall bear the sole responsibility for the cost of the maintenance of the Easement Property, including but not limited to regular maintenance as may be required of the Drainage Facilities. The Easement Property and Drainage Facilities shall at all times be maintained in accordance with Code. In the event the obligations of GRANTEE are not performed by GRANTEE, GRANTOR reserves the right but shall not have the obligation to maintain the Easement Property and Drainage Facilities at GRANTEE'S sole cost and expense.

GRANTOR, at its expense, shall have the right from time to time to relocate all or any portion of the Drainage Facilities, including the stormwater sites.

GRANTOR and GRANTEE agree that GRANTOR may maintain the Easement Property, inclusive of Drainage Facilities, at a higher standard than that which is performed by GRANTEE at GRANTOR'S sole cost and expense. With regard to the Utility Facilities, the parties agree that GRANTEE'S obligation to restore landscaping shall be limited to an obligation to restore to GRANTEE'S landscaping standards for City right-of-way and shall not include an obligation to restore exotic or enhanced landscaping standards, which obligation shall remain with GRANTOR or its assigns.

To the extent permitted by law, GRANTEE agrees to indemnify and hold harmless GRANTOR from and against any and all claims, actions, causes of action, loss, damage, injury, liability, costs, or expenses (including attorney's fees) attributable to its negligent acts or omissions or those of its officials and employees acting within the scope of their employment or arising out of or resulting from the indemnifying party's negligent performance under this Easement. Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes. The foregoing shall not constitute an agreement by either party to assume any liability for the acts, omissions, or negligence of the other party.

GRANTOR hereby warrants to GRANTEE that GRANTOR has fee title to the Easement Property subject to easements, reservations, restrictions, and rights-of-way of record, if any, and that GRANTOR has full power and authority to grant this Easement as to the Easement Property.

This Easement shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles or conflicts of laws thereof. The exclusive jurisdiction and venue for any action or dispute arising hereunder shall lie in the appropriate court having jurisdiction in Flagler County, Florida. GRANTOR and GRANTEE hereby irrevocably consent to such exclusive jurisdiction and venue.

If any term or provision of this Easement or the application thereof to any person or circumstance shall, to any extent, be invalid and unenforceable, the remainder of the Easement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term or provision of this Easement shall be enforced to the fullest extent permitted by law.

[SIGNATURES TO FOLLOW]

EXHIBIT "A"
Easement Property

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

OARE ASSOCIATES, LLC,
A Florida Limited Liability Company

Brittany English
WITNESS

Print Name Brittany English

Christina M. Dore
WITNESS

Print Name CHRISTINA M. DORE

[Signature]
By: ROBERT LENN OARE, III
Its: Manager

STATE OF FLORIDA
COUNTY OF Alachua

The foregoing instrument was acknowledged before me this 31ST day of May, 2017, by
Robert Lenn Oare III as Manager of Oare Assoc. LLC.

Personally Known ☒ OR Produced Identification _____

WITNESS my hand and official seal in the County and State aforesaid this 31ST day of
May, 2017.



Christina M. Dore
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG034337
Expires 10/15/2020

Christina M. Dore
Notary Public
CHRISTINA M. DORE
Print Name

My Commission Expires: Oct. 15, 2020

Type of Identification Produced: _____

IN WITNESS WHEREOF, the Grantee has caused this instrument to be executed in its name the day and year first above written.

GRANTEE:

CITY OF BUNNELL,
a Florida municipal corporation

By: _____

LEGEND

GENERAL NOTES

- THIS SKETCH AND LEGAL DESCRIPTION PREPARED UNDER THE SUPERVISION OF

DATE:

SKETCH OF DESCRIPTION
FOR CITY OF BUNNELL

 **McKIM & CREED**
LB No 7917
505 EAST NEW YORK AVENUE, SUITE 3
Phone: (386) 873-4517, Fax: (386) 873-4518
Delano, Florida, 32724
Internet Site: <http://www.mckimcreed.com>

PROPOSED COMMERCE PARKWAY
FLAGLER COUNTY, FLORIDA

ATE: 03/17/2017
 CE PROJ. # 06C80-0003
 KAVIN: CUM
 HICKED: KVM
 SHEET 1 OF 8

DETAIL "A"
NOT TO SCALE

$\Delta = 25^{\circ} 29' 24''$ $L = 11.12'$
 $R = 25.00'$ $CHD = 11.03'$
 $CB = 578^{\circ} 20' 47'' E$
 $TB = 565^{\circ} 36' 05'' E$

$\Delta = 66^{\circ} 23' 19''$
 $L = 28.98'$ $R = 25.00'$
 $CHD = 27.39'$
 $CB = 532^{\circ} 23' 26'' E$

$302.95'$
 $280.03'$
 $64.62'$
 $N68^{\circ} 54' 31'' E$

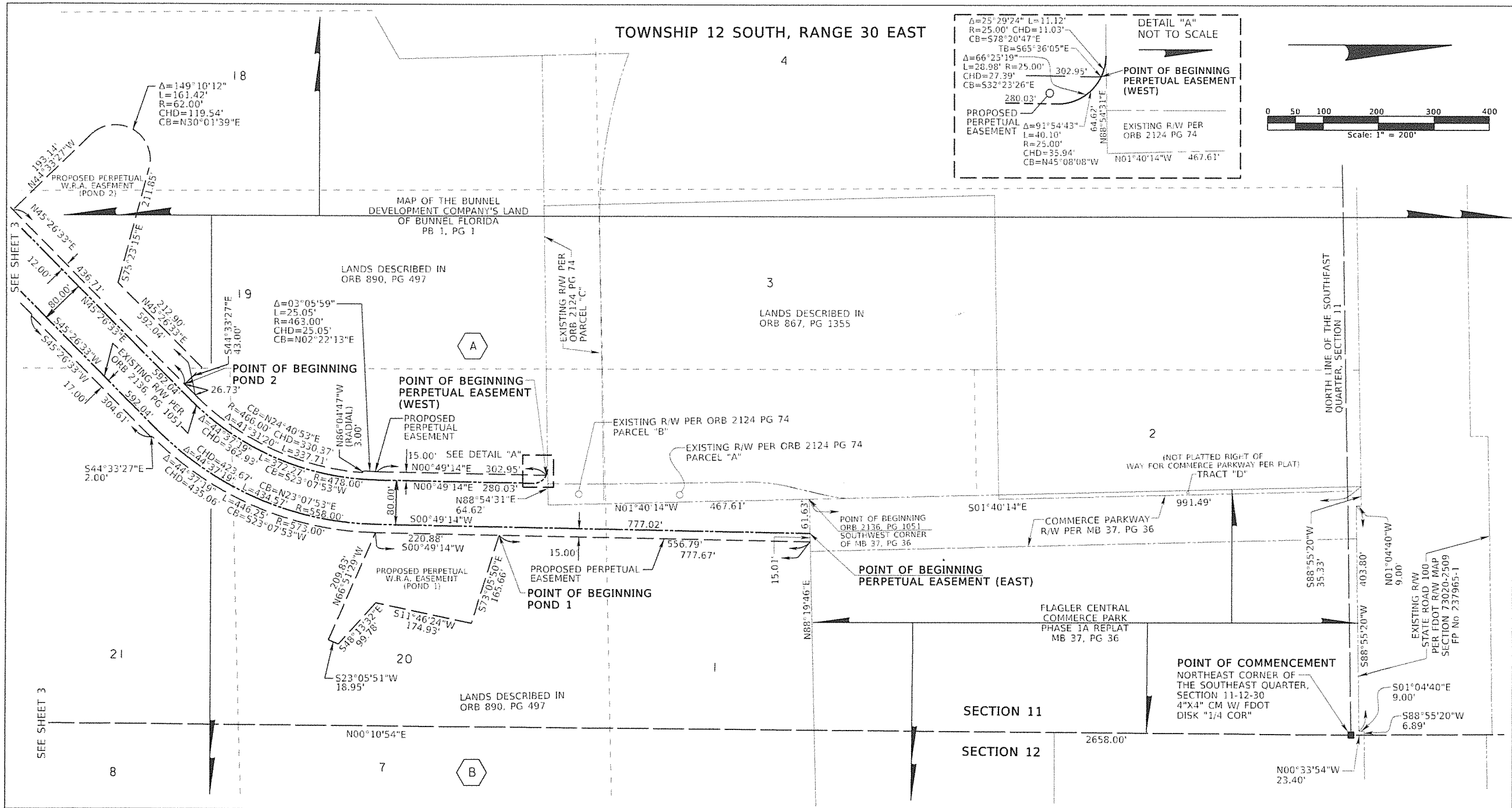
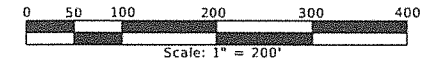
PROPOSED
PERPETUAL
EASEMENT

$\Delta = 91^{\circ} 54' 43''$
 $L = 40.10'$
 $R = 25.00'$
 $CHD = 35.94'$
 $CB = N45^{\circ} 08' 08'' W$

POINT OF BEGINNING
PERPETUAL EASEMENT
(WEST)

EXISTING R/W PER
ORB 2124 PG 74

$N01^{\circ} 40' 14'' W$ $467.61'$



SKETCH OF DESCRIPTION
FOR CITY OF BUNNELL



PROPOSED COMMERCE PARKWAY
FLAGLER COUNTY, FLORIDA

DATE: 01-19-2017
MCE PROJ. W G86C-CGVZ
DRAWN BY: EJM
CHECKED BY: KVM

SHEET 2 OF 8

N'LY LINE OF PARCEL 3
OF THE LANDS DESCRIBED
IN ORB 1130, PG 1997

S'LY LINE OF LANDS DESCRIBED
IN ORB 890, PG 497

0 50 100 200 300 400

Scale: 1" = 200'

$\Delta = 149^{\circ} 10' 12''$
 $L = 161.42'$
 $R = 62.00'$
 $CHD = 119.54'$
 $CB = N30^{\circ} 01' 39'' E$

NORTHEAST CORNER
OF SECTION 14
1" IRON PIPE W/ REBAR
SET INSIDE, NO ID

[illegible]

DATE: 01-12-2017
MUE FROM: # 08650362
UNKN: CDM
SHEET 3 OF 9

TOWNSHIP 12 SOUTH, RANGE 30 EAST

SEE SHEET 5

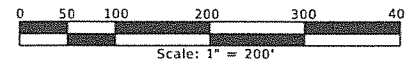
N01°36'15"W 2636.80'

WEST LINE OF THE SOUTHEAST QUARTER, SECTION 14

PARCEL 1 OF THE LANDS DESCRIBED IN ORB 1130, PG 1997

LANDS DESCRIBED IN ORB 1461, PG 480

S1LY LINE OF PARCEL 3 OF THE LANDS DESCRIBED IN ORB 1130, PG 1997



SEE SHEET 5

PROPOSED PERPETUAL EASEMENT
EXISTING R/W PER ORB 2136, PG 1051
PROPOSED PERPETUAL EASEMENT

PARCEL 1 OF THE LANDS DESCRIBED IN ORB 1130, PG 1997

OVERALL CURVE
 $\Delta=47^{\circ}22'22''$
 $L=636.97'$
 $R=770.39'$
 $CHD=618.98'$
 $CB=S07^{\circ}20'59''W$

PROPOSED PERPETUAL W.R.A. EASEMENT (POND 4)
 $\Delta=75^{\circ}06'59''$
 $L=337.71'$
 $R=770.39'$
 $CHD=335.01'$
 $CB=N03^{\circ}46'43''W$

POINT OF BEGINNING POND 4

OVERALL CURVE
 $\Delta=75^{\circ}05'47''$
 $L=994.18'$
 $R=758.53'$
 $CHD=564.08'$
 $CB=N05^{\circ}08'05''E$
 $L=577.50'$
 $R=770.53'$
 $CHD=939.16'$
 $CB=N21^{\circ}12'41''E$

SEE DETAIL "A"

POINT OF BEGINNING POND 3 - PART 1

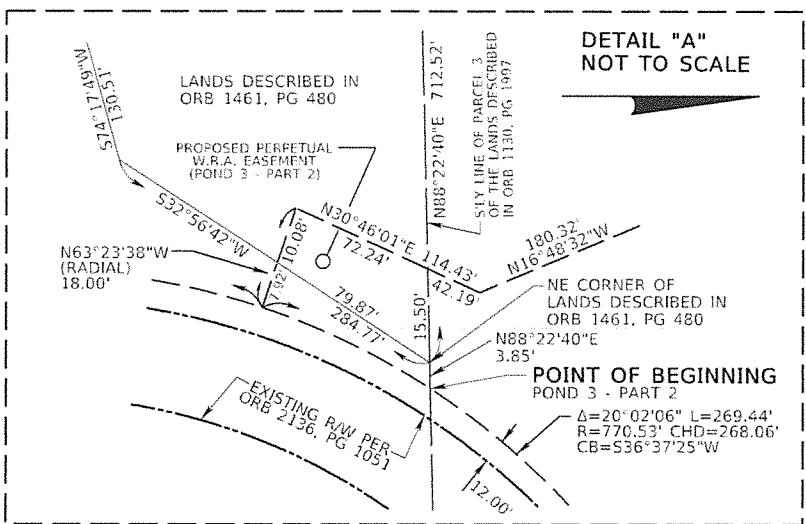
PROPOSED PERPETUAL W.R.A. EASEMENT (POND 3 - PART 1)
 $\Delta=20^{\circ}02'06''$
 $L=269.44'$
 $R=770.53'$
 $CHD=268.06'$
 $CB=S36^{\circ}37'25''W$
 $\Delta=171^{\circ}20'53''$
 $L=251.21'$
 $R=84.00'$
 $CHD=167.52'$
 $CB=N86^{\circ}11'20''E$

OVERALL CURVE
 $\Delta=49^{\circ}14'26''$
 $L=567.66'$
 $R=660.53'$
 $CHD=550.35'$
 $CB=S08^{\circ}17'01''W$

$\Delta=25^{\circ}51'21''$
 $L=299.43'$
 $R=663.53'$
 $CHD=296.90'$
 $CB=S45^{\circ}49'54''W$

$\Delta=12^{\circ}07'07''$
 $L=162.97'$
 $R=770.53'$
 $CHD=162.67'$
 $CB=N52^{\circ}42'01''E$

PARCEL 3 OF THE LANDS DESCRIBED IN ORB 1130, PG 1997



EAST QUARTER CORNER SECTION 14 HEWED WOOD POST

SECTION 14

SECTION 13

SEE SHEET 5

S00°12'45"E

2641.01'

S00°36'46"E

2620.84'

