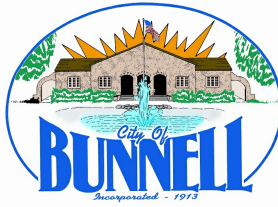


CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MEETING

Monday, February 27, 2017

7:00 PM

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

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Problem Gambling Awareness Month.

C. Consent Agenda:

C.1. Approval of Warrant

a. 2017 02 27 Warrant

C.2. Approval of Minutes

a. 2017 02 13 City Commission Minutes

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

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

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

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

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

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

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

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

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however,

comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

- E.1.** Ordinance 2017-03 Voluntarily Annexing ± .23 Acres of Property located in Flagler County- First Reading.
- E.2.** Ordinance 2017-05 Amending the Bunnell Code of Ordinance Chapter 54 Providing Regulations for Swale Maintenance. - First Reading.

F. Resolutions: (Legislative):

- F.1.** Resolution 2017-02 Non-Ad Valorem Refunding Revenue Note Series 2017
- F.2.** Resolution 2017-03 Authorizing WS Refunding Note
- F.3.** Resolution 2017-05 Amending the General Fund, General Debt Service Fund and Water Sewer Operating Budgets
- F.4.** Resolution 2017-07: Supporting Initiatives Raising the Age to Access Tobacco

G. Old Business:

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

H. New Business:

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

I. Reports:

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

City Manager's Newsletter for January 2017

- **Mayor and City Commissioners**

J. Call for Adjournment.

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

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

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

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on February 22, 2017



City of Bunnell, Florida

Agenda Item

ATTACHMENTS:

Description

2017 02 27 Warrant

Type

Warrant



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 02/27/2017

Post Dates - 02/27/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Faith Perry	Hall Security Deposit Refund	001-2201000	125.00
		Karen Harrison	Hall Security Deposit Refund	001-2201000	150.00
		Zack Pear	CANCELLED EVENT	001-2201000	175.00
					450.00
Department: 511 - Legislative					
		Flagler County Clerk of Courts	CREDIT Duplicate Payment 21	001-0511-511.3300	-18.50
		Bankcard Center	DECORATIONS FOR CHRISTM	001-0511-511.4900	1.26
		Bankcard Center	DECORATIONS FOR CHRISTM	001-0511-511.4900	18.00
		Bankcard Center	DECORATIONS FOR CHRISTM	001-0511-511.4900	2.00
		Bankcard Center	CREDIT - Tax Reimb	001-0511-511.4900	-1.26
			Department 511 - Legislative Total:		1.50
Department: 512 - Executive					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
		Bankcard Center	Common Ground Breakfast S	001-0512-512.5500	20.00
			Department 512 - Executive Total:		10.71
Department: 513 - Administrative Services					
		Document Technologies	LRM4Y00834 Copier Overage	001-0513-513.4700	5.17
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.24
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	11.27
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	89.00
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	12.00
		DG Hardware, Inc.	3 Keys for New City Hall	001-0513-513.5200	6.72
		DG Hardware, Inc.	3 Keys for New City Hall	001-0513-513.5200	0.17
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	176.82
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	29.69
		Christine Hancock	Mileage Reimb	001-0513-513.4000	55.85
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.26
			Department 513 - Administrative Services Total:		389.19
Department: 514 - Legal Counsel					
		Vose Law Firm, LLP	Monthly Flat Rate Legal Fees f	001-0514-514.3103	7,000.00
			Department 514 - Legal Counsel Total:		7,000.00
Department: 516 - Finance					
		Bankcard Center	Postage	001-0516-516.4200	32.65
			Department 516 - Finance Total:		32.65
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
			Department 517 - Information Technology Total:		-404.87
Department: 521 - Law Enforcement					
		Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
		Flagler County Innovation Tec	Software Maintenance - Tyler	001-0521-521.3400	7,264.95
		Flagler Chrysler Dodge Jeep, I	Diagnostic on Vehicle # 1102	001-0521-521.4620	89.99
		State of Florida Department o	CREDIT - PD	001-0521-521.4100	-396.94
		O'reilly Automotive Inc	CREDIT -Right Lower Front Co	001-0521-521.4620	-0.93
		DEX Imaging	Black Toner & Waste Toner B	001-0521-521.4200	8.00
		O'reilly Automotive Inc	Right Lower Front Control Ar	001-0521-521.4620	66.84
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	267.05
		O'reilly Automotive Inc	Head Lamp, Moog Tie & Side	001-0521-521.4620	114.25
		Flagler Chrysler Dodge Jeep, I	Replace ABS Module in Vehicl	001-0521-521.4620	316.00
		Palm Coast Ford	Rims - PD#1609	001-0521-521.4620	237.66
		Boulevard Tire Center	(2) Front Tires Vehcile 1609	001-0521-521.4620	210.76

Warrant

Payable Dates: - 02/27/2017 Post Dates: - 02/27/2017

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Boulevard Tire Center	(2) Front Tires Vehcile 1609	001-0521-521.4620	3.04
Boulevard Tire Center	(2) Front Tires Vehcile 1609	001-0521-521.4620	2.00
Boulevard Tire Center	(2) Front Tires Vehcile 1609	001-0521-521.4620	16.00
Ormond Fire & Safety	Annual Inspection on Fire Exti	001-0521-521.5200	195.70
Florida Power & Light	01235-95431 - GF PD - 601 E	001-0521-521.4300	9.72
Florida Power & Light	19639-02331 - GF PD - 411 S	001-0521-521.4300	9.72
Florida Power & Light	29732-82177 - GF PD - 201 E	001-0521-521.4300	9.72
Florida Power & Light	60520-97182 - GF PD - 205 S	001-0521-521.4300	9.72
Florida Power & Light	79034-46115 - GF PD - 410 S S	001-0521-521.4300	9.72
Florida Power & Light	93326-99348 - GF PD - 312 S S	001-0521-521.4300	9.72
DG Hardware, Inc.	Key Schlege	001-0521-521.5200	2.24
Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	589.64