SEE SHEET 3

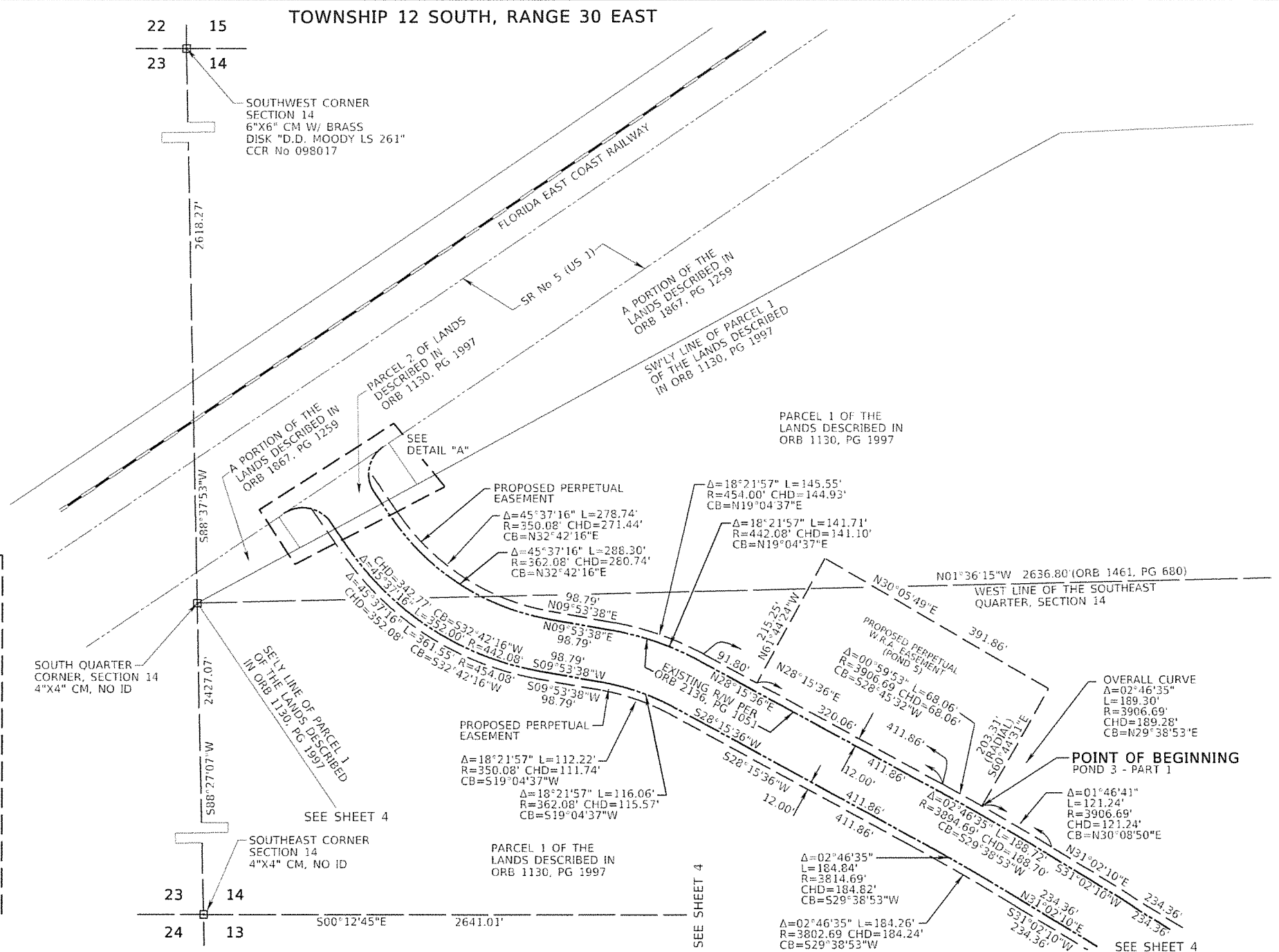
SKETCH OF DESCRIPTION FOR CITY OF BUNNELL

REV	DESCRIPTION	DATE

MCKIM & CREED
LH No 7917
265 EAST NEW YORK AVENUE, SUITE 3
PHOENIX, ARIZONA 85012, FAX: (602) 873-4518
DETROIT, MICHIGAN 48224
Internet Site: <http://www.mckimcreed.com>

PROPOSED COMMERCE PARKWAY
FLAGLER COUNTY, FLORIDA

DATE: 01/12/2017
DRAWN BY: JAMES G. GORDON
CHECKED BY: JAMES G. GORDON
SHEET 4 OF 8



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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**PROPOSED PERPETUAL EASEMENT
EASTERLY SIDE OF COMMERCE PARKWAY**

THAT PART OF SECTION 11 AND SECTION 14, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 890, PAGE 497 AND OFFICIAL RECORDS BOOK 1130, PAGE 1997, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE NORTH 88° 19' 46" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID REPLAT, A DISTANCE OF 61.63 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY AND **THE POINT OF BEGINNING**; THENCE CONTINUE NORTH 88°19'46" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID REPLAT, A DISTANCE OF 15.01 FEET; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF SAID REPLAT, THE FOLLOWING TWENTY-FOUR (24) COURSES, EITHER PARALLEL (P), PERPENDICULAR (PR), CONCENTRIC (C) OR RADIAL (R) TO SAID EXISTING EASTERLY RIGHT OF WAY LINE: (1) SOUTH 00° 49' 14" WEST (P) A DISTANCE OF 777.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 573.00 FEET; (2) THENCE SOUTHERLY 446.25 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 44° 37' 19" TO THE END OF SAID CURVE; (3) THENCE SOUTH 44° 33' 27" EAST (PR) A DISTANCE OF 2.00 FEET; (4) THENCE SOUTH 45° 26' 33" WEST (P) A DISTANCE OF 304.61 FEET; (5) THENCE NORTH 44° 33' 27" WEST (PR) A DISTANCE OF 2.00 FEET; (6) THENCE SOUTH 45° 26' 33" WEST (P) A DISTANCE OF 287.43 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1075.00 FEET; (7) THENCE SOUTHERLY 1354.73 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 72° 12' 18" TO THE END OF SAID CURVE; (8) THENCE SOUTH 26° 45' 46" EAST (P) A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; (9) THENCE SOUTHERLY 783.64 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 85° 31' 20" TO THE END OF SAID CURVE; (10) THENCE NORTH 31° 14' 25" WEST (PR) A DISTANCE OF 1.00 FEET; (11) THENCE SOUTH 58° 45' 35" WEST (P) A DISTANCE OF 397.45 FEET; (12) THENCE SOUTH 31° 14' 25" EAST (PR), A DISTANCE OF 1.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 663.53 FEET; (13) THENCE SOUTHERLY 299.43 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 25° 51' 21"; (14) THENCE SOUTH 57° 05' 47" EAST (R), A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 660.63 FEET; (15) THENCE SOUTHERLY 567.66 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 49° 14' 26"; (16) THENCE SOUTH 73° 39' 48" WEST (R) A DISTANCE OF 6.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 770.39 FEET; (17) THENCE SOUTHERLY 636.97 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 47° 22' 22" TO THE END OF SAID CURVE; (18) THENCE SOUTH 31° 02' 10" WEST (P) A DISTANCE OF 234.36 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3802.69 FEET; (19) THENCE SOUTHWESTERLY 184.26 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 02° 46' 35" TO THE END OF SAID CURVE; (20) THENCE SOUTH 28° 15' 36" WEST (P) A DISTANCE OF 411.86 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 350.08 FEET; (21) THENCE SOUTHWESTERLY 112.22 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 18° 21' 57" TO THE END OF SAID CURVE; (22) THENCE SOUTH 09° 53' 38" WEST (P) A DISTANCE OF 98.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 454.08 FEET; (23) THENCE SOUTHWESTERLY 361.55 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 45° 37' 16" TO THE END OF SAID CURVE; (24) THENCE SOUTH 55° 30' 54" WEST (P) A DISTANCE OF 79.36 FEET TO A POINT ON SAID EXISTING EASTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY AND A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; THENCE THE FOLLOWING SEVENTEEN (17) COURSES ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE: (1) FROM A TANGENT BEARING OF NORTH 14° 58' 51" EAST, RUN NORTHEASTERLY 35.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 32' 03", THE CHORD OF SAID CURVE BEARS NORTH 35° 14' 53" EAST TO THE END OF SAID CURVE; (2) THENCE NORTH 55° 30' 54" EAST A DISTANCE OF 46.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 442.08 FEET; (3) THENCE NORTHEASTERLY 352.00 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 37' 16" TO THE END OF SAID CURVE; (4) THENCE NORTH 09° 53' 38" EAST A DISTANCE OF 98.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 362.08 FEET; (5) THENCE NORTHEASTERLY 116.06 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 21' 57" TO THE END OF SAID CURVE; (6) THENCE NORTH 28° 15' 36" EAST A DISTANCE OF 411.86 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3814.69 FEET; (7) THENCE NORTHEASTERLY 184.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 46' 35" TO THE END OF SAID CURVE; (8) THENCE NORTH 31° 02' 10" EAST A DISTANCE OF 234.36 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 758.39 FEET; (9) THENCE NORTHERLY 627.04 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 22' 22" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 678.53 FEET; (10) THENCE RUN NORTHERLY 889.33 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 05' 47" TO THE END OF SAID CURVE; (11) THENCE NORTH 58° 45' 35" EAST A DISTANCE OF 397.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 510.00 FEET; (12) THENCE NORTHERLY 761.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 31' 20" TO THE END OF SAID CURVE; (13) THENCE NORTH 26° 45' 46" WEST A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1090.00 FEET; (14) THENCE NORTHERLY 1373.64 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 12' 18" TO THE END OF SAID CURVE; (15) THENCE NORTH 45° 26' 33" EAST A DISTANCE OF 592.04 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 558.00 FEET; (16) THENCE NORTHERLY 434.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 37' 19" TO THE END OF SAID CURVE; (17) THENCE NORTH 00° 49' 14" EAST A DISTANCE OF 777.02 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 2.603 ACRES, MORE OR LESS

DESCRIBED AS FOLLOWS:

CONTAINING 2.603 ACRES, MORE OR LESS

**PROPOSED PERPETUAL EASEMENT
WESTERLY SIDE OF COMMERCE PARKWAY**

THAT PART OF SECTION 11 AND SECTION 14, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 890, PAGE 497 AND OFFICIAL RECORDS BOOK 1130, PAGE 1997, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE CONTINUE SOUTH 01°40'14" EAST ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355, SAME BEING A SOUTHERLY PROJECTION OF THE WEST LINE OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36, BOTH BEING OF SAID PUBLIC RECORDS, A DISTANCE OF 467.61 FEET; THENCE SOUTH 88°54'31" WEST ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 867, PAGE 1355, A DISTANCE OF 64.62 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 11.12 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'24" TO A POINT ON SAID CURVE AND **THE POINT OF BEGINNING** ; THENCE THE FOLLOWING EIGHTEEN (18) COURSES ALONG SAID EXISTING WESTERLY RIGHT OF WAY LINE: (1) CONTINUE SOUTHEASTERLY 28.98 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 66° 25' 19" TO THE END OF SAID CURVE; (2) THENCE SOUTH 00° 49' 14" WEST A DISTANCE OF 280.03 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 478.00 FEET; (3) THENCE SOUTHERLY 372.27 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44° 37' 19" TO THE END OF SAID CURVE; (4) THENCE SOUTH 45° 26' 33" WEST A DISTANCE OF 592.04 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1170.00 FEET; (5) THENCE SOUTHERLY 1474.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72° 12' 18" TO THE END OF SAID CURVE; (6) THENCE SOUTH 26° 45' 46" EAST A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 430.00 FEET; (7) THENCE SOUTHERLY 641.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 85° 31' 20" TO THE END OF SAID CURVE; (8) THENCE SOUTH 58° 45' 35" WEST A DISTANCE OF 397.45 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 758.53 FEET; (9) THENCE SOUTHERLY 994.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 75° 05' 47" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 678.39 FEET; (10) THENCE RUN SOUTHERLY 560.90 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 47° 22' 22" TO THE END OF SAID CURVE; (11) THENCE SOUTH 31° 02' 10" WEST A DISTANCE OF 234.36 FEET TO THE BEGINNING CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3894.69 FEET; (12) THENCE SOUTHWESTERLY 188.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02° 46' 35" TO THE END OF SAID CURVE; (13) THENCE SOUTH 28° 15' 36" WEST A DISTANCE OF 411.86 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 442.08 FEET; (14) THENCE SOUTHWESTERLY 141.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18° 21' 57" TO THE END OF SAID CURVE; (15) THENCE SOUTH 09° 53' 38" WEST A DISTANCE OF 98.79 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 362.08 FEET; (16) THENCE SOUTHWESTERLY 288.30 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 37' 16" TO THE END OF SAID CURVE; (17) THENCE SOUTH 55° 30' 54" WEST A DISTANCE OF 46.86 FEET; TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 50.00 FEET; (18) THENCE WESTERLY 35.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 40° 32' 15" TO A POINT; THENCE DEPARTING SAID EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY, RUN THE FOLLOWING EIGHTEEN (18) COURSES, EITHER PARALLEL (P), CONCENTRIC (C) OR RADIAL (R) TO SAID EXISTING WESTERLY RIGHT OF WAY LINE: (1) FROM A TANGENT BEARING OF NORTH 83° 56' 51" WEST, RUN NORTH 55° 30' 54" EAST (P) A DISTANCE OF 79.36 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 350.08 FEET; (2) THENCE NORTHEASTERLY 278.74 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 45° 37' 16" TO THE END OF SAID CURVE; (3) THENCE NORTH 09° 53' 38" EAST (P) A DISTANCE OF 98.79 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 454.08 FEET; (4) THENCE NORTHEASTERLY 145.55 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 18° 21' 57" TO THE END OF SAID CURVE; (5) THENCE NORTH 28° 15' 36" EAST (P) A DISTANCE OF 411.86 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3906.69 FEET; (6) THENCE NORTHEASTERLY 189.30 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 02° 46' 35" TO THE END OF SAID CURVE; (7) THENCE NORTH 31° 02' 10" EAST (P) A DISTANCE OF 234.36 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 666.39 FEET; (8) THENCE NORTHERLY 550.98 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 47° 22' 22" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 770.53 FEET; (9) THENCE NORTHERLY 1009.91 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 75° 05' 47" TO THE END OF SAID CURVE; (10) THENCE NORTH 58° 45' 35" EAST (P) A DISTANCE OF 397.45 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 418.00 FEET; (11) THENCE NORTHERLY 623.93 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 85° 31' 20" TO THE END OF SAID CURVE; (12) THENCE NORTH 26° 45' 46" WEST (P) A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1182.00 FEET; (13) THENCE NORTHERLY 1489.58 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 72° 12' 18" TO THE END OF SAID CURVE; (14) THENCE NORTH 45° 26' 33" EAST (P) A DISTANCE OF 592.04 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 466.00 FEET; (15) THENCE NORTHERLY 337.71 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 41° 31' 20" TO THE END OF SAID CURVE; (16) THENCE NORTH 86° 04' 47" WEST (R) A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 463.00 FEET; (17) THENCE NORTHERLY 25.05 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 03° 05' 59" TO THE END OF SAID CURVE; (18) THENCE NORTH 00° 49' 14" EAST (P) A DISTANCE OF 302.95 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 2.028 ACRES, MORE OR LESS

DESCRIBED AS FOLLOWS:

CONTAINING 2.028 ACRES, MORE OR LESS

Sl. No.	Particulars	Amount	Remarks
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**PROPOSED PERPETUAL EASEMENT
POND 1
EASTERLY SIDE OF COMMERCE PARKWAY**

THAT PART OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 890, PAGE 497, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE NORTH 88° 19' 46" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID REPLAT, A DISTANCE OF 61.63 FEET TO THE EXISTING EASTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY; THENCE CONTINUE NORTH 88°19'46" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID REPLAT, A DISTANCE OF 15.01 FEET; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF SAID REPLAT, SOUTH 00° 49' 14" WEST PARALLEL TO SAID EXISTING EASTERLY RIGHT OF WAY LINE A DISTANCE OF 556.79 FEET **THE POINT OF BEGINNING**; THENCE SOUTH 73°05'50" EAST A DISTANCE OF 165.66 FEET; THENCE SOUTH 11°46'24" WEST A DISTANCE OF 174.93 FEET; THENCE SOUTH 48°13'32" EAST A DISTANCE OF 99.78 FEET; THENCE SOUTH 23°05'51" WEST A DISTANCE OF 18.95 FEET; THENCE NORTH 66°51'29" WEST A DISTANCE OF 209.83; THENCE NORTH 00°49'14" EAST PARALLEL TO SAID EXISTING EASTERLY RIGHT OF WAY LINE A DISTANCE OF 220.88 FEET TO **THE POINT OF BEGINNING.**

CONTAINING 0.794 ACRES, MORE OR LESS

**PROPOSED EASEMENT
POND 2
WESTERLY SIDE OF COMMERCE PARKWAY**

THAT PART OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 890, PAGE 497, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE CONTINUE SOUTH 01°40'14" EAST ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355, SAME BEING A SOUTHERLY PROJECTION OF THE WEST LINE OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36, BOTH BEING OF SAID PUBLIC RECORDS, A DISTANCE OF 467.61; THENCE SOUTH 88°54'31" WEST ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 867, PAGE 1355, A DISTANCE OF 64.62 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 11.12 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'24" TO A POINT ON SAID CURVE; THENCE THE FOLLOWING FIVE (6) COURSES EITHER PARALLEL (P), CONTENTRIC (C) OR RADIAL (R) TO SAID EXISTING WESTERLY RIGHT OF WAY LINE: (1) THENCE FROM A TANGENT BEARING OF SOUTH 65° 36' 05" EAST RUN SOUTH 00° 49' 14" WEST (P) A DISTANCE OF 302.95 TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 463.00 FEET; (2) THENCE SOUTHERLY 25.05 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 03° 05' 59" TO THE END OF SAID CURVE; (3) THENCE SOUTH 86° 04' 47" EAST (R) A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 466.00 FEET; (4) THENCE SOUTHERLY 337.71 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 41° 31' 20" TO THE END OF SAID CURVE; (5) THENCE SOUTH 45° 26' 33" WEST (P) A DISTANCE OF 26.73 FEET TO **THE POINT OF BEGINNING**; (6) THENCE CONTINUE SOUTH 45° 26' 33" WEST (P) A DISTANCE OF 436.71 FEET; THENCE NORTH 44° 33' 27" WEST A DISTANCE OF 193.14 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 62.00 FEET; THENCE NORTHEASTERLY 161.42 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 149° 10' 12" TO THE END OF SAID CURVE; THENCE SOUTH 75° 23' 15" EAST A DISTANCE OF 211.85 FEET; THENCE NORTH 45° 26' 33" EAST (P) A DISTANCE OF 212.90 FEET; THENCE SOUTH 44° 33' 27" EAST A DISTANCE OF 43.00 FEET TO **THE POINT OF BEGINNING**.