Department 521 - Law Enforcement Total: 9,033.70

Department: 522 - Fire Control

Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
Bankcard Center	FD POLARIS MAINT / REPAIR	001-0522-522.4600	573.34
Palm Coast Heating & Air Con	Run New TSTAT Wire from Air	001-0522-522.4610	125.00
Flagler County Innovation Tec	Software Maintenance - Tyler	001-0522-522.3400	589.05
Ormond Fire & Safety	Annual Inspection of Fire Exti	001-0522-522.3400	525.32
Maudlin Daytona	Diagnose Squad Truck Check	001-0522-522.4620	303.81
Bunnell Auto Supply, Inc.	Oil, Fuel & Air Filter, Trans Flu	001-0522-522.4620	220.40
News Journal	News Tribue Ad for Fire Chief	001-0522-522.4800	40.00
Bunnell Auto Supply, Inc.	Battery, Plier & meter- FD#W	001-0522-522.4620	316.97
Sun Country Termite & Pest C	PEST CONTROL - FD	001-0522-522.3400	40.00
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	41.23
Bankcard Center	1897291 - Pump for W-92	001-0522-522.4620	1,928.63
Bankcard Center	Replacement Cones	001-0522-522.4620	162.58
Bankcard Center	CREDIT - Tax Reimb	001-0522-522.4620	-10.64
Florida Power & Light	95189-09859 - GF FD - 1601 O	001-0522-522.4300	170.04

Department 522 - Fire Control Total: 4,995.73

Department: 524 - Community Development

State of Florida Department o	CORRECTION Quarterly Buildi	001-0524-524.4900	-72.55
Document Technologies	LRM4Y00834 Copier Overage	001-0524-524.4700	5.17

Department 524 - Community Development Total: -67.38

Department: 541 - Road and Street Facilities

Grainger	Asphalt Rake	001-0541-541.5200	-83.00
BuildersFirst	CREDIT - Railroad Ties	001-0541-541.4600	-79.20
BuildersFirst	OFFSET DUPLICATE CREDIT IN	001-0541-541.5300	79.20
BuildersFirst	CREDIT	001-0541-541.5300	-45.84
Bankcard Center	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	127.36
Bankcard Center	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	91.53
Bankcard Center	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	14.16
Bankcard Center	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	173.45
Bankcard Center	VEHICLE MAINT/REPAIR FOR	001-0541-541.4620	22.50
DG Hardware, Inc.	Cable Tie	001-0541-541.5200	18.68
DG Hardware, Inc.	Flag	001-0541-541.5200	10.79
Bankcard Center	REV-X FOR TWO PICKUPS WIT	001-0541-541.4620	96.19
K & M Mower and Small Engi	EQUIPMENT MAINT / REPAIR	001-0541-541.4640	111.29
K & M Mower and Small Engi	EQUIPMENT MAINT / REPAIR	001-0541-541.4640	180.72
Bankcard Center	TRAVEL - National Pavement	001-0541-541.4000	256.40
Bankcard Center	TRAVEL - National Pavement	001-0541-541.4000	437.34
BuildersFirst	Supplies Dr Carter / Lemon St	001-0541-541.5300	-79.20
DG Hardware, Inc.	PW #918 BUCKET TRUCK MAI	001-0541-541.4620	23.39
DG Hardware, Inc.	PW #918 BUCKET TRUCK MAI	001-0541-541.4620	13.49
DG Hardware, Inc.	PW #918 BUCKET TRUCK MAI	001-0541-541.4620	3.58
DG Hardware, Inc.	PW #918 BUCKET TRUCK MAI	001-0541-541.4620	4.64
DG Hardware, Inc.	PW #918 BUCKET TRUCK MAI	001-0541-541.4620	4.49
Bunnell Auto Supply, Inc.	Coupling, Hose & Razor - PW#	001-0541-541.4620	143.62
Bunnell Auto Supply, Inc.	Adapters, Tape & Cable Tie -	001-0541-541.4620	8.74

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Michael Baker Jr. Inc.	Engineering Design Services f	001-0541-541.6300	4,181.57
Florida Power & Light	16455-03937 SPLIT - PW/WS	001-0541-541.4300	132.07
Halifax Paving, Inc.	ASPHALT FOR POT HOLE REPA	001-0541-541.5300	25.00
Halifax Paving, Inc.	ASPHALT FOR POT HOLE REPA	001-0541-541.5300	556.16
Nicholson A/C & Heating, Inc.	ICE MACHINE RENTAL	001-0541-541.4400	130.00
Florida Power & Light	73276-60176 - GF PW - 212 1/	001-0541-541.4300	10.84
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	232.31
DG Hardware, Inc.	Masking Tape, Car Wax & Dril	001-0541-541.5200	18.32
Medi-Quick Urgent Care	DOT Physical - Perry Mitrano	001-0541-541.3400	15.00
Florida Power & Light	37390-07957 - GF PW - Street	001-0541-541.4300	3,174.79
Florida Power & Light	37400-05982 - GF PW - Traffic	001-0541-541.4300	169.65
O'reilly Automotive Inc	Wiper Blades - #912	001-0541-541.4620	19.95
UniFirst Corporation	UNIFORMS	001-0541-541.5220	44.39
DG Hardware, Inc.	Tape Measure	001-0541-541.5200	8.63
Bankcard Center	TAPE FOR TRAFFIC COUNTER	001-0541-541.5200	61.34
Florida Power & Light	25840-57588 2250 N Hwy US	001-0541-541.4300	11.05
Florida Power & Light	56811-06810 - GF PW - 208 S	001-0541-541.4300	122.12
Florida Power & Light	56821-04848 - GF PW - 202 S	001-0541-541.4300	23.35
Florida Power & Light	56831-02874 - GF PW - 200 S	001-0541-541.4300	70.07
Florida Power & Light	66311-06884 - GF PW - 200 S	001-0541-541.4300	24.63
Florida Power & Light	67468-67586 2540 Hwy US1 I	001-0541-541.4300	10.86
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	49.00
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	29.40
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	32.00
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	319.00
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	34.00
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	72.00
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	72.00
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	106.80
Central Florida Street Signs, In	PW STREET SIGNS, POSTS, BR	001-0541-541.5310	78.00
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0541-541.3400	30.00
Andrew King Mobile Welding	Plate - PW#918	001-0541-541.4620	150.00
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	158.43
DG Hardware, Inc.	Ace Snips	001-0541-541.5200	12.59
UniFirst Corporation	UNIFORMS	001-0541-541.5220	45.19
Bankcard Center	CREDIT - Tax Reimb	001-0541-541.5100	-0.33
Capital Office Products	CORK PANELS & BINDER INDE	001-0541-541.5100	12.00
Capital Office Products	CORK PANELS & BINDER INDE	001-0541-541.5100	1.24
DG Hardware, Inc.	Square Key	001-0541-541.5200	0.71
Bankcard Center	Pole Prunner	001-0541-541.5264	509.95
DG Hardware, Inc.	fastners	001-0541-541.5200	0.36