CONTAINING 1.189 ACRES, MORE OR LESS

**PROPOSED PERPETUAL EASEMENT
POND 3 - PART 1
WESTERLY SIDE OF COMMERCE PARKWAY**

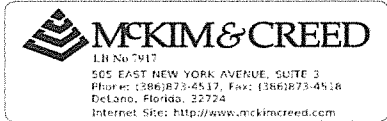
THAT PART OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1130, PAGE 1997, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE CONTINUE SOUTH 01°40'14" EAST ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355, SAME BEING A SOUTHERLY PROJECTION OF THE WEST LINE OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36, BOTH BEING OF SAID PUBLIC RECORDS, A DISTANCE OF 467.61; THENCE SOUTH 88°54'31" WEST ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 867, PAGE 1355, A DISTANCE OF 64.62 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 11.12 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'24" TO A POINT ON SAID CURVE; THENCE DEPARTING SAID EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY, RUN THE FOLLOWING TEN (10) COURSES, EITHER PARALLEL (P), CONCENTRIC (C) OR RADIAL (R) TO SAID EXISTING WESTERLY RIGHT OF WAY LINE: (1) THENCE FROM A TANGENT BEARING OF SOUTH 65° 36' 05" EAST RUN SOUTH 00° 49' 14" WEST (P) A DISTANCE OF 302.95 TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 463.00 FEET; (2) THENCE SOUTHERLY 25.05 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 03° 05' 59" TO THE END OF SAID CURVE; (3) THENCE SOUTH 86° 04' 47" EAST (R) A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 466.00 FEET; (4) THENCE SOUTHERLY 337.71 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 41° 31' 20" TO THE END OF SAID CURVE; (5) THENCE SOUTH 45° 26' 33" WEST (P) A DISTANCE OF 592.04 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1182.00 FEET; (6) THENCE SOUTHERLY 1489.58 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 72° 12' 18" TO THE END OF SAID CURVE; (7) THENCE SOUTH 26° 45' 46" EAST (P) A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 418.00 FEET; (8) THENCE SOUTHERLY 623.93 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 85° 31' 20" TO THE END OF SAID CURVE; (9) THENCE SOUTH 58° 45' 35" WEST (P) A DISTANCE OF 397.45 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 770.53 FEET; (10) THENCE SOUTHERLY 162.97 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 12° 07' 07" TO A POINT ON SAID CURVE AND **THE POINT OF BEGINNING** ; THENCE CONTINUE SOUTHERLY 269.44 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 20° 02' 06" TO A POINT ON SAID CURVE; THENCE NORTH 63° 23' 38" WEST (R) A DISTANCE OF 7.92 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1461, PAGE 480, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE NORTH 32° 56' 42 " EAST ALONG SAID EASTERLY LINE A DISTANCE OF 79.87 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 88° 22' 40" WEST ALONG THE NORTH LINE OF SAID LANDS A DISTANCE OF 15.50 FEET; THENCE NORTH 30° 46' 01" EAST A DISTANCE OF 42.19 FEET; THENCE NORTH 16° 48' 32" WEST A DISTANCE OF 180.32 FEET; THENCE NORTH 00° 30' 15" EAST A DISTANCE OF 237.19 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 84.00 FEET; THENCE EASTERLY 251.21 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 171° 20' 53" TO THE END OF SAID CURVE; THENCE SOUTH 08° 08' 11" EAST A DISTANCE OF 136.10 FEET; THENCE SOUTH 10° 54' 02" WEST A DISTANCE OF 44.66 FEET; THENCE SOUTH 22° 29' 25" WEST A DISTANCE OF 64.61 FEET; THENCE SOUTH 10° 54' 26" EAST A DISTANCE OF 75.25 FEET **THE POINT OF BEGINNING**.

CONTAINING 1.665 ACRES, MORE OR LESS

SKETCH OF DESCRIPTION FOR CITY OF BUNNELL

[illegible]

PROPOSED COMMERCE PARKWAY
FLAGLER COUNTY, FLORIDA

DATE: 01/12/2017
 NAME: MCE TROY # 05060167
 DRAWING: CUM
 SHEET: 7 OF 8

THAT PART OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1461, PAGE 480, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE CONTINUE SOUTH 01°40'14" EAST ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355, SAME BEING A SOUTHERLY PROJECTION OF THE WEST LINE OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36, BOTH BEING OF SAID PUBLIC RECORDS, A DISTANCE OF 467.61; THENCE SOUTH 88°54'31" WEST ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 867, PAGE 1355, A DISTANCE OF 64.62 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 11.12 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'24" TO A POINT ON SAID CURVE; THENCE DEPARTING SAID EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCE PARKWAY, RUN THE FOLLOWING ELEVEN (11) COURSES, EITHER PARALLEL (P), CONCENTRIC (C) OR RADIAL (R) TO SAID EXISTING WESTERLY RIGHT OF WAY LINE: (1) THENCE FROM A TANGENT BEARING OF SOUTH 65° 36' 05" EAST RUN SOUTH 00° 49' 14" WEST (P) A DISTANCE OF 302.95 TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 463.00 FEET; (2) THENCE SOUTHERLY 25.05 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 03° 05' 59" TO THE END OF SAID CURVE; (3) THENCE SOUTH 86° 04' 47" EAST (R) A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 466.00 FEET; (4) THENCE SOUTHERLY 337.71 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 41° 31' 20" TO THE END OF SAID CURVE; (5) THENCE SOUTH 45° 26' 33" WEST (P) A DISTANCE OF 592.04 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1182.00 FEET; (6) THENCE SOUTHERLY 1489.58 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 72° 12' 18" TO THE END OF SAID CURVE; (7) THENCE SOUTH 26° 45' 46" EAST (P) A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 418.00 FEET; (8) THENCE SOUTHERLY 623.93 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 85° 31' 20" TO THE END OF SAID CURVE; (9) THENCE SOUTH 58° 45' 35" WEST (P) A DISTANCE OF 397.45 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 770.53 FEET; (10) THENCE SOUTHERLY 162.97 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 12° 07' 07" TO A POINT ON SAID CURVE; (11) THENCE CONTINUE SOUTHERLY 269.44 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 20° 02' 06" TO A POINT ON SAID CURVE; THENCE NORTH 63° 23' 38" WEST (R) A DISTANCE OF 7.92 FEET TO THE EASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1461, PAGE 480, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 63° 23' 38" WEST (R) A DISTANCE OF 10.08 FEET; THENCE NORTH 30° 46' 01" EAST A DISTANCE OF 72.24 FEET TO THE NORTH LINE OF SAID LANDS; THENCE NORTH 88° 22' 40" EAST ALONG SAID NORTH LINE A DISTANCE OF 15.50 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE SOUTH 32° 56' 42" WEST ALONG SAID EASTERLY LINE A DISTANCE OF 79.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 873 SQUARE FEET, MORE OR LESS

THAT PART OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1130, PAGE 1997, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11, OWNERSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND LONG SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE NORTH 88°19'46" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID REPLAT, A DISTANCE OF 15.01 FEET; THENCE DEPARTING THE SOUTHERLY BOUNDARY OF SAID REPLAT, THE FOLLOWING FIFTEEN (15) COURSES, EITHER PARALLEL (P), PERPENDICULAR (PR), CONCENTRIC (C) OR RADIAL (R) TO SAID EXISTING EASTERLY RIGHT OF WAY LINE: (1) SOUTH 00°49'14" WEST (P) A DISTANCE OF 777.67 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 573.00 FEET; (2) THENCE SOUTHERLY 446.25 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 44°37'19" TO THE END OF SAID CURVE; (3) THENCE SOUTH 44°33'27" EAST (PR) A DISTANCE OF 2.00 FEET; (4) THENCE SOUTH 45°26'33" WEST (P) A DISTANCE OF 304.61 FEET; (5) THENCE NORTH 44°33'27" WEST (PR) A DISTANCE OF 2.00 FEET; (6) THENCE SOUTH 45°26'33" WEST (P) A DISTANCE OF 287.43 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1075.00 FEET; (7) THENCE SOUTHERLY 1354.73 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 72°12'18" TO THE END OF SAID CURVE; (8) THENCE SOUTH 26°45'46" EAST (P) A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 525.00 FEET; (9) THENCE SOUTHERLY 783.64 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 185°31'20" TO THE END OF SAID CURVE; (10) THENCE NORTH 31°14'25" WEST (PR) A DISTANCE OF 1.00 FEET; (11) THENCE SOUTH 58°45'35" WEST (PR) A DISTANCE OF 397.45 FEET; (12) THENCE SOUTH 31°14'25" EAST (PR) A DISTANCE OF 1.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 663.53 FEET; (13) THENCE SOUTHERLY 299.43 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 25°51'21"; (14) THENCE SOUTH 57°05'47" EAST (R), A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 660.63 FEET; (15) THENCE SOUTHERLY 423.41 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 36°43'39" TO THE POINT OF BEGINNING; THENCE NORTH 86°10'34" EAST (R) A DISTANCE OF 47.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 613.53 FEET; THENCE SOUTHERLY 133.99 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 12°30'46" TO THE END OF SAID CURVE; THENCE FROM A TANGENT BEARING OF SOUTH 16°20'12" EAST RUN SOUTH 14°38'24" EAST A DISTANCE OF 48.76 FEET; THENCE SOUTH 70°49'45" EAST A DISTANCE OF 176.13 FEET; THENCE SOUTH 10°57'33" WEST A DISTANCE OF 243.90 FEET; THENCE SOUTH 88°19'07" WEST A DISTANCE OF 161.17 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 770.39 FEET; THENCE NORTHERLY 337.71 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 25°06'59"; THENCE NORTH 73°39'48" EAST (R) A DISTANCE OF 6.00 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 660.53 FEET; THENCE NORTHERLY 144.25 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 12°30'46" TO THE POINT OF BEGINNING.

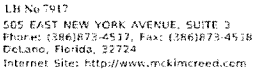
CONTAINING 1.189 ACRES, MORE OR LESS

THAT PART OF SECTION 14, TOWNSHIP 12 SOUTH, RANGE 20 EAST, FLAGLER COUNTY FLORIDA, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1130, PAGE 1997, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 11 TOWNSHIP 12 SOUTH, RANGE 30 EAST, FLAGLER COUNTY, FLORIDA; THENCE NORTH 00°33'54" WEST ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 23.40 FEET TO THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 100, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION R/W MAP SECTION 73020-2509, FINANCIAL PROJECT NUMBER 237965-1; THENCE DEPARTING THE EAST LINE OF SAID NORTHEAST QUARTER AND LONG AS SAID EXISTING RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) SOUTH 88°55'20" WEST, A DISTANCE OF 6.89 FEET; (2) THENCE SOUTH 01°04'40" EAST, A DISTANCE OF 9.00 FEET; (3) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 403.80 FEET; (4) THENCE NORTH 01°04'40" WEST, A DISTANCE OF 9.00 FEET; (5) THENCE SOUTH 88°55'20" WEST, A DISTANCE OF 35.33 FEET, TO THE NORTHWEST CORNER OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; THENCE DEPARTING SAID SOUTHERLY EXISTING RIGHT OF WAY LINE SOUTH 01°40'14" EAST, ALONG THE WESTERLY LINE OF SAID REPLAT, A DISTANCE OF 991.49 FEET TO THE SOUTHWEST CORNER OF SAID REPLAT; THENCE CONTINUE SOUTH 01°40'14" EAST ALONG THE EAST LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 867, PAGE 1355, SAME BEING A SOUTHERLY PROJECTION OF THE WEST LINE OF FLAGLER CENTRAL COMMERCE PARK PHASE 1A REPLAT, AS RECORDED IN MAP BOOK 37, PAGE 36, BOTH BEING OF SAID PUBLIC RECORDS, A DISTANCE OF 467.61 FEET; THENCE SOUTH 88°54'31" WEST ALONG THE SOUTHERLY LINE OF SAID OFFICIAL RECORDS BOOK 867, PAGE 1355, A DISTANCE OF 64.62 FEET TO THE EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCER PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2136, PAGE 1051, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 11.12 ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'24" TO A POINT ON SAID CURVE; THENCE DEPARTING SAID EXISTING WESTERLY RIGHT OF WAY LINE OF COMMERCER PARKWAY, RUN THE FOLLOWING FIFTEEN (15) COURSES, EITHER PARALLEL (P), CONCENTRIC (C) OR RADIAL (R) TO SAID EXISTING WESTERLY RIGHT OF WAY LINE: (1) THENCE FROM A TANGENT BEARING OF SOUTH 65°36'05" EAST RUN SOUTH 00°49'14" WEST (P) A DISTANCE OF 302.95 TO THE BEGINNING OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 463.00 FEET; (2) THENCE SOUTHERLY 25.05 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 03°05'59" TO THE END OF SAID CURVE; (3) THENCE SOUTH 86°04'47" EAST (R) A DISTANCE OF 3.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 466.00 FEET; (4) THENCE SOUTHERLY 337.71 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 41°31'20" TO THE END OF SAID CURVE; (5) THENCE SOUTH 45°26'33" WEST (P) A DISTANCE OF 592.04 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 1182.00 FEET; (6) THENCE SOUTHERLY 1489.58 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 72°12'18" TO THE END OF SAID CURVE; (7) THENCE SOUTH 26°45'46" EAST (P) A DISTANCE OF 525.28 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 418.00 FEET; (8) THENCE SOUTHERLY 623.93 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 85°31'20" TO THE END OF SAID CURVE; (9) THENCE SOUTH 58°45'35" WEST (P) A DISTANCE OF 397.45 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 770.53 FEET; (10) THENCE SOUTHERLY 1009.91 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 75°05'47" TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 666.39 FEET; (11) THENCE SOUTHERLY 550.98 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 47°22'22" TO THE END OF SAID CURVE; (12) THENCE SOUTH 31°02'10" WEST (P) A DISTANCE OF 234.36 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 3906.69 FEET; (13) THENCE SOUTHWESTERLY 121.24 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 01°46'41" TO A POINT ON SAID CURVE AND THE POINT OF BEGINNING; (14) THENCE CONTINUE SOUTHWESTERLY 68.06 FEET ALONG THE ARC OF SAID CURVE (C) THROUGH A CENTRAL ANGLE OF 00°59'53" TO THE END OF SAID CURVE; (15) THENCE SOUTH 28°15'36" WEST (P) A DISTANCE OF 320.06 FEET; THENCE NORTH 61°44'24" WEST A DISTANCE OF 215.25 FEET; THENCE NORTH 30°05'49" EAST A DISTANCE OF 391.86 FEET; THENCE SOUTH 60°44'31" (R) EAST A DISTANCE OF 203.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.871 ACRES, MORE OR LESS

REVIEW
DISCUSSION
DATE

[illegible]



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 5/19/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-13: Voluntarily Annexing ±8.8 acres of Property located in
Unincorporated Flagler County. - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Location Map	Location Map(s)
Proposed Ordinance 2017-13	Ordinance

Summary/Highlights:

This is a request to voluntarily annex approximately 8.8 acres of property which is currently located in Unincorporated Flagler County.