Department 541 - Road and Street Facilities Total: 12,288.76

Department: 572 - Parks and Recreation

DG Hardware, Inc.	Rust Remover	001-0572-572.5200	7.64
Bankcard Center	HISTORIC CITY HALL URINAL R	001-0572-572.5200	40.00
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	64.43
The Lake Doctors, Inc	MONTHLY MAINTENANCE - HI	001-0572-572.3400	90.00
UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.42
K & M Mower and Small Engi	Carburaetor,Hose,Filter,Wash	001-0572-572.4640	157.02
Florida Power & Light	14322-90094 - GF PW - 202 S	001-0572-572.4300	1,247.57
Florida Power & Light	24515-76322 300 Citrus St - P	001-0572-572.4300	87.62
Florida Power & Light	28635-95142 - GF PR - 400 E	001-0572-572.4300	67.74
Florida Power & Light	66101-01831 - GF PR / PD - 20	001-0572-572.4300	391.46
DG Hardware, Inc.	Filter	001-0572-572.5200	23.38
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	37.00
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	30.00
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	89.73
UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.70

Warrant
(None)

Payment Date

Vendor Name
DG Hardware, Inc.

Payable Dates: - 02/27/2017 Post Dates: - 02/27/2017

Description (Payable)	Account Number	Amount
Cleaners, Gloves & Plug-ins	001-0572-572.5200	106.99
Department 572 - Parks and Recreation Total:		2,479.70
Fund 001 - GENERAL FUND	Total:	36,209.69

Warrant

Payable Dates: - 02/27/2017 Post Dates: - 02/27/2017

(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	OFFICE SUPPLIES - AMAZON	401-0533-533.5102	11.84
		Bankcard Center	OFFICE SUPPLIES - AMAZON	401-0533-533.5102	22.01
		Bankcard Center	OFFICE SUPPLIES - AMAZON	401-0533-533.5102	8.32
		Bankcard Center	CREDIT LID FOR ACID TANK W	401-0533-533.4640	-153.04
		Ring Power Corporation	GENERATOR SERVICE AGREE	401-0533-533.3401	1,764.00
		DG Hardware, Inc.	Roller Cover, Buckets & Wate	401-0533-533.5205	65.03
		DG Hardware, Inc.	Screws & Fastners	401-0533-533.5205	23.99
		Bankcard Center	TRAINING BOOKS FOR FWPC	401-0533-533.5500	153.00
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0533-533.3401	11.22
		Document Technologies	LRM4Y00834 Copier Overage	401-0533-533.4700	15.50
		Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0533-533.4300	66.04
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	420.00
		Bankcard Center	STORAGE SHELVING SUPPLIES	401-0533-533.5205	22.66
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	90.51
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	98.63
		Medi-Quick Urgent Care	DOT Physical - Perry Mitrano	401-0533-533.3401	20.00
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.11
		Florida Power & Light	08857-07703 - WS - 1605 E M	401-0533-533.4300	2,644.32
		Florida Power & Light	23515-07823 - WS - 37 Briarw	401-0533-533.4300	12.94
		Florida Power & Light	39472-13538 801 Hymon Cir -	401-0533-533.4300	5.82
		Florida Power & Light	59268-64496 - WS - 1605 E M	401-0533-533.4300	81.02
		Nextran	Cobra Inverter - UT#931	401-0533-533.4620	284.38
		Sun Country Termite & Pest C	PEST CONTROL WTP & WWTP	401-0533-533.3401	30.00
		Advanced Auto Parts	Steering Shift Tube - UT#931	401-0533-533.4620	40.65
		Advanced Auto Parts	Shift Select Lever - UT#931	401-0533-533.4620	61.00
		Bankcard Center	FDEP OCP Renewal Licenses	401-0533-533.5500	50.00
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	47.10
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		Bankcard Center	CREDIT - Tax Reimb	401-0533-533.5102	-0.34
		Barrett Supply, Inc.	CLX ANNUAL REAGENT FOR T	401-0533-533.5205	263.27
		DG Hardware, Inc.	OPERATING SUPPLIES	401-0533-533.5205	5.34
		Capital Office Products	CORK PANELS & BINDER INDE	401-0533-533.5102	11.99
		Capital Office Products	CORK PANELS & BINDER INDE	401-0533-533.5102	1.24
		Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0533-533.5205	4,765.55
Department 533 - Water Utility Services Total:					10,994.32
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	OFFICE SUPPLIES - AMAZON	401-0535-535.5100	11.98
		Bankcard Center	OFFICE SUPPLIES - AMAZON	401-0535-535.5100	22.02
		Bankcard Center	OFFICE SUPPLIES - AMAZON	401-0535-535.5100	6.99
		Bankcard Center	OFFICE SUPPLIES - AMAZON	401-0535-535.5100	8.32
		Ring Power Corporation	GENERATOR SERVICE AGREE	401-0535-535.3400	1,131.00
		Ring Power Corporation	GENERATOR SERVICE AGREE	401-0535-535.3400	1,764.00
		Ring Power Corporation	GENERATOR SERVICE AGREE	401-0535-535.3400	1,131.00
		DG Hardware, Inc.	Roller Cover, Buckets & Wate	401-0535-535.5200	65.02
		DG Hardware, Inc.	Screws & Fastners	401-0535-535.5200	23.99
		Bankcard Center	TRAINING BOOKS FOR FWPC	401-0535-535.5500	153.00
		Sunshine State One Call of Flo	Monthly Assessment Billing L	401-0535-535.3400	11.22
		Florida Power & Light	06115-08987 - WS - 501 Deen	401-0535-535.4300	26.87
		Document Technologies	LRM4Y00834 Copier Overage	401-0535-535.4700	15.50
		Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0535-535.4300	66.03
		Florida Power & Light	16525-04919 - WS - 305 S Tol	401-0535-535.4300	4,946.56
		Florida Power & Light	16885-09957 - WS - 103 Deen	401-0535-535.4300	25.78
		DG Hardware, Inc.	Screw Set	401-0535-535.5200	15.29
		Florida Power & Light	27076-01973 - WS - 321 S Bay	401-0535-535.4300	17.28

(None)

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Florida Power & Light	27516-03917 - WS - 1200 Linc	401-0535-535.4300	56.26
	Bankcard Center	STORAGE SHELVING SUPPLIES	401-0535-535.5200	22.66
	Advanced Enviromental Labor	BLANKET PO - WWTP LAB TES	401-0535-535.3400	588.50
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	3.80
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	72.82
	Medi-Quick Urgent Care	DOT Physical - Perry Mitrano	401-0535-535.3400	20.00
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	26.82
	News Journal	RFQ 2017-01 Legal Ad	401-0535-535.4800	242.61
	KED Group, Inc.	WWTP POLYMER	401-0535-535.5200	1,296.00
	Florida Power & Light	09445-94365 - WS - 2904 E H	401-0535-535.4300	13.03
	Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	309.76
	Florida Power & Light	01408-42220 - WS - 237 Gran	401-0535-535.4300	44.10
	Florida Power & Light	05365-06116 - WS - 612 N Or	401-0535-535.4300	17.30
	Florida Power & Light	26391-00821 - WS - 1004 S St	401-0535-535.4300	34.42
	Florida Power & Light	34080-03816 - WS - 410 N An	401-0535-535.4300	61.21
	Florida Power & Light	38244-16469 - WS - 301 S An	401-0535-535.4300	227.25
	Florida Power & Light	39472-13538 801 Hymon Cir -	401-0535-535.4300	5.83
	Florida Power & Light	76171-09884 - WS - 1200 E M	401-0535-535.4300	82.93
	Florida Power & Light	82864-01883 - WS - 2250 Old	401-0535-535.4300	56.90
	Florida Power & Light	95527-02467 - WS - 1300 S U	401-0535-535.4300	25.80
	DG Hardware, Inc.	Wire & Terminal Ring	401-0535-535.5200	15.26
	Sun Country Termite & Pest C	PEST CONTROL WTP & WWTP	401-0535-535.3400	30.00
	Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	31.22
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26
	Bankcard Center	CREDIT - Tax Reimb	401-0535-535.5100	-0.33
	Barrett Supply, Inc.	CLX ANNUAL REAGENT FOR T	401-0535-535.5200	263.28
	DG Hardware, Inc.	OPERATING SUPPLIES	401-0535-535.5200	1.21
	Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	220.16
	Capital Office Products	CORK PANELS & BINDER INDE	401-0535-535.5100	11.99
	Capital Office Products	CORK PANELS & BINDER INDE	401-0535-535.5100	1.24
	Sunstate Meter & Supply Inc	METERS AND METER PARTS	401-0535-535.5200	4,765.56
	DG Hardware, Inc.	PVC Pipe, Adapter & Clean Ou	401-0535-535.5200	36.84
	Department 535 - Sewer / Wastewater Services Total:			17,793.24
	Fund 401 - ENTERPRISE FUND			Total: 28,787.56

Warrant

Payable Dates: - 02/27/2017 Post Dates: - 02/27/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	659.35
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,177.92
		Environmental Land Services	Blanket Po Hurricane Matthe	402-0534-534.3400	4,729.22
		Environmental Land Services	Roll off container for FCSB	402-0534-534.3400	265.00
		Reliable Transmission Service	SWEEPER MAINTENANCE / RE	402-0534-534.4620	1,432.25
		Express On Site Services, Inc	FRONT LOADER REPAIR SERVI	402-0534-534.4620	250.00
		Express On Site Services, Inc	FRONT LOADER REPAIR SERVI	402-0534-534.4620	2,500.00
		Express On Site Services, Inc	FRONT LOADER REPAIR SERVI	402-0534-534.4620	500.00
		Express On Site Services, Inc	FRONT LOADER REPAIR SERVI	402-0534-534.4620	200.00
		Express On Site Services, Inc	FRONT LOADER REPAIR SERVI	402-0534-534.4620	1,200.00
		Express On Site Services, Inc	FRONT LOADER REPAIR SERVI	402-0534-534.4620	200.00
		Express On Site Services, Inc	FRONT LOADER REPAIR SERVI	402-0534-534.4620	750.00
		Reliable Transmission Service	CREDIT - Core Deposit	402-0534-534.4620	-1,000.00
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	3,915.04
		Rush Truck Centers of Florida	CREDIT - TAX REF Fan Blad an	402-0534-534.4620	-30.94
		Bunnell Auto Supply, Inc.	Hydraulic Oil - SW#905	402-0534-534.4620	85.98
		Bunnell Auto Supply, Inc.	Hydraulic Hose & Fittings- SW	402-0534-534.4620	151.43
		Document Technologies	LRM4Y00834 Copier Overage	402-0534-534.4700	10.32
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	22.97
		Medi-Quick Urgent Care	DOT Physical - Perry Mitrano	402-0534-534.3400	20.00
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.20
		Bunnell Auto Supply, Inc.	Connector & Clearance Displa	402-0534-534.4620	44.96
		Bunnell Auto Supply, Inc.	Connector	402-0534-534.4620	9.90
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,042.81
		Advanced Auto Parts	Power Plug	402-0534-534.4620	2.94
		Advanced Auto Parts	Locking Ties & Prim Wire	402-0534-534.4620	66.46
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	46.07
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	741.67
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		Nextran	Switches - SW#929	402-0534-534.4620	44.88
		Bankcard Center	CREDIT - Tax Reimb	402-0534-534.5100	-0.34
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,130.81
		Department 534 - Garbage / Solid Waste Control Services Total:			29,205.37
		Fund 402 - SOLID WASTE Total:			29,205.37

Warrant

Payable Dates: - 02/27/2017 Post Dates: - 02/27/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 502 - Municipal Complex Building Fund					
Department: 519 - Municipal Complex					
		Ring Power Corporation	GENERATOR SERVICE AGREE	502-0519-519.3401	1,131.00
		Sun Country Termite & Pest C	MUNICIPAL COMPLEX TERMIT	502-0519-519.3401	175.00
		Florida Power & Light	02735-15254 - GF 201 W Moo	502-0519-519.4300	40.47
		Florida Power & Light	08456-32520 - GF - 201 W Mo	502-0519-519.4300	651.13
		Florida Power & Light	47802-16398 - GF - 201 W Mo	502-0519-519.4300	1,003.72
		Florida Power & Light	50935-93118 - GF - 201 W Mo	502-0519-519.4300	42.48
		Florida Power & Light	51926-14112 - 201 W Moody	502-0519-519.4300	152.77
		Florida Power & Light	56661-53118 201 W Moody B	502-0519-519.4300	80.78
		Palm Coast Heating & Air Con	MUNICIPAL CITY HALL A/C DI	502-0519-519.3401	50.00
		Department 519 - Municipal Complex Total:			3,327.35
		Fund 502 - Municipal Complex Building Fund Total:			3,327.35
		Grand Total:			97,529.97

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	36,209.69
401 - ENTERPRISE FUND	28,787.56
402 - SOLID WASTE	29,205.37
502 - Municipal Complex Building Fund	3,327.35
Grand Total:	97,529.97