Background:

The applicants, David and Thea Mathen, are the owners of approximately 8.8 acres of property which is currently located in Unincorporated Flagler County. The property is located at 310 County Road 200, Bunnell, FL 32110.

The property currently has the Flagler County land use designation of Agriculture and Timberlands and the Flagler County zoning designation of Agriculture.

The property is contiguous to the City through its southern property line.

The property is used as a salvage yard. The Mathen's plan to change the land use and zoning designations to appropriate Bunnell categories for its existing use. They will also register the existing business with the City of Bunnell following annexation.

The applicant can further explain the nature of this request.

Staff Recommendation:

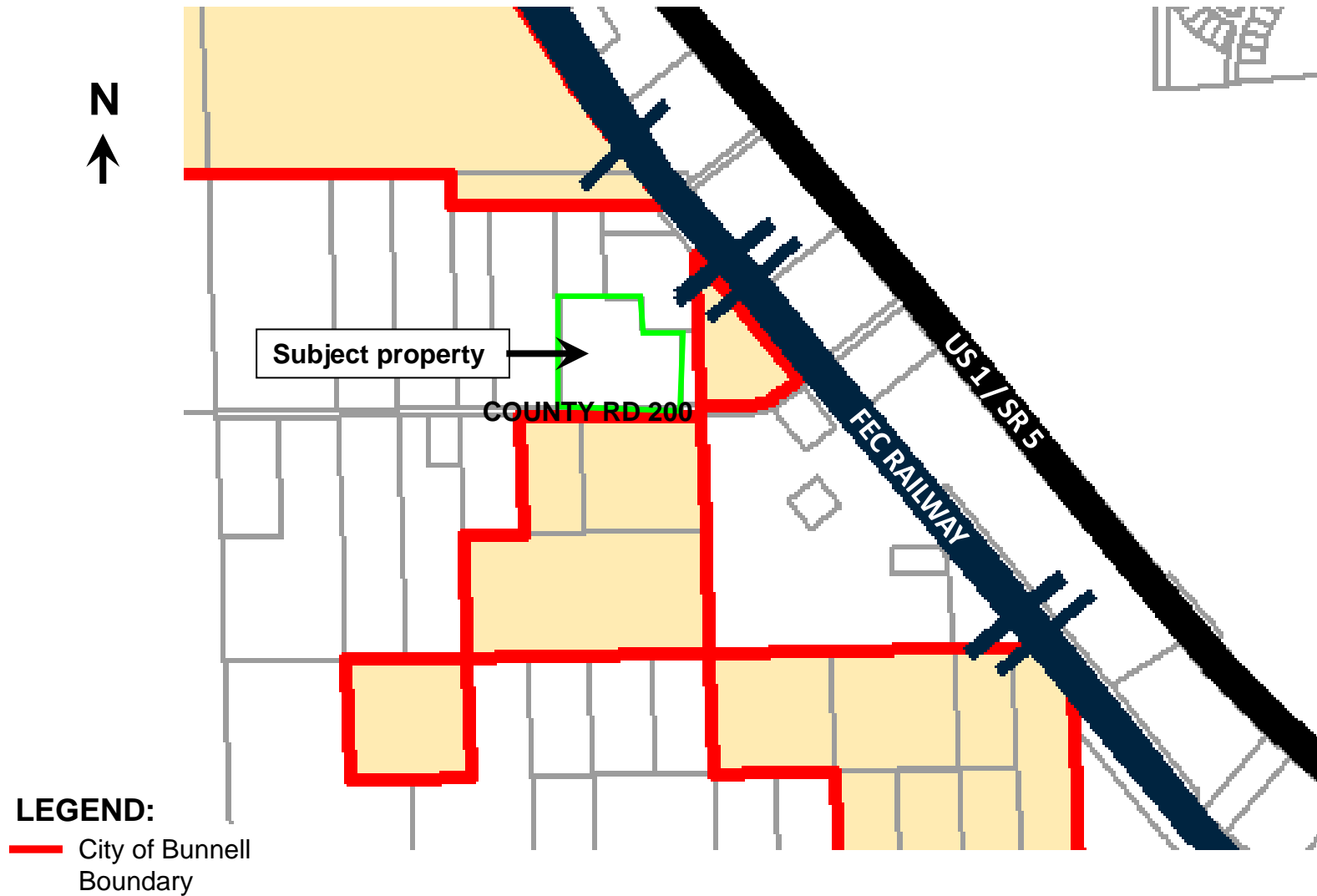
Approval of Ordinance 2017-13 Voluntarily Annexing ±8.8 acres of Property located in Unincorporated Flagler County. - First Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Mathen County Rd 200 Voluntary Annexation- Location Map



ORDINANCE 2017-13

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, ANNEXING BY VOLUNTARY PETITION CERTAIN REAL PROPERTY OWNED BY DAVID K AND THEA M HEIN MATHEN 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, David K. Mathen and Thea Hein-Mathen are hereby determined to be the owners of the real property described below; and

Whereas, David K. Mathen and Thea Hein-Mathen 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 8.8 acres in size and is currently addressed as 310 County Road 200; and

Whereas, David K and Thea Hein-Mathen are the owners of the property being described by Tax Identification Parcel Number as follows:

Tax Identification Parcel Number	Owner
16-13-31-0000-040900-0010	David K. Mathen and Thea Hein-Mathen; and

Whereas, City staff, on May 15, 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: 12th day of June 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”
LEGAL DESCRIPTION

PARCEL 1: A PARCEL OF LAND LYING IN THE EASTERLY 765 FEET OF THE
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP
13 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SAID
SECTION 16, RUN THENCE NORTH 89 DEGREES 28 MINUTES 43 SECONDS EAST
ALONG THE SOUTH LINE OF SAID SECTION 16, A DISTANCE OF 1912.68 FEET TO
THE POINT OF BEGINNING; THENCE NORTH 02 DEGREES 05 MINUTES 59 SECONDS
WEST, A DISTANCE OF 629.82 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 43
SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 02 DEGREES 05
MINUTES 59 SECONDS EAST A DISTANCE OF 629.82 FEET TO THE SOUTH LINE OF
SAID SECTION 16; THENCE SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST
ALONG SAID SOUTH LINE OF SECTION 16, A DISTANCE OF 470.00 FEET TO THE
POINT OF BEGINNING OF THIS DESCRIPTION,

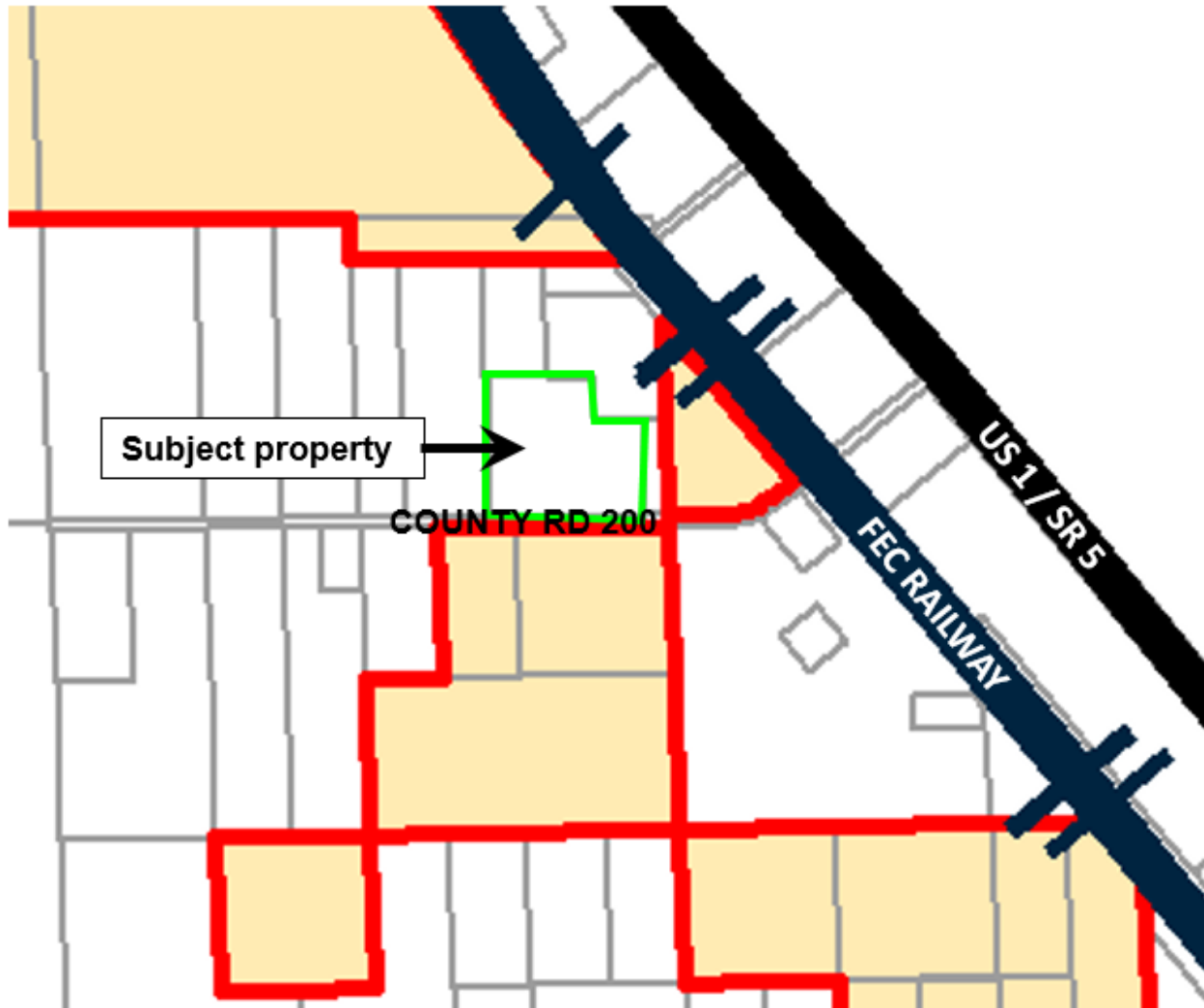
AND

PARCEL 2: PART OF THE EASTERLY 765 FEET OF THE SOUTHEAST $\frac{1}{4}$ OF THE
SOUTHWEST $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER
COUNTY, FLORIDA, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY OF A 50
FOOT PUBLIC ROAD, SAID PUBLIC ROAD LYING WESTERLY OF AND ADJACENT
TO THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT-OF-WAY AS PER
PLAT OF FAVORETTA AS RECORDED IN MAP BOOK 1, PAGE 5, OF THE PUBLIC
RECORDS OF FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, SAID POINT BEING THE SOUTHEAST CORNER OF
THE SOUTHWEST $\frac{1}{4}$ OF SAID SECTION 16, TOWNSHIP 13, RANGE 31 EAST; THENCE
SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF
SECTION 16, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUE 89 DEGREES 28 MINUTES 43 SECONDS WEST ALONG THE SAID SOUTH
LINE OF SECTION 16, A DISTANCE OF 190.00 FEET; THENCE NORTH 02 DEGREES 05
MINUTES 59 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST
 $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, A DISTANCE OF 458.53 FEET; THENCE NORTH 89
DEGREES 28 MINUTES 43 SECONDS EAST A DISTANCE OF 190.00 FEET; THENCE
SOUTH 02 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 458.53 FEET
TO THE POINT OF BEGINNING, LESS AND EXCEPT THE NORTHERLY 18.53 FEET OF
THE ABOVE DESCRIBED PROPERTY.

EXHIBIT “B”

LOCATION MAP





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 5/17/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-14: Changing 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 Single Family Medium Density. - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Adjacent 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 just the single designation of Bunnell Single Family Medium Density. This request would affect two unaddressed parcels of property.

Background:

The applicant, Manuel Madaleno, is the new owner of approximately 1.92 acres of property within the City of Bunnell. The properties are two unaddressed parcels located at the intersection of Deen Road and Hardy Street. The parcels are currently separated by an unpaved section of 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 Future Land Use designation of Single Family Low Density.

The applicant wishes to apply the Future Land Use designation of Single Family Medium Density to all portions of these properties. If approved, the applicant would like to develop the properties by building duplexes.

This request is consistent with the City's Comprehensive Plan and vision for Deen Road to be a residential area.

The applicant can further explain this request to the Board.

This item was heard by the Planning, Zoning and Appeals Board at its May 16, 2017 meeting. The Planning, Zoning and Appeals Board recommended approval of the proposed ordinance

Staff Recommendation:

Approval of Ordinance 2017-14 Changing the Future Land Use Designation on Approximately 1.9 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Single Family Medium Density. - First Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-14

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE *CITY OF BUNNELL COMPREHENSIVE PLAN*, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT OF THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE *CITY OF BUNNELL COMPREHENSIVE PLAN* RELATIVE TO CERTAIN REAL PROPERTY CONTAINING APPROXIMATELY 1.92 ACRES AND DESCRIBED IN THIS ORDINANCE TO A SINGLE FAMILY- MEDIUM DENSITY 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, Manuel Madaleno, 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 May 16, 2017 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

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

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

NOW, THEREFORE, BE IT 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 Single Family- Medium Density land use designation to the real properties which are the subject of this Ordinance as set forth herein.
- (b) The properties which are the subject of this Comprehensive Plan amendment are 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 12th day of June 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