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3300	Recording Fees	-18.50
001-0511-511.4900	Other Current Chgs & O	20.00
001-0512-512.4100	Communications Expens	-9.29
001-0512-512.5500	Training	20.00
001-0513-513.4000	Travel / Per Diem	55.85
001-0513-513.4400	Rental / Lease Expense	112.27
001-0513-513.4700	Printing / Binding Expen	211.68
001-0513-513.5200	Operating Expenses	6.89
001-0513-513.5220	Uniforms Exp	2.50
001-0514-514.3103	Legal Services - Administ	7,000.00
001-0516-516.4200	Postage	32.65
001-0517-517.4100	Communications Expens	-10.87
001-0517-517.5200	Operating Supplies	-394.00
001-0521-521.3400	Other Contract Services	7,264.95
001-0521-521.4100	Communications Expens	-407.81
001-0521-521.4200	Postage	8.00
001-0521-521.4300	Utility - Public Services	58.32
001-0521-521.4620	Repair / Maint - Vehicles	1,055.61
001-0521-521.5200	Operating Supplies	197.94
001-0521-521.5210	Fuel	856.69
001-0522-522.3400	Other Contract Services	1,154.37
001-0522-522.4300	Utility - Public Services	170.04
001-0522-522.4600	Repair / Maint - Service	573.34
001-0522-522.4610	Repair / Maint - Bldgs	125.00
001-0522-522.4620	Repair / Maint - Vehicles	2,921.75
001-0522-522.4800	Advertising / Promo Exp	40.00
001-0522-522.5200	Operating Supplies	-30.00
001-0522-522.5210	Fuel	41.23
001-0524-524.4700	Printing / Binding Expen	5.17
001-0524-524.4900	Other Current Chgs & O	-72.55
001-0541-541.3400	Other Contract Services	45.00
001-0541-541.4000	Travel / Per Diem	693.74
001-0541-541.4300	Utility - Public Services	3,749.43
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4620	Repair / Maint - Vehicles	897.09
001-0541-541.4640	Equipment Repair & Mai	292.01
001-0541-541.5100	Office Supplies Expenses	12.91
001-0541-541.5200	Operating Supplies	48.42
001-0541-541.5210	Fuel	390.74
001-0541-541.5220	Uniforms Exp	89.58
001-0541-541.5264	Small Equipment Purcha	509.95
001-0541-541.5300	Road Repair Local Optio	535.32
001-0541-541.5310	Signage	792.20
001-0541-541.6300	Improvements - Other T	4,181.57
001-0572-572.3400	Other Contract Services	157.00
001-0572-572.4300	Utility - Public Services	1,794.39
001-0572-572.4640	Repair/Maint - Equipme	157.02
001-0572-572.5200	Operating Supplies	178.01

Completed by

 Approved by


Account Summary

Account Number	Account Name	Expense Amount
001-0572-572.5210	Fuel	154.16
001-0572-572.5220	Uniforms Exp	39.12
001-2201000	Deposits Paybl - CtyHall/	450.00
401-0533-533.3401	Other Contract Services	2,245.22
401-0533-533.4100	Communications Expens	-12.42
401-0533-533.4300	Utility - Public Services	2,810.14
401-0533-533.4620	Repair / Maint - Vehicles	386.03
401-0533-533.4640	Repair / Maint - Equipm	-153.04
401-0533-533.4700	Printing / Binding Expen	15.50
401-0533-533.5102	Office Supplies - Water	55.06
401-0533-533.5205	Operating Supplies Exp -	5,145.84
401-0533-533.5210	Fuel	236.24
401-0533-533.5220	Uniforms Exp	62.75
401-0533-533.5500	Training	203.00
401-0535-535.3400	Other Contract Services	4,675.72
401-0535-535.4100	Communications Expens	-4.30
401-0535-535.4300	Utility - Public Services	5,707.55
401-0535-535.4700	Printing / Binding Expen	15.50
401-0535-535.4800	Advertising / Promo Exp	242.61
401-0535-535.5100	Office Supplies Expenses	62.21
401-0535-535.5200	Operating Supplies	6,979.03
401-0535-535.5210	Fuel	107.84
401-0535-535.5220	Uniforms Exp	54.08
401-0535-535.5500	Training	153.00
401-0535-535.6300	Improvements - Other T	-200.00
402-0534-534.3400	Other Contract Services	21,280.80
402-0534-534.4620	Repair/Maint Vehicles -	6,407.86
402-0534-534.4700	Printing & Binding - Soli	10.32
402-0534-534.5100	Office Supplies Expenses	-0.34
402-0534-534.5210	Fuel	1,470.06
402-0534-534.5220	Uniforms - Solid Waste	36.67
502-0519-519.3401	Other Contract Services	1,356.00
502-0519-519.4300	Utility Public Service	1,971.35
	Grand Total:	97,529.97

Project Account Summary

Project Account Key	Expense Amount
None	92,779.49
2016-Christmas Exp	21.26
34	4,729.22
	Grand Total: 97,529.97



City of Bunnell, Florida

Agenda Item

ATTACHMENTS:

Description

2017 02 13 City Commission Minutes

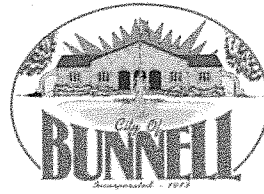
Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

BONITA ROBINSON

BUNNELL CITY COMMISSION MINUTES

Monday, February 13, 2017

7:00 PM

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

A. Call Meeting to Order and Pledge Allegiance to the Flag: Mayor Robinson called the meeting to order at 7:00 PM and led the pledge of Allegiance to the Flag.

Roll Call: Present: Mayor Catherine D. Robinson, Vice Mayor John Rogers, Commissioner Elbert Tucker, Commissioner Bill Baxley, City Manager Dan Davis, City Attorney Wade Vose, Senior IT Analyst Donnie Wines and City Clerk Sandra Bolser.

Excused: Commissioner Bonita Robinson

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

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Presentation: Flagler Palm Coast High School SWAT Club: Daniel Thomas, Kamrin Bun, and Anabella Giuliano provided a PowerPoint presentation on raising the smoking from 18 to 21. They requested a letter of support from the City. Mayor Robinson advised the City would present a Resolution at the next Commission meeting.

C. Consent Agenda:

C.1. Approval of Warrant

- a. 2017 02 13 Warrant

C.2. Approval of Minutes

- a. 2017 01 23 City Commission Minutes

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

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

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

Motion: Approve the Consent Agenda.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Baxley

Public Comments: None

Board Comments: 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. Justin White requested the City look into pursuing the installation of a traffic signal at Chapel Street and SR-100. He advised he knows the Florida Department of Transportation (FDOT) regulates the State roads, but the current situation makes it almost impossible to safely access SR-100 from any of the side streets.

Ms. Daisy Henry invited the Commission and Staff to a fund raiser for the Carver Gym. The event is Motown Madness and is scheduled for March 25th from 6:00pm to 10:00pm.

Ms. Henry also requested the City continue to work on unregistered/unlicensed vehicles. She acknowledged some work is being done, but she stated there is a business on US-1 that has old rusted out cars outside their fence and grass has grown all up around them. There are still problems on Drain Street with unlicensed cars.

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2017-02: Non-Ad Valorem Refunding Revenue Note Series 2017: City Attorney Vose advised this item is being pulled from the agenda by staff.

F.2. Resolution 2017-03: Authorizing WS Refunding Note: City Attorney Vose advised this item is being pulled from the agenda by staff.

F.3. Resolution 2017-04: Amending Water and Sewer Operating Budget: Attorney Vose read the short title of the Resolution into the record. City Manager Davis reviewed the Resolution.

Motion: Adopt Resolution 2017-04: Amending Water and Sewer Operating Budget.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Tucker

Public Comments: None

Board Comments: None

Vote: Motion carried unanimously.

F.4. Resolution 2017-05: Amending Budget: City Attorney Vose advised this item is being pulled from the agenda by staff.

F.5. Resolution 2017-06: Commending the Florida Association of City Clerks for its 45th Anniversary: Attorney Vose read the short title of the Resolution. City Manager Davis reviewed the Resolution.

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

Motion by: Commissioner Tucker

Seconded by: Vice Mayor Rogers

Public Comments: None

Board Comments: None

Vote: Motion carried unanimously.

G. Old Business: None

H. New Business:

H.1. Interlocal Agreement Between the City of Flagler Beach and the City of Bunnell for Services of City Engineer: City Manager Dan Davis reviewed the Agreement and introduced Fred Griffith.

Motion: Approve the Interlocal Agreement Between the City of Flagler Beach and the City of Bunnell for Services of City Engineer.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Baxley

Public Comments: None

Board Comments: Vice Mayor Rogers commended the City Manager for working with the City of Flagler Beach to make this happen. He expressed his appreciation for the way the City Manager was thinking out-side the box on this. Commissioner Baxley stated he agreed with Vice Mayor Rogers statement. The Commissioners welcomed Mr. Griffith.

Vote: Motion carried unanimously.

I. Reports:

City Clerk: Ms. Bolser thanked the City Commission for supporting the Clerk's office's Florida Association of City Clerks (FACC) membership. This organization provides fundamental tools such as the annual training and the ability to network with other cities.

City Attorney: Mr. Vose explained that the items were pulled from the agenda due to some minor last minute changes. Although the changes weren't significant, he felt it was better to bring it back to the next meeting.

City Manager: Mr. Davis reported Public Works Director, Perry Mitrano just attended an Asphalt/Paving seminar. There are new paving and road repair materials and techniques available. Some folks from the conference will be coming to the City to talk about what is available and how these materials and techniques could benefit the City.

The traffic study is ongoing on Hymon Circle, Drain Street, Booe Street and Martin Luther King. The study will be extended to include Magnolia and Elm Streets. There has not been any excessive speeding being reported, but there has been some stop sign violations. The Police Department is utilizing the ghost car throughout the City to create a presence and serve to slow traffic down.

The City will be utilizing a State Lobbyist from Gentry and Associates for the next three months to move the Commerce Parkway project forward. These services will be at no cost to the City.

Staff is planning a retirement celebration for Chief Fraser on March 31st. Chief Fraser has enjoyed a 27-year career with the City of Bunnell. Please mark your calendar and additional information will be forthcoming.

Mayor and City Commissioners: Vice Mayor Rogers asked the City to have the contractors working long US-1 to remove their barricades off the median vegetation.

Commissioner Tucker asked when the City approaches FDOT about the traffic signal request, could they could also talk to them about a right-hand turn lane onto SR-100 from US-1.

J. Call for Adjournment:

Motion: Adjourn the meeting at 7:49 p.m.

Motion by: Commissioner Baxley

Seconded by: Vice Mayor Rogers

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date



City of Bunnell, Florida

Agenda Item

Document Date: 2/9/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Request to re-appoint Kathryn Davis as a regular board member to the Code Enforcement Board for another three year term.
Agenda Section: Consent Agenda:

Summary/Highlights:

This is a request to re-appoint Kathryn Davis to serve as a regular member on the Code Enforcement Board.

Background:

Kathryn Davis was originally appointed to serve on the Code Enforcement Board in 2011. In 2014, she was re-appointed to serve another three year term. Mrs. Davis' current term expires at the end of February 2017.

From the Bunnell Code of Ordinances:

Sec. 2-131. Created; organization.

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

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

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

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

Staff has confirmed Mrs. Davis wishes to continue to serve on the Code Enforcement Board.

Staff Recommendation:

Re-appoint Kathryn Davis as a regular member of the Code Enforcement Board for another three year term.

City Attorney Review:

Finance Department Review/Recommendation:



City of Bunnell, Florida

Agenda Item

Document Date: 2/15/2017 Amount: N/A
Department: City Manager Account #: N/A
Subject: Request to re-appoint Mr. Peter Young as the City Commission appointed member of the Volunteer Firefighters' Retirement System
Agenda Section: Consent Agenda:

Summary/Highlights:

This is a request to re-appoint Mr. Young to serve an additional 2-year term on the Volunteer Firefighters' Retirement Systems.

Background:

The Bunnell Code of Ordinances: Section 34-73 Board of Trustees.

(a)

The sole and exclusive administration of and responsibility for the proper operation of the system and for making effective the provisions of this subdivision is hereby vested in a board of trustees. The board is hereby designated as the plan administrator. The board shall consist of five trustees, two of whom, unless otherwise prohibited by law, shall be legal residents of the city, who shall be appointed by the city commission, and two of whom shall be members of the system, who shall be elected by a majority of the firefighters who are members of the system. The fifth trustee shall be chosen by a majority of the previous four trustees as provided for herein, and such person's name shall be submitted to the city commission. Upon receipt of the fifth person's name, the city commission shall, as a ministerial duty, appoint such person to the board of trustees as its fifth trustee. The fifth trustee shall have the same rights as each of the other four trustees appointed or elected as herein provided and shall serve a two-year term unless he sooner vacates the office. Each resident trustee shall serve as trustee for a period of two years, unless he sooner vacates the office or is sooner replaced by the city commission at whose pleasure he shall serve. Each member trustee shall serve as trustee for a period of two years, unless he sooner leaves the employment of the city as a firefighter or otherwise vacates his office as trustee, whereupon a successor shall be chosen in the same manner as the departing trustee. Each trustee may succeed himself in office. DROP participants can be elected as but not vote for elected trustees. The board shall establish and administer the nominating and election procedures for each election. The board shall meet at least quarterly each year. The board shall be a legal entity with, in addition to other powers and responsibilities contained herein, the power to bring and defend lawsuits of every kind, nature, and description.