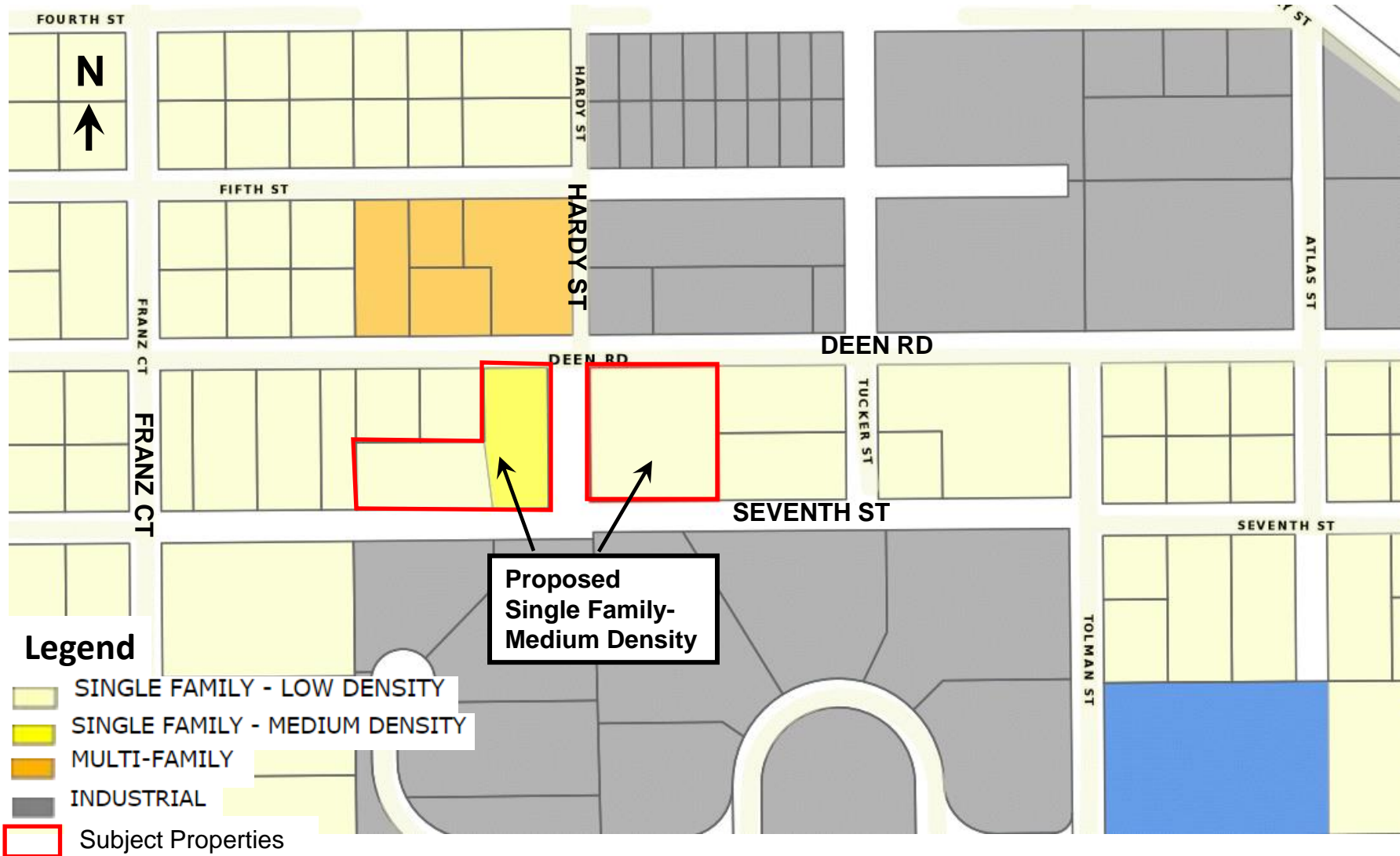
Seal:

EXHIBIT A

Location Map



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





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 5/17/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-15: Changing the Zoning Designation of Approximately 1.92 Acres of Property from City of Bunnell R-1, Single Family Residential district to City of Bunnell R-2, Multiple-Family Residential 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 to R-2, Multiple Family Residential. This is a companion item to the request to change the future land use designation for the same properties found elsewhere on this agenda.

Background:

The applicant, Manuel Madaleno, is the new owner of approximately 1.92 acres of property within the City of Bunnell. The subject property is two unaddressed parcels located on Deen Road. Both parcels are vacant.

The applicant wishes to apply the zoning designation of City of Bunnell R-2, Multiple-Family Residential district to both of these properties. He plans to develop the property for residential use by building duplexes on the properties.

This request is consistent with the City's Comprehensive Plan and the City's vision for Deen Road to be a mostly residential street.

The applicant can explain his request further.

This request was heard by the Planning, Zoning and Appeals Board at its May 16, 2017 meeting. The Planning, Zoning and Appeals Board recommended approval of the proposed ordinance.

Staff Recommendation:

Approval of Ordinance 2017-15 Changing the Zoning Designation of Approximately 1.92 Acres of Property from City of Bunnell R-1, Single Family Residential district to City of Bunnell R-2, Multiple-Family Residential district. - First Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-15

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 R-2, MULTIPLE-FAMILY RESIDENTIAL 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, Manuel Madaleno, 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, Manuel Madaleno 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 R-2, Multiple Family Residential district (“R-2”) 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 May 16, 2017 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended the City Commission approve the subject rezoning as set forth in this Ordinance; and

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

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

NOW, THEREFORE, BE IT 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 R-2, Multiple-Family Residential district (“R-2”) 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 upon the effective date of Ordinance 2017-14.

First Reading: on this 12th day of June 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

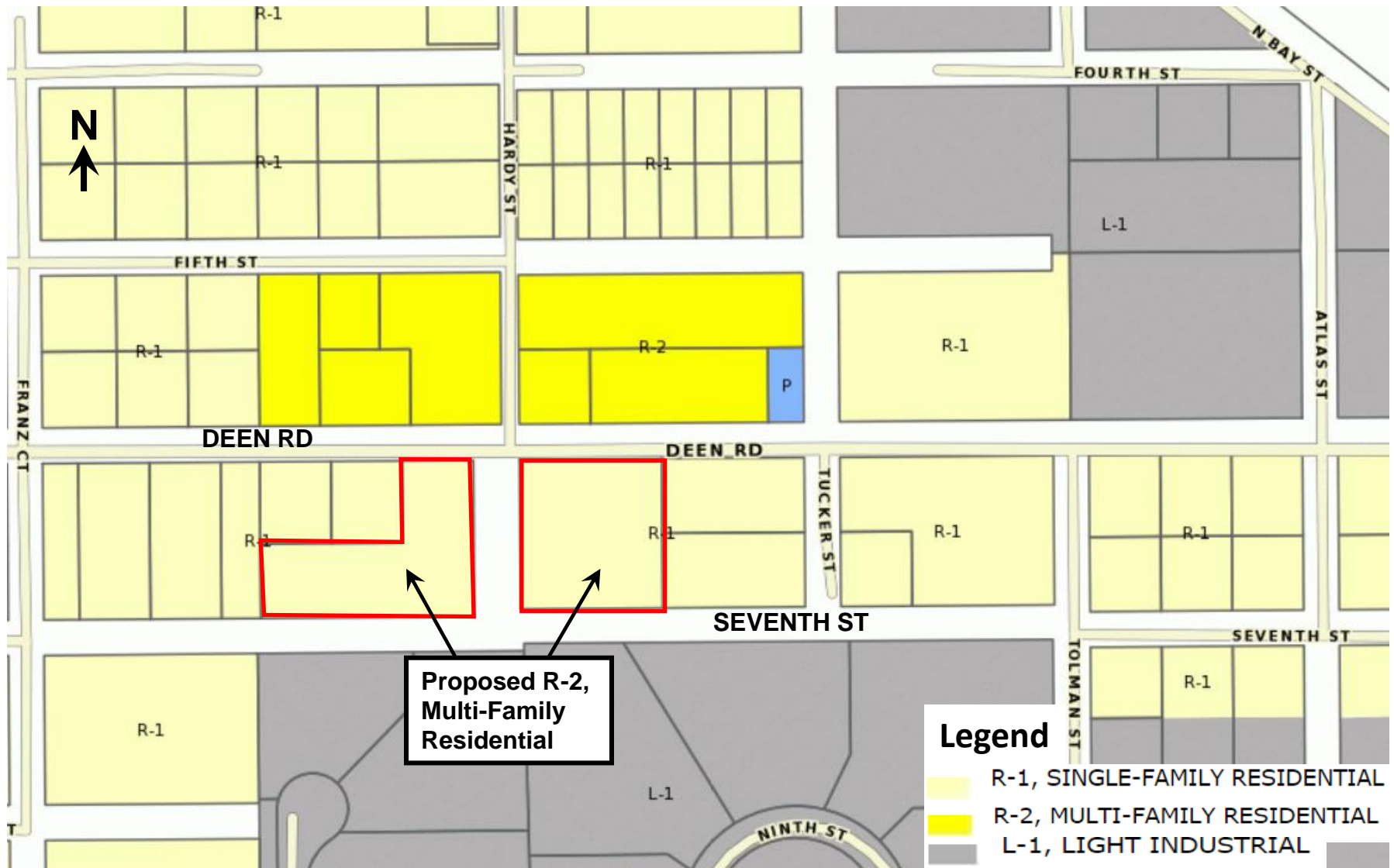
Seal:

Exhibit “A”

Location Map



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





City of Bunnell, Florida

Agenda Item No. E.4.

Document Date: 5/17/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-16: Request to Vacate a Portion of Hardy St. - 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 St.

Background:

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

If vacated, half of the right-of-way (25 feet) would be added to each of the adjacent properties. Mr. Madaleno would use this right-of-way in the development of the adjacent parcels. He would like to build duplexes on these properties.

The Planning Board heard a request to vacate this right-of-way from the previous property owner at its February 21, 2017 meeting and recommended approval of the request. However, the Commission did not adopt the Ordinance which would have vacated this right-of-way. The original proposed ordinance died for lack of a second at the March 13, 2017 Commission meeting.

The applicant can further explain this request to the Board.

This issue was heard by the Planning, Zoning and Appeals Board at its May 16, 2017 meeting. The Planning, Zoning and Appeals Board recommended approval of the proposed ordinance.

Staff Recommendation:

Approval of Ordinance 2017-16 Request to Vacate a Portion of Hardy St. - First Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-16

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, Manuel Madaleno 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 May 16, 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 12th day of June 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”

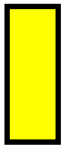
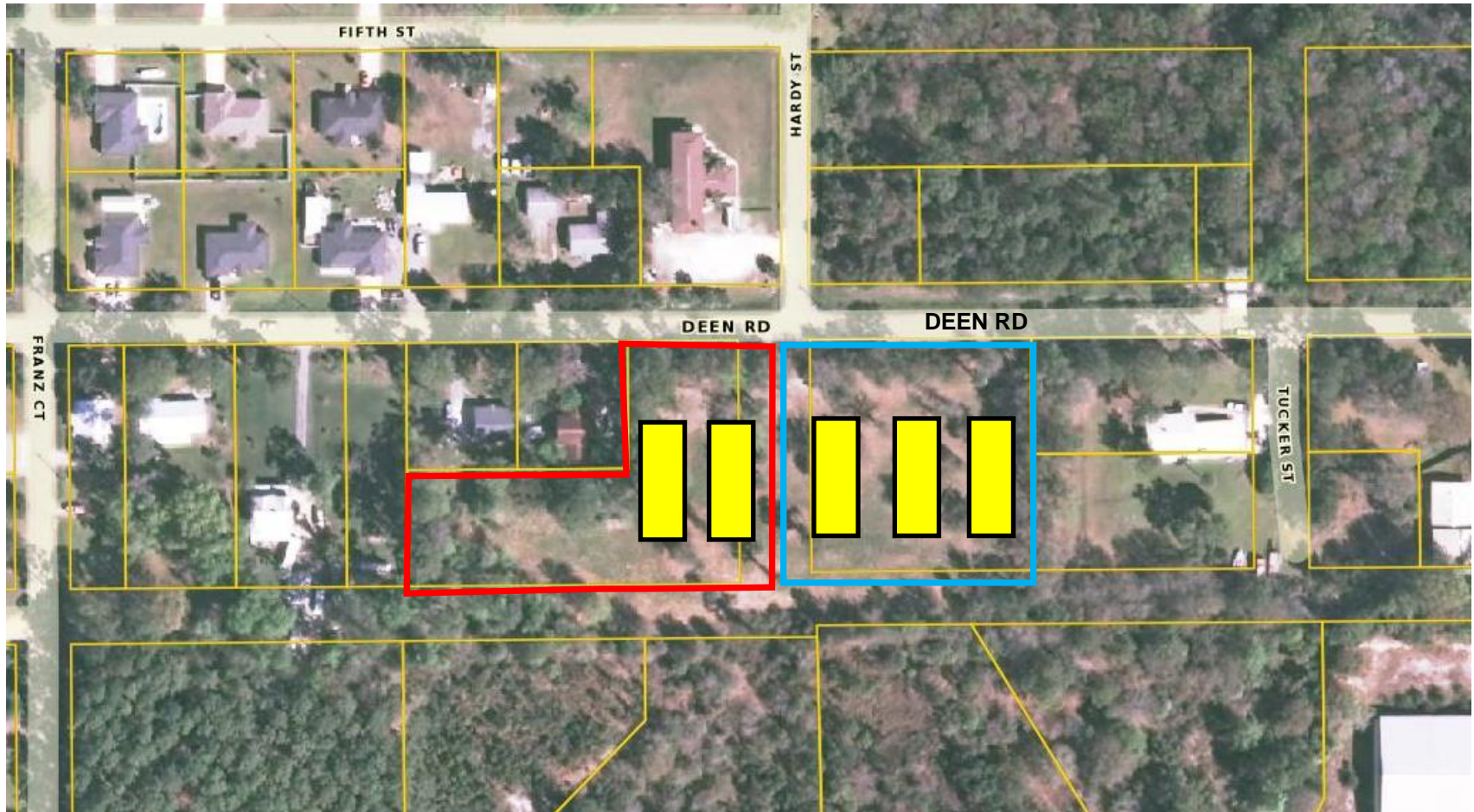
Location Map



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



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



= Proposed Duplex



City of Bunnell, Florida

Agenda Item No. E.5.

Document Date: 5/17/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-17: Amending the Land Development Code Section 2-87 Hearing Notification Requirements. - First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the Bunnell Land Development Code Section 2-87 Hearing notification requirements.

Background:

In 2012, this section of the Land Development Code was amended to require the following:

1. Newspaper advertisements for special exception requests and variance requests in a paper with general circulation.
2. Mailing hearing notification letters to all property owners within 300 feet of the affected property as documented on the Flagler County Property Appraiser website.

It has come to the City's attention that mailing hearing notification letters to all property owners within 300 feet of the subject property may also include notification to property owners in other jurisdictions. The property owners in adjacent jurisdictions do not vote in Bunnell and do not pay any property taxes in Bunnell.

The proposed amendment would require hearing notification letters be mailed only to adjacent property owners of properties within 300 feet of the subject property as documented by the Flagler County Property Appraiser website if the adjacent property is under City of Bunnell jurisdiction.

All City agendas are posted on the City website. The proposed ordinance would also remove the redundant requirement of posting a separate notice when all City agendas are posted on the City website and available for viewing.

The Planning, Zoning and Appeals Board heard this item at its May 16, 2017 meeting. It recommended approval of the proposed ordinance.

Staff Recommendation:

Approval of Ordinance 2017-17 Amending the Land Development Code Section 2-87 Hearing Notification Requirements. - First Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-17

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL LAND DEVELOPMENT CODE SECTION 2-87 HEARING NOTIFICATION REQUIREMENTS; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bunnell Land Development Code provides for procedures for the notification and advertisement of public hearings for the Planning Board; and

WHEREAS, said procedures are in need of revision; and

WHEREAS, Section 163.3174(4)(c), Florida Statutes, requires the local planning agency to review proposed land development regulations and amendments, and make recommendations to the governing body as to the consistency of the proposal with the adopted comprehensive plan, or element or portion thereof; and

WHEREAS, the Planning, Zoning and Appeals Board reviewed this Ordinance at its May 16, 2017 meeting and recommends adoption; and

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

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

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

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

Section 1.

The Bunnell Land Development Code Section 2-87, is hereby amended as follows:

Sec. 2-87. - Hearing notification requirements.

(a) Notification and advertisement for comprehensive plan amendments, municipal annexations, municipal contractions, zoning changes and changes to the Land Development Code shall be made in accordance with Florida Statutes. ~~In addition, notification shall be posted on the City of Bunnell website ten days in advance of the hearing.~~

(b) Variance notification and advertisement procedures are as follows:

(1) Notice of the planning board hearing date, time, and location shall be published once in a newspaper of general circulation not less than ten days in advance of the hearing. ~~In addition, notification shall be posted on the City of Bunnell website ten days in advance of the hearing.~~

(2) Mail copy of the hearing date, time, and location shall be sent to ~~adjacent~~ property owners of adjacent properties within the City limits that are within 300 feet of the proposed variance request as documented by the property appraiser website. Notice shall be mailed out at least ten days prior to the hearing date.

(3) Failure of a property owner to appear during the public meeting to object or make comments on the request may preclude the ability of such person to contest the change at a later date.