Staff has confirmed Mr. Young desires to continue to serve on the Board of Trustees for the Volunteer Firefighters' Retirement Board.

Staff Recommendation:

Re-appoint Mr. Young to serve on the Board of Trustees for the Volunteer Firefighters' Retirement Board for

another 2-year term ending December 2018.

City Attorney Review:

Finance Department Review/Recommendation:



City of Bunnell, Florida

Agenda Item

Document Date: 2/10/2017 Amount: 0.00
Department: IT Account #: N/A
Subject: Request to Update Policy 1002.0 Public Records Request
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Draft Policy 1002.0 Public Records Request	Exhibit

Summary/Highlights:

Update of City of Bunnell Policy 1002.0 Public Records Request.

Background:

In reviewing the Public Records Requests Policy it was discovered the policy needed to be corrected and updated.

Staff Recommendation:

Staff recommends approving the update to City of Bunnell Policy 1002.0 Public Records Request.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

1002.0 PUBLIC RECORDS REQUEST

POLICY:

The City of Bunnell shall respond to all requests for Public Records in a timely manner, ~~and~~ consistent with the applicable laws regarding such records. This policy establishes procedures for handling public record requests. All City records are considered public records and shall be made available to the public, unless there is a specific exemption in the Florida Statutes. This policy also establishes a fee for the copying of records and any time spent by staff researching and fulfilling public record requests. This policy sets forth responsibilities and guidelines for the handling of monies received.

PROCEDURE:

1. The Records Function is an element within each Department, with overall guidance and responsibility residing in the City Clerk's office.
2. Each Department Records Specialist shall assure that all files are maintained in an up-to-date manner and in accordance with all legal requirements.
3. Each Department Records Specialist shall maintain a filing system for all records for easy retrieval of records.
4. Employees shall not, except for authorized use, remove any records, cards, reports, letters, documents, or other official elements from any City records file, except by due process of law. Employees shall at all times observe and conform strictly to this rule. When it is necessary, in the performance of his/her official duties, to temporarily remove City records from any office where they are maintained for authorized use, employees will replace the record with a signed "charge out" card stating who has the record and what date it was removed from the file. The charge out card is removed when the record is returned.
5. Public record requests from any person shall be honored in a reasonable amount of time. Requests can be made in writing, by email, fax, phone call, or in person.
6. **IMPORTANT! At no time may a City employee require any personal information such as name, address, phone number or email address of the requestor. The requestor can remain anonymous, and does not have to state a reason why they want the record(s). City employees also cannot require that a request be made in writing.** Any City employee may accept a request for Public Records. If the request was not made in writing, the employee should complete a Public Record Request form noting the date and time the request was made. Ensure the City Clerk receives a copy of all requests made directly to departments so that it can be logged.
7. Florida State Statute (FSS) Section 119.07 authorizes the imposition of a special service charge when the nature or volume of public records to be inspected or copied is such as to require extensive clerical or supervisory assistance, or both. It is considered extensive if the request will require more than 30 minutes of the clerk's time to complete. The charge assessed should be based on the hourly wage of the lowest paid clerk that would have normally handled the request times 1.26 to (to account for benefits) times the actual number of hours it took to comply with the request. Do not include time spent copying paper

records when charging an hourly fee. Time spent copying has already been calculated into the per page copying charge.

8. If the request is for more than 20 pages of paper, this agency may charge 15 cents per page, postage when applicable, and actual costs of items such as CDs, DVDs, commercial copying of large scale plans, and developing of photographs, etc. The City is not allowed to profit on afore mentioned items. If the anticipated costs of fulfilling the request are extensive, the City Clerk or department handling the request is encouraged to require a deposit payable in advance. Upon receipt of monies due, the requester will receive said records. (Note: Do not make copies of 200 pages of records and spend 3 hours compiling records before notifying the requestor of the anticipated charges and receiving a deposit. Often, requestors are not aware of costs associated with a request and will elect not to pay upon notification.)
9. It is highly encouraged to provide as many records as possible by email or CD. This cuts down on expenses, both for the requestor and the City. (Keep in mind; you cannot require the requestor to provide an email address. You can suggest it, but if they want paper, provide and charge them.)
10. Florida State Statutes do not require electronic records to be provided in any other format than it already exists. (For example: If a record is currently available in Microsoft Word, that is the only electronic version you are required to release. You do not have to convert to Microsoft Excel just because it was requested in that format).
11. For a complete list of all exemptions to public records refer to FSS 119. Here are a few of the most common exemptions:
 - a. Redact all SSNs from records before releasing.
 - b. Names, phone numbers, addresses, likenesses (photos), and school locations of all current and prior law enforcement officers, firefighters, code enforcement officers, and the family members of each.
 - c. Site Plans and surveys of all water or wastewater treatment facilities.
 - d. Traffic Crash Reports are confidential and exempt from production under FSS 316.066 for a period of sixty (60) days after the date the report is filed. Those parties/persons entitled to receive a copy of the crash report are listed in FSS 316.066.
 - e. Any reference to the identity of the victim of a sex crime is redacted prior to the release of any copy of such incident. Exceptions to this rule are those authorized to receive this information (i.e. other law enforcement agencies, Attorney General, DCF etc.)
 - f. According to FSS 119.07, any victim of a sexual battery, aggravated child abuse or domestic violence may request in writing to have his/her employment and residence address and telephone number protected from access to the public. Any such written request should be forwarded to the Records Function of the Bunnell Police

Department to be attached to the front of the report.

- g. Statements and other auxiliary paperwork may be released upon request if the incident is not a crime, or is a crime with no further anticipated arrests pending.
- h. The investigative or case file of an open case is not available to the public without legal recourse per FSS 119.
- i. Requests for copies out of the investigative portion of an incident report are not available without approval of the State Attorney's Office.

12. 12.—A record that contains some exempt information cannot be withheld in its entirety from the requestor, unless the entire record is exempt. Exempt information shall be redacted by one of the following methods:

- a. ~~making~~ Making a copy of the original recording and blacking out the exempt portions, ~~either~~ with a black marker, then making a copy of the redacted page.
- b. ~~on paper copies, or b~~Black highlight on an electronic copy. The highlight is to be secured in such a way as to not be edited by the recipient utilizing software.

Important: All records redacted by staff shall be forwarded to the City Clerk for review and approval before being released to the requestor.

- 13. **Note: The City Public Information Officer (PIO) is the City Clerk.** The PIO shall have access to all City records. Release of information by the PIO shall be governed by FSS 119. For more information, see *Policy 1002.2, Public Information Officer*.
- 14. Records personnel are designated to receive any fees due to the City regarding a public records request. A copy of the receipt will be provided to the party expending the funds. Funds received by the City Clerk or Department that handled the request shall be recorded in a manner that is accepted by general accounting principles. All funds received shall be locked up until turned in to the Finance Department. When turning in funds, include a completed Public Records Request form that shows the calculation of the funds received.

1002.1 RECORD RETENTION AND DISPOSITION

POLICY:

The City of Bunnell disposes of records no longer needed in accordance with State of Florida Division of Library and Archives rules and regulations. This policy will outline the proper procedures to be taken regarding the retention, disposition and destruction of City records.

1. Florida State Statute (F.S.S) Chapter 267 is the Florida Archives, History and Records Management Act. This act establishes the State's Records Management and Archives Program under the direction of the Division of Library and Archives, History and Records Management, Department of State, and it specifically provides a system for the scheduling and disposal of public records.
2. The records of the City of Bunnell shall be scheduled for destruction according to the following State approved retention schedules:
 - a. GS1-SL: General Records Schedule for State and Local Government Agencies
 - b. GS2: Law Enforcement, Correctional Facilities, and District Medical Examiners
 - c. GS3: Election Records
 - d. GS8: Fire Department Records
 - e. GS14: Public Utility Records
3. These schedules are subject to change so should be accessed from the following website (http://dlis.dos.state.fl.us/recordsmgmt/gen_records_schedules.cfm) to ensure the most current version is being used. Records are kept according to F.S.S. 119 and 257. Before any records are destroyed, the City Clerk shall be contacted to insure such destruction is scheduled.
4. Records stored in the archives area shall be boxed according to topic and year, in an orderly fashion, and in accordance with recommendations of the State Division of Library and Archives.
5. All records retained will be kept in an area that is clean, dry, climate controlled and protected from pests. The area will also have limited accessibility to the public.
6. The City Clerk is the point of contact for secure storage, maintenance and destruction of agency records.
7. The City of Bunnell has designated areas for archived records storage. Law enforcement records are stored at both on-site and off-site storage locations.
8. Records will not be stored in any other location unless authorized by the City Manager. When moving Records the Records Supervisor will coordinate the following:
 - a. Upon receiving notice to move records into archives, arrange to move and escort the records to the archives area.
 - b. Maintain an inventory of records stored/retrieved.
9. All Departmental records are disposed of according to guidelines set forth by the Florida

Bureau of Archives. The originating office Records Specialist will complete a Records Disposition Form” and submit it to the City Clerk for approval. This form will contain a list of records prepared for destruction. Upon destruction the form will indicate what method of destruction was used, it will be dated, signed by the Records Supervisor & two witnesses and the originator. The original Records Disposition form will be permanently retained by the City Clerk and a copy will be retained by the department submitting the records for destruction.

10. Other than records routinely scheduled for destruction in compliance with the Division of Archives no record shall be destroyed or permanently removed from its file.
11. Approval for destruction is authorized by the City Clerk and requested by the Records Supervisor. Once disposal is approved by the Records Supervisor the records may be destroyed.
12. When disposal of records is allowed, records should be destroyed by the most appropriate means based on sensitivity and amount of records. For records containing no exempt or sensitive information, simply place in recycle bins. When records contain exempt and/or sensitive information, shred small quantities and burn large quantities.



City of Bunnell, Florida

Agenda Item

Document Date: 2/10/2017 Amount: 0.00
Department: IT Account #: N/A
Subject: Request to Update Policy 1002.2 Public Information Officer
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Draft Public Information Officer Policy	Exhibit

Summary/Highlights:

Update of City of Bunnell Policy 1002.2 Public Information Officer.

Background:

In review of the Public Information Policy, staff determined it needed to be updated.

Staff Recommendation:

Staff recommends approving the update to City of Bunnell Policy 1002.2 Public Information Officer.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

1002.2 PUBLIC INFORMATION OFFICER (PIO)

PURPOSE: The purpose of this policy is to establish policy, responsibility and procedures for the Public Information Officer (PIO) and City of Bunnell employees for dealing with the news media, speeches and public statements, and preparing and distributing news/media releases.

SCOPE: This policy applies to all departments and employees of the City of Bunnell.

POLICY STATEMENT: It shall be the policy of the City of Bunnell to maintain and promote pro-active and open avenues of communication between the City and the news media, and provide accurate, informed, timely and relevant information that impacts our community to the press and to the public.

Inquiries from the news media are given a high priority by the City of Bunnell and should be responded to as quickly and efficiently as possible. Every effort should be made to meet media deadlines.

CITY SPOKESPERSONS:

Unless otherwise authorized, the City's spokespersons are:

- Mayor, Vice-Mayor, and City Commissioners
- City Manager
- PIO (City Clerk)
- Police Chief and Fire Chief
- Exceptions regarding departmental spokespersons may be made at the discretion of the City Manager or Public Information Officer

GENERAL POLICY:

The media plays an important role in providing information to the public on matters of civic interest. The City's goal is to foster cooperation between the City of Bunnell and the media to ensure that information is accurate and timely.

Communication Goals

- To use effective communications to improve employee and public understanding of City policies, initiatives and services.
- Communication should be a priority in the development and planning of programs and services and is necessary for the successful completion and implementation of these activities.
- Establish a uniform procedure for communications that will help ensure accuracy, citywide coordination and timely responses that will clarify and ensure continuity in messages and publications issued by the City of Bunnell.

1. The City Clerk is assigned the responsibility and position of PIO for the City of Bunnell.

1.

2. MEDIA INQUIRIES:

Any media inquiries received by other City staff should be referred immediately to the Public Information Officer or anyone designated as a City Spokesperson. An appropriate response to the media would be, "I'm sorry I don't have the full information regarding that issue. I will give your request to my Department Director (or the City's PIO) who will respond to you as soon as he/she is available." Please obtain the reporter's name, phone