(c) Special exception notification and advertisement procedures are as follows:

(1) Notice of the planning board hearing date, time, and location shall be published once in a newspaper of general circulation not less than ten days in advance of the hearing. ~~In addition, notification shall be posted on the City of Bunnell website ten days in advance of the hearing.~~

(2) Mail copy of the hearing date, time, and location shall be sent to ~~adjacent~~ property owners of adjacent properties within the City limits that are within 300 feet of the proposed special exception request as documented by the property appraiser website. Notice shall be mailed out at least ten days prior to the hearing date.

~~(3)-a.~~ Failure of a property owner to appear during the public meeting to object or make comments on the request may preclude the ability of such person to contest the change at a later date.

(d) Vacation of public property notification and advertisement procedures are as follows:

(1) Notification and advertisement for the vacation of public property shall be made in accordance with the Bunnell Code of Ordinances section 54-1. ~~In addition, notification shall be posted on the City of Bunnell website ten days in advance of the hearing.~~

Secs. 2-88—2-110. - Reserved.

Section 2. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions to include, but not be limited to, the adoption of administrative forms, policies, procedures, processes and rules.

Section 3. Codification.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 12th day of June 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:



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 5/26/2017 Amount:
Department: City Clerk Account #:
Subject: Designate the Florida League of Cities Voting Delegate for the 91st Annual Conference
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
91st Annual FLC Conference Voting Delegate Information	Cover Memo

Summary/Highlights:

The 91st Annual Florida League of Cities (FLC) Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19.

Each municipality should designate one official to be the voting delegate. This official will cast their votes at the Conference Business Session.

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:



301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

TO: Municipal Key Official

FROM: Michael Sittig, Executive Director 

DATE: May 22, 2017

SUBJECT: 91st Annual FLC Conference
VOTING DELEGATE INFORMATION
August 17-19, 2017 – World Center Marriott, Orlando



As you know, the Florida League of Cities' Annual Conference will be held at the World Center Marriott, Orlando, Florida on August 17-19. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida for 2016.

Conference registration materials will be sent to each municipality in the month of June. Materials will also be posted on-line. Call us if you need additional copies.

If you have any questions on voting delegates, please call Gail Dennard at the League (850) 701-3619 or (800) 616-1513, extension 3619. **Voting delegate forms must be received by the League no later than August 14, 2017.**

Attachments: Form Designating Voting Delegate

President **Susan Haynie**, Mayor, Boca Raton

First Vice President **Gil Ziffer**, Commissioner, Tallahassee • Second Vice President **Leo E. Longworth**, Commissioner, Bartow

Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

**91st Annual Conference
Florida League of Cities, Inc.
August 17-19, 2017
Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax to Gail Dennard at (850) 222-3806 or email gdennard@flcities.com

Important Dates

May 2017

Notice to Local and Regional League Presidents and Municipal Associations
regarding the Resolutions Committee

June 2017

Appointment of Resolutions Committee Members

July 12th

Deadline for Submitting Resolutions to the League office

August 17th

Policy Committee Meetings
Voting Delegates Registration

August 18th

Resolutions Committee Meeting

August 19th

Immediately Following Breakfast – Pick Up Voting Delegate Credentials
Followed by Annual Business Session



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date:	6/6/2017	Amount:
Department:	City Clerk	Account #:
Subject:	Discussion on Street Banners	
Agenda Section:	New Business:	

ATTACHMENTS:

Description	Type
Proposed Design and Costs of Street Banners	Concept Sketch

Summary/Highlights:

Commissioner Baxley asked if the City could look at designing a welcome banner for the core area of the City. The Finance Department researched the request. Attached is the requested draft of the design.

Background:

Staff Recommendation:

Approve the order and installment of the banners and/or make recommendations for color.

City Attorney Review:

Finance Department Review/Recommendation:

City of Bunnell Banners

We currently have 22 brackets to hang banners that are set to fit 2' x 4' banners

- City of DeBary uses a company called Banner Works of Florida located in Sanford.
- Their "Welcome to The City of DeBary" banner is a 30"x 60" "Sunbrella" (100% acrylic canvas also called marine canvas)
- Included are prices from three companies: Banner Works of Florida, Carrot-top & Universal Concepts
- Banner Works is the least expensive and have provided several examples.

Banner Works of Florida
472 Still Forest Terrace
Sanford, FL 32771

May 2, 2017

To: Margaret Miller
City of Bunnell

From: Cynthia Roberts

Regarding: Custom Banners

We are pleased to present to you the following quote.

Quote:

Custom banners made out of a medium to dark colored Sunbrella fabric (100% acrylic canvas) and printed on both sides with one ink color. Our banners have double rolled and double stitched top & bottom rod pockets and are printed with UV protected heat set inks. Finished banner size is 30" x 60".

Based on 22 banners of the same design printed on Persian Green Sunbrella
- \$64.75 per banner

Based on 22 banners of the same design printed on Ocean Blue Sunbrella -
\$71.75 per banner

We also have an art department that can transform your ideas into camera ready art at no additional charge.

Production time is approx. 2- 3 weeks from your approval of the color mock up.

Prices include ground shipping charge.

We accept Purchase Orders for payment.

Banner Works of Florida is certified as a Minority Business Enterprise. Paper work will be provided upon request.



WELCOME
to the
City of
DeBARY







Banner Works of Florida

472 Still Forest Terrace - Sanford, FLK 32771
800.438.0351 F. 407.322.7245
www.bannerworksfl.com

MOCK UP#: 12111.17wg **PAGE:** 1 of 2
JOB NAME: City of Bunnell
DATE: 5.3.17
REVISION

BANNER INFO

FABRIC:  Sunbrella Ocean Blue
 Sunbrella Persian Green

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

PANTONE INKS

 White

ARTWORK INFO:

Custom w/supplied logo

PLACEMENT:

Artwork is 4" off top hem

TYPEFONTS USED:

Infinite Stroke Script

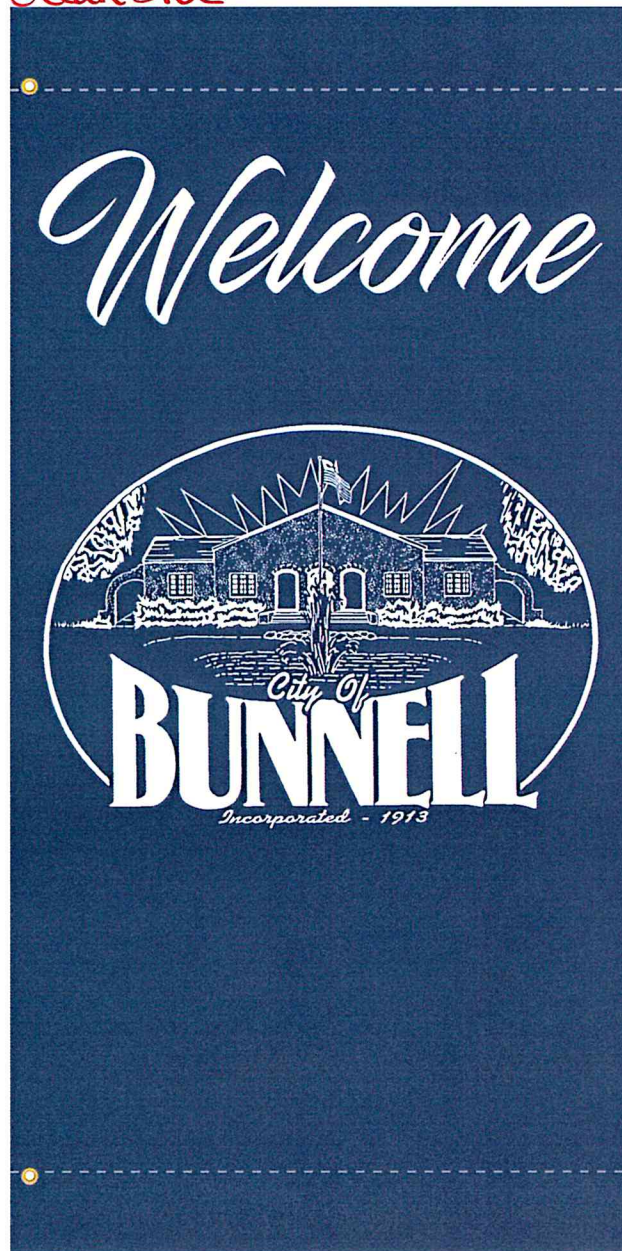
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ARTWORK READY TO PRINT: YES

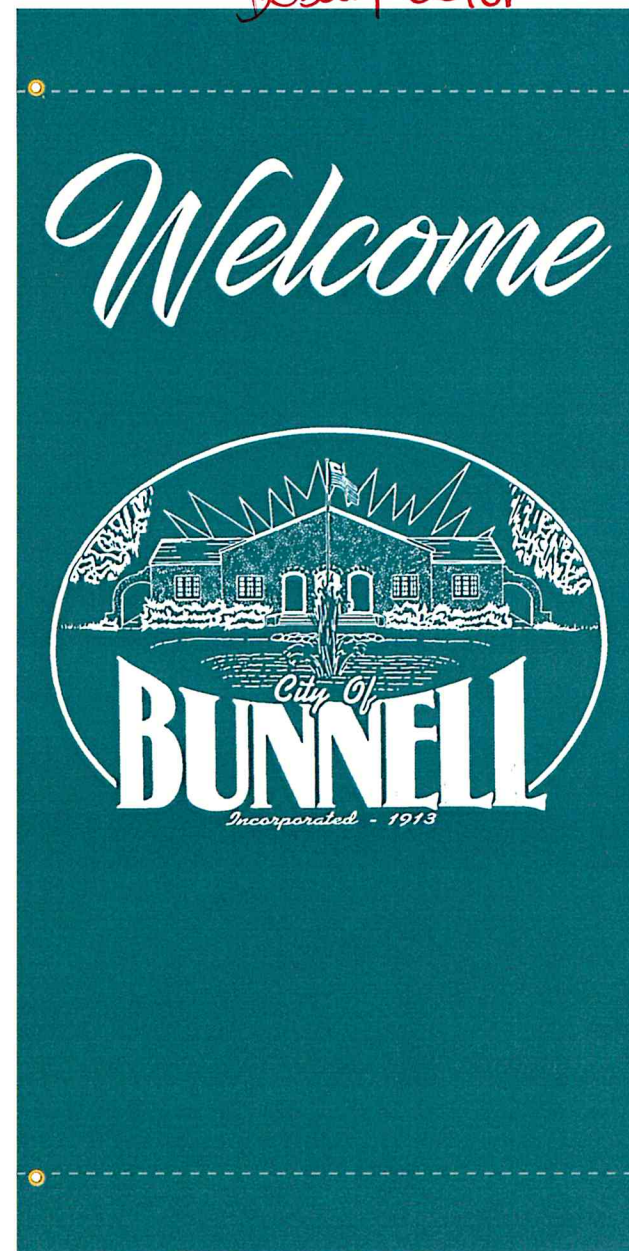
CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____

Ocean blue 1st Draft script



DeBary color



TAKE NOTHING FOR GRANTED. PLEASE CHECK PROOF CAREFULLY.

Illustrations are a reasonable representation of ink colors on banner fabrics. All monitors display differently, therefore a free color match sample is available on request. We are not responsible for any errors after approval.





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SIDES: 2

PANTONE INKS

 White

ARTWORK INFO:

Custom w/supplied logo

PLACEMENT:

Artwork is 4" off top hem

TYPEFONTS USED:

Moonshiner

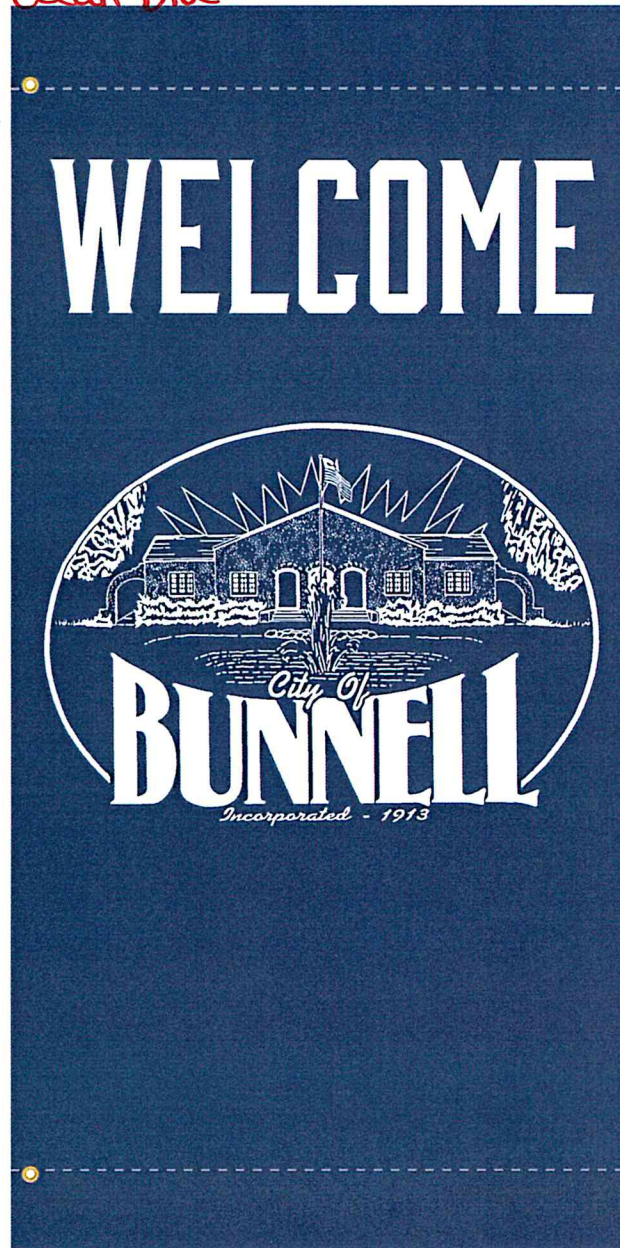
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ARTWORK READY TO PRINT: YES

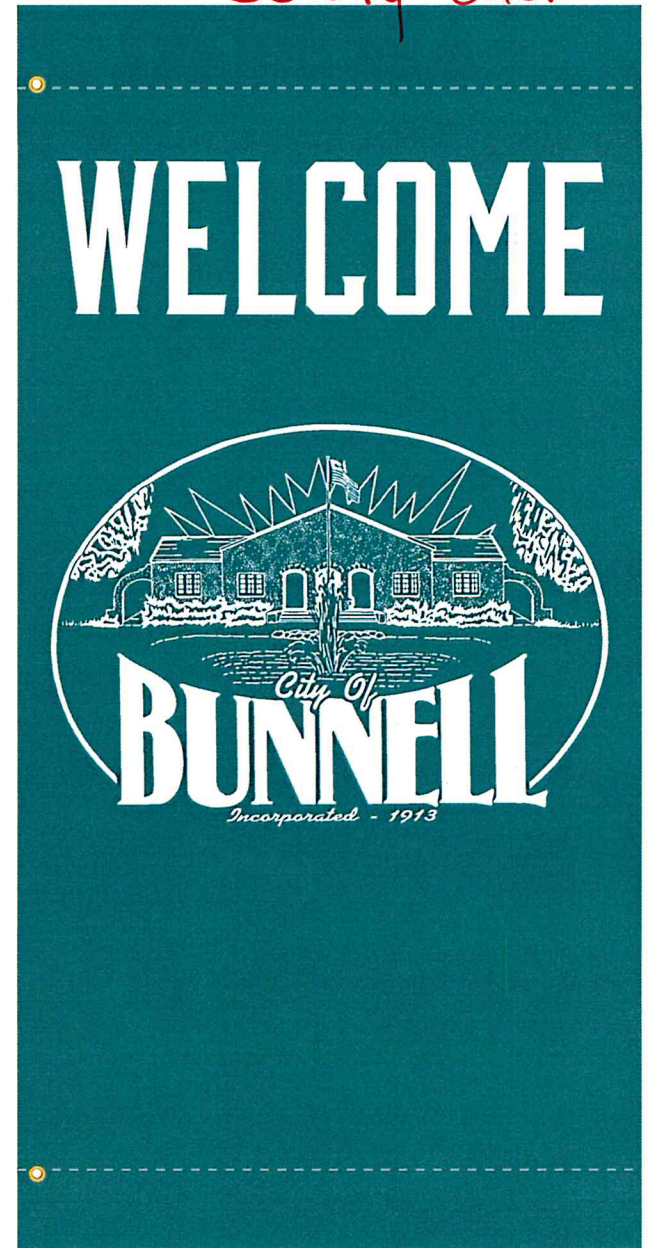
CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____

ocean blue 1st Draft block



DeBary color



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MOCK UP#: 12111.17wg **PAGE:** 3 of 3
JOB NAME: City of Bunnell
DATE: 5.5.17
REVISION 1

BANNER INFO

FABRIC:  Sunbrella Ocean Blue
 Sunbrella Persian Green
 Sunbrella Pacific Blue

SIZE: 30" x 60"

HEMS: 4"

SIDES: 2

PANTONE INKS

 White

ARTWORK INFO:

Custom w/supplied logo

PLACEMENT:

Artwork is 4" off top hem

TYPEFONTS USED:

Lavanderia Script

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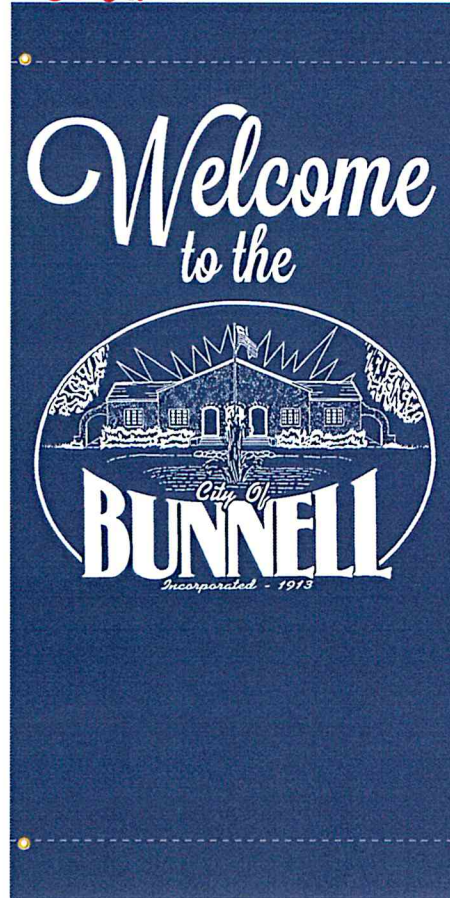
ARTWORK READY TO PRINT: YES

CUSTOMER: PLEASE SIGN & RETURN

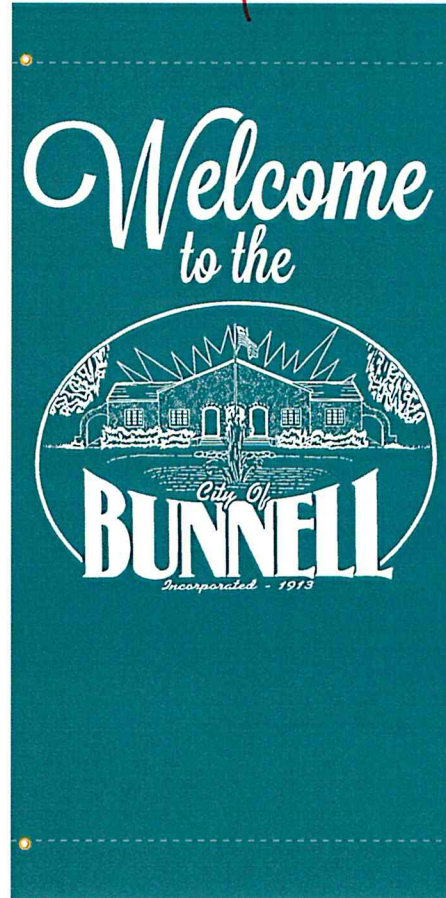
Authorized by _____

2nd Draft + Font 1
added "to the"

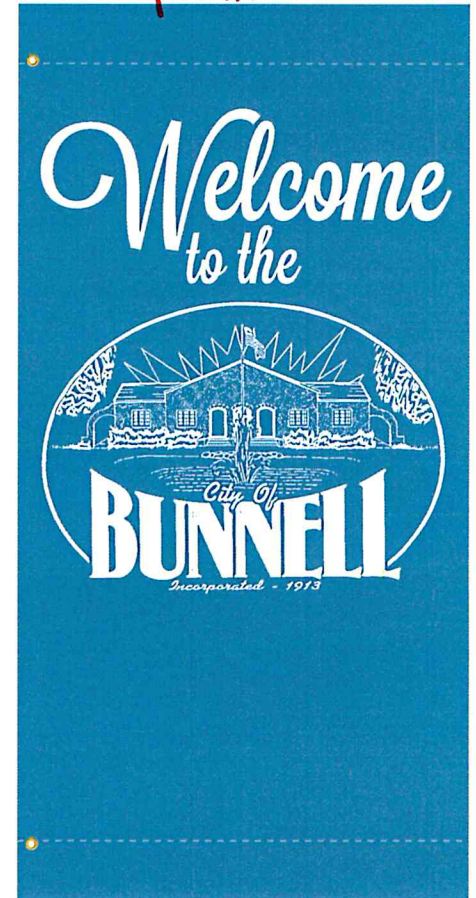
ocean blue



DeBary color



added new color
color pacific blue



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CONSORT
DISPLAY GROUP

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DATE: 5.5.17

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 Sunbrella Persian Green
 Sunbrella Pacific Blue

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

PANTONE INKS

☐ White

ARTWORK INFO:

Custom w/supplied logo

PLACEMENT:

Artwork is 4" off top hem

TYPEFONTS USED:

Infinite Stroke Script

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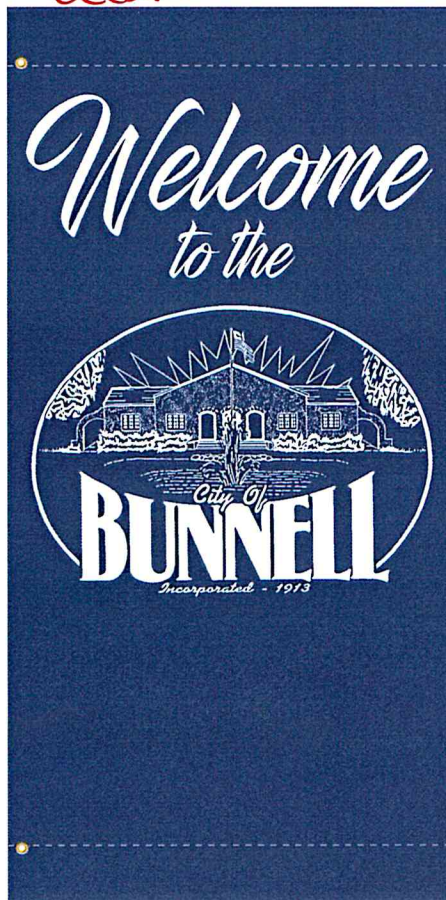
ARTWORK READY TO PRINT: YES

CUSTOMER: PLEASE SIGN & RETURN

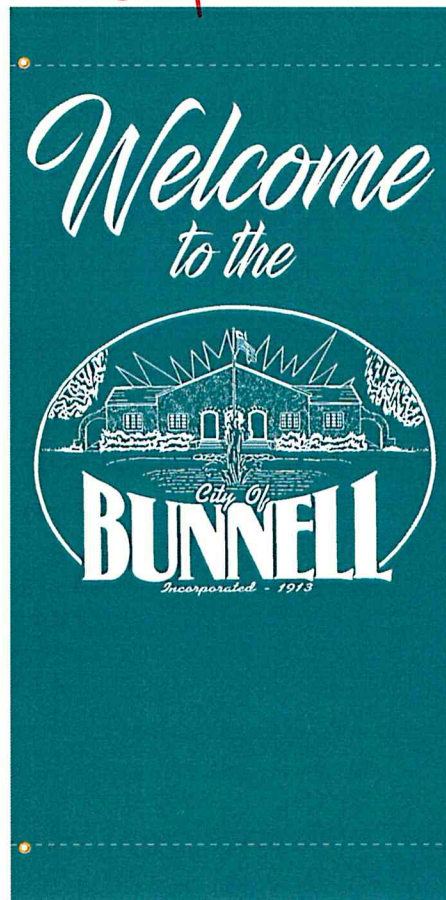
Authorized by _____

2nd Draft Font 2

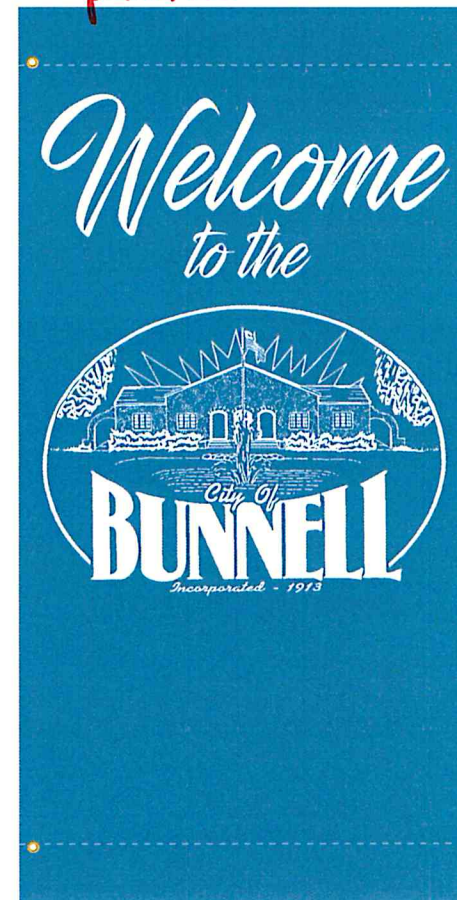
Ocean



DeBary



pacific



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2nd Draft Font 3

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DATE: 5.5.17

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 Sunbrella Persian Green
 Sunbrella Pacific Blue

SIZE: 30" x 60"

HEMS: 4"

SIDES: 2

PANTONE INKS

 White

ARTWORK INFO:

Custom w/supplied logo

PLACEMENT:

Artwork is 3" off top hem

TYPEFONTS USED:

Mission Script

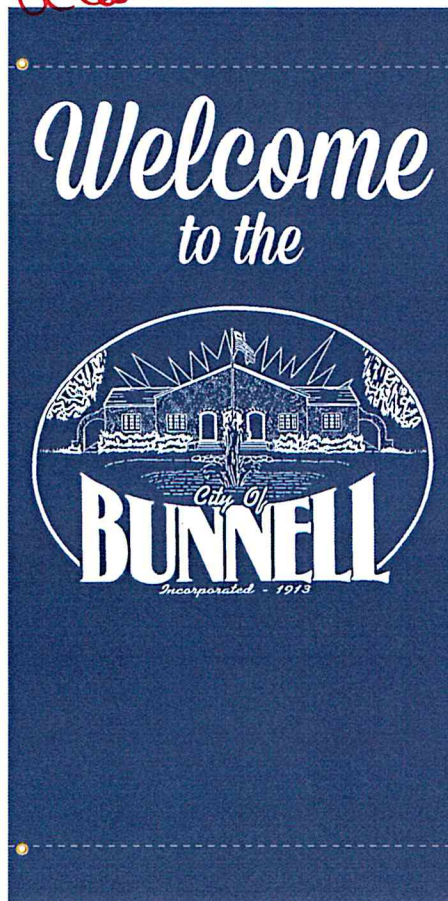
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ARTWORK READY TO PRINT: YES

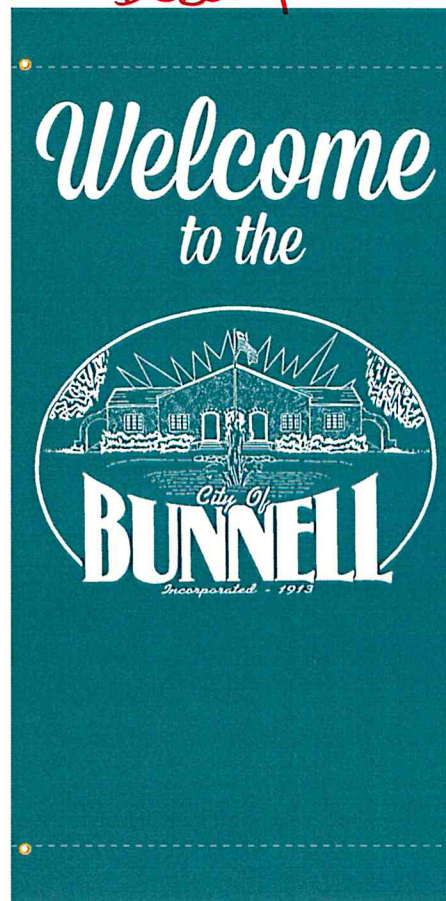
CUSTOMER: PLEASE SIGN & RETURN

Authorized by _____

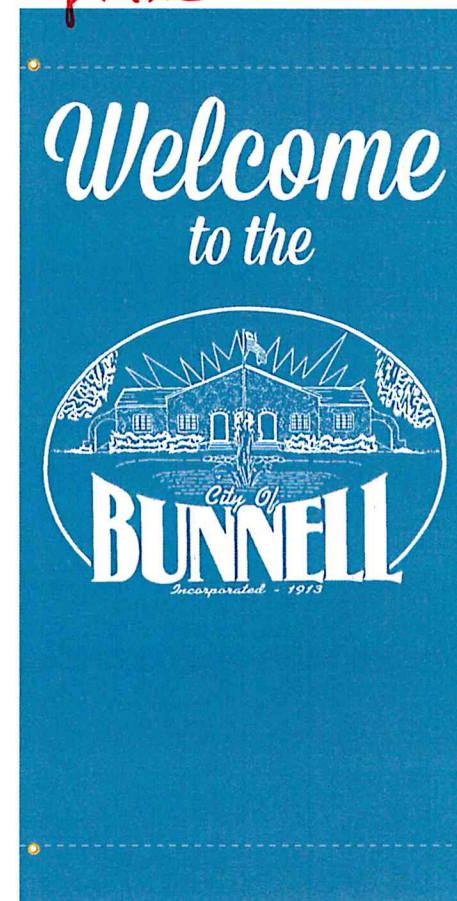
Ocean



DeBary



pacific



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3rd Draft font 1
*tilted words 5° & centered words + logo city

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MOCK UP#: 12111.17wg **PAGE:** 1 of 3

JOB NAME: City of Bunnell

DATE: 5.8.17

REVISION 2

BANNER INFO

FABRIC:  Sunbrella Ocean Blue
 Sunbrella Persian Green
 Sunbrella Pacific Blue

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

PANTONE INKS

 White

ARTWORK INFO:

Custom w/supplied logo

PLACEMENT:

Artwork is 7" off top hem

TYPEFONTS USED:

Infinite Stroke Script

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ARTWORK READY TO PRINT: YES

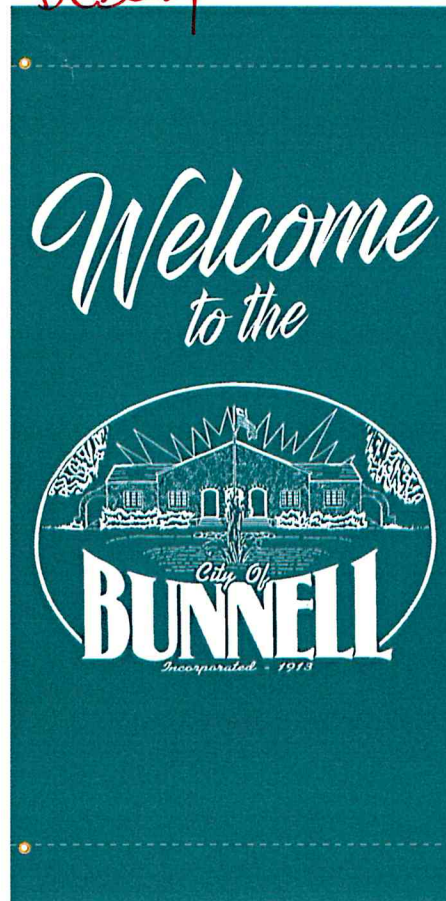
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Authorized by _____

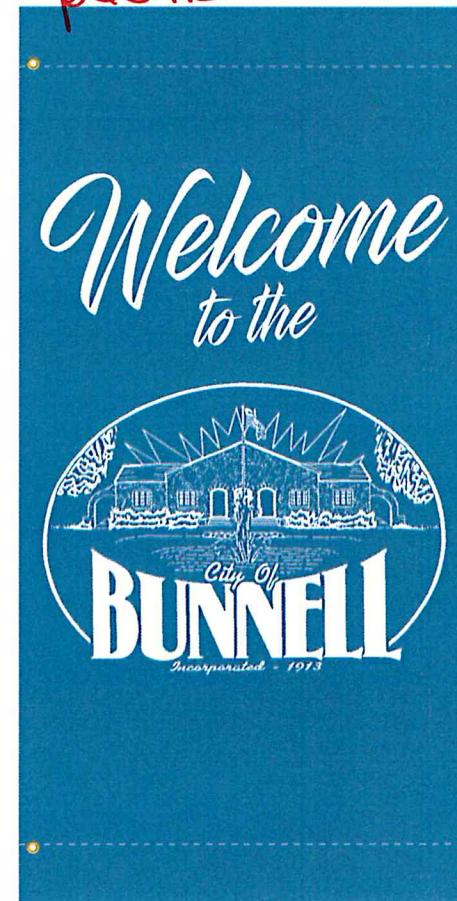
Ocean



DeBary



Pacific



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BANNER INFO

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 Sunbrella Pacific Blue

SIZE: 30"x 60"

HEMS: 4"

SIDES: 2

PANTONE INKS

☐ White

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PLACEMENT:

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TYPEFONTS USED:

Mission Script

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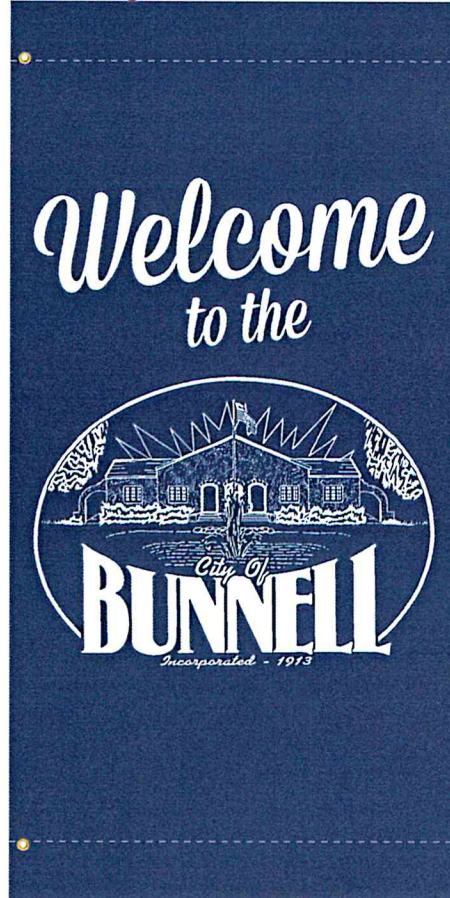
ARTWORK READY TO PRINT: YES

CUSTOMER: PLEASE SIGN & RETURN

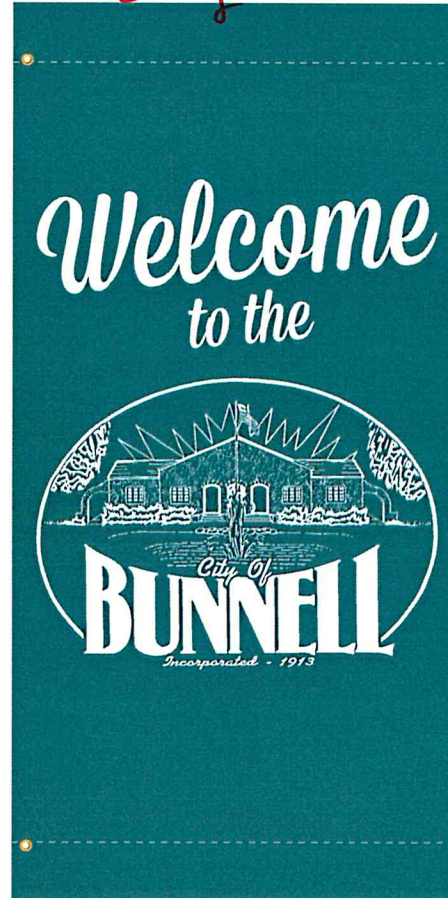
Authorized by _____

3rd Draft Font <
* titled words & + centered words + city logo

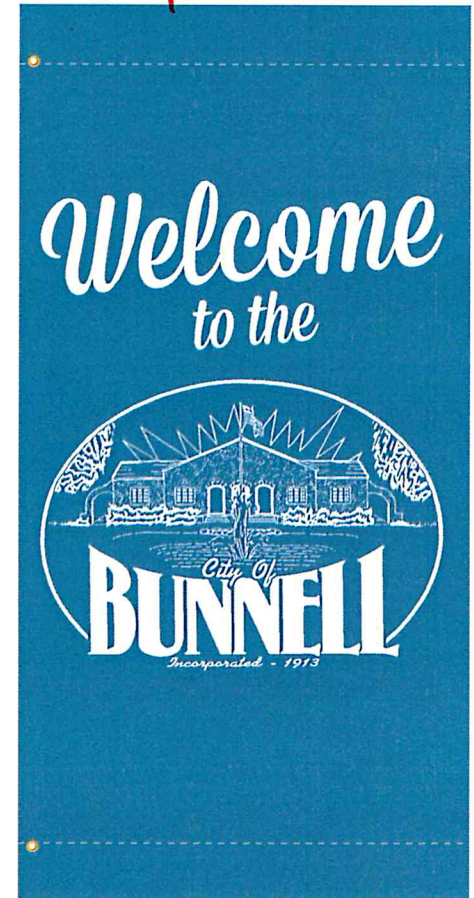
Ocean



DeBary



Pacific



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 Sunbrella Pacific Blue

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HEMS: 4"

SIDES: 2

PANTONE INKS

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ARTWORK INFO:

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PLACEMENT:

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TYPEFONTS USED:

Lavanderia Script

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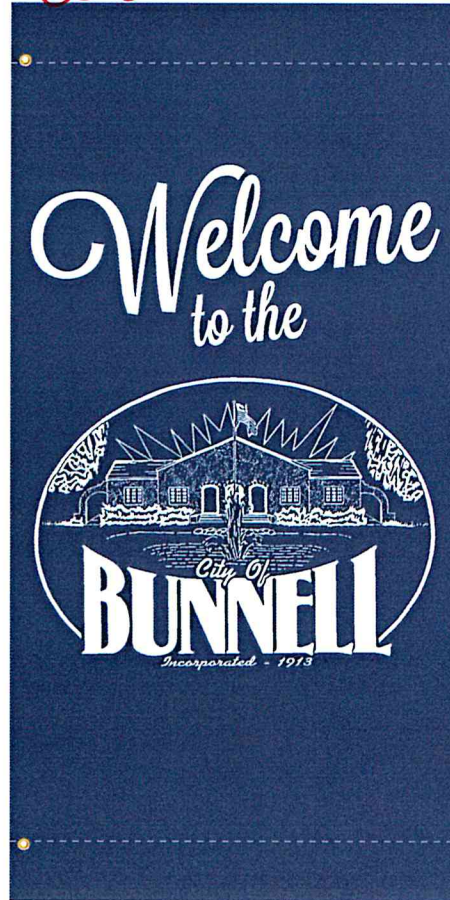
ARTWORK READY TO PRINT: YES

CUSTOMER: PLEASE SIGN & RETURN

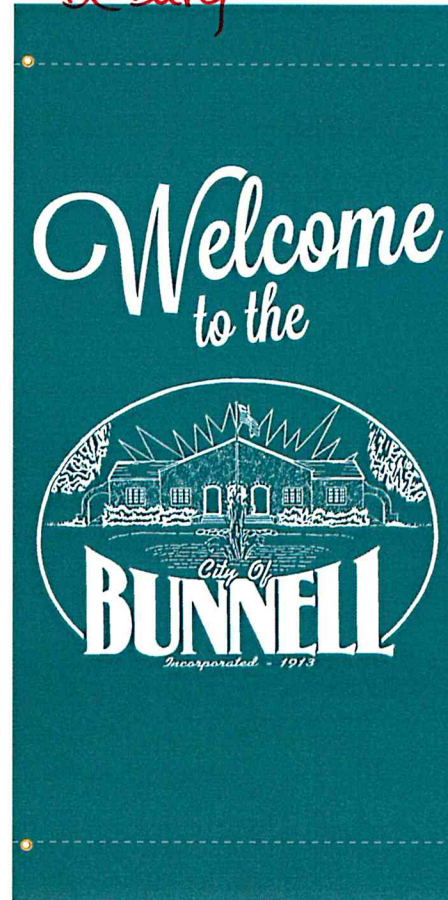
Authorized by _____

3rd draft Font S
* tilted words 5° + centered words + city logo

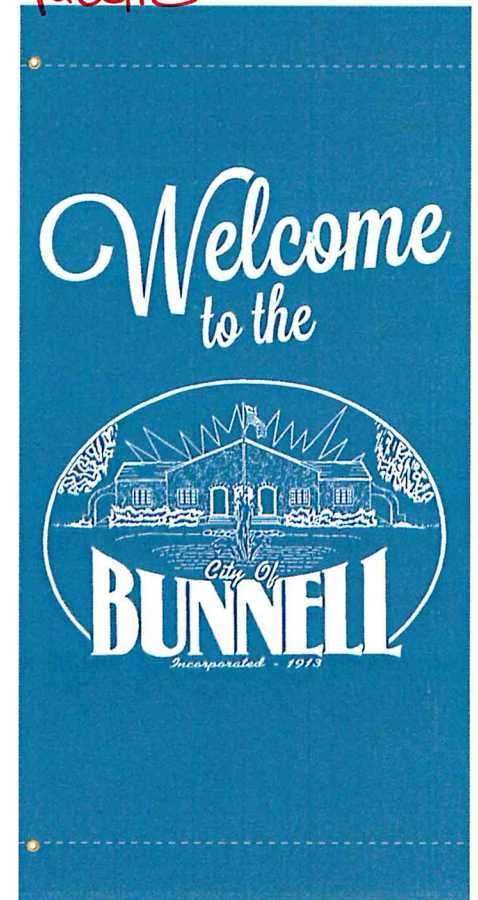
Ocean



De Bany



Pacific



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Street Banners | Custom

Banner Materials:

We offer three different banner materials and each has its own distinct look and application. Each banner uses a digital print process, capable of printing photos, shading, and fine detail.

We also carry **12 oz vinyl** short-term street banners. Call for pricing!

Vinyl

- 18 oz. Vinyl - Our Most Popular
- Recommended for light to moderate wind areas

Main Street

- Acrylic coated polyester material
- Recommended for high wind areas

Mesh

- Strong, double-sided vinyl mesh printed with vibrant UV resistant inks
- Excellent for high wind areas

Eye-Catching Digitally Printed

Outdoor Custom Street Banners

- This cutting-edge technique prints fine detail and banners read correctly on both sides
- 18oz. Vinyl, 12oz. Mesh and Main Street banners feature sewn seams and pole sleeves finished with grommets
- 18oz. Vinyl and 12oz. Mesh banners are printed with UV-resistant inks to slow fading
- The unique design of the Mesh Street Banner allows the air to flow through your banner which eases tension on your hardware
- Main Street and 12oz. Mesh banners are intended for use in high wind areas, while featuring the same print quality as vinyl



CARROT TIP:
If purchasing a street banner for existing hardware please call us for professional assistance.

VINYL STREET BANNERS - Standard Duty, Long Term use

SIZE	ITEM #	EACH	3+	6+	12+
17" x 36"	AF079173	\$96.00	\$55.00	\$38.00	\$33.50
23" x 48"	AF079234	103.00	76.00	63.00	55.00
30" x 60"	AF079360	138.00	108.00	98.00	82.00
30" x 84"	AF079384	166.00	139.00	129.00	108.00

MAIN STREET BANNERS - High Wind, Heaviest Material, Long Term use

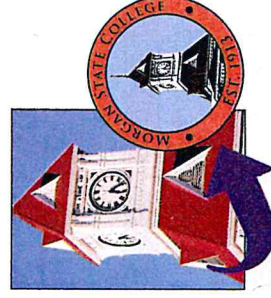
SIZE	ITEM #	3+	6+	12+	24+
17" x 36"	AF106173	\$66.00	\$62.00	\$58.00	\$53.50
23" x 48"	AF106234	99.00	94.00	89.50	85.50
29" x 60"	AF106360	130.00	125.00	119.00	113.50
29" x 84"	AF106384	170.00	162.00	155.00	148.00

MESH STREET BANNERS - High Wind, Advanced Light Material, Long Term use

SIZE	ITEM #	EACH	3+	6+	12+
17" x 36"	AF085173	\$99.00	\$61.00	\$42.00	\$36.50
23" x 48"	AF085234	109.00	79.00	69.00	62.00
30" x 60"	AF085360	149.00	109.00	99.00	89.00
30" x 84"	AF085384	169.00	139.00	129.00	115.00

Only have a photo to work with?

Our graphics team can create custom designs based on photos, logos or just your ideas!



Design Code:

ED - 002

ED - 003

ED - 004

ED - 005



What is the right size banner for my pole?

You want to get the largest size banner that your pole can accommodate both structurally and visually. The image below gives you a visual representation of the different size options available. Our representatives are ready to answer all of your questions, just give us a call!



STOCK SCREEN PRINT PRICING

Colors	18" X 36"	18" X 45"	30" X 60"	30" X 84"
1 ink	\$61	\$64	\$81	\$87
2 ink	\$67	\$70	\$90	\$98
3 ink	\$73	\$76	\$96	\$110
4 ink	\$79	\$82	\$103	\$120

PERSONALIZED IMPRINTS ARE AVAILABLE! Call us for details. It may be possible to change fabric colors on stock sunbrella designs if the color scheme will allow. This pricing assumes a 10 banner minimum; an extra charge will apply to smaller orders.

STOCK DIGITAL PRINT PRICING

18" X 36"	\$70.00
18" X 45"	\$75.00
30" X 60"	\$95.00
30" X 84"	\$105.00

WARRANTY INFORMATION

SCREEN PRINT BANNER WARRANTY:

Stock and custom screen print banner designs are printed on 100% marine acrylic fabric and carry a warranty of (3) three full years. Banners must be installed according to instructions on FibreFlex bracketing system and/or approved bracketing system.

DIGITAL PRINT BANNER WARRANTY:

Stock and custom digital print banner designs printed on 18 oz. reinforced blackout vinyl carry a warranty of (3) three full years. Banners must be installed according to instructions on FibreFlex bracketing system and/or approved bracketing system.

FIBREFLEX BANNERWARE WARRANTY:

Fibreflex bannerware is warranted for (8) full years. Warranty covers defects in materials and workmanship.

About our UV Clear Coating Process for Vinyl Banners:

We take the extra step of Clear Coating all of our digital banners which makes them last longer and always look sharp. This added value is vital to offering the absolute best product possible. CLEAR COATING is the process of screen-printing a clear, scratch resistant, UV resistant coating over the digitally printed banner. This process gives the banners extra life and renders them virtually impervious to fading. Call for a sample of a clear coated banner and ask our competitors to quote this added process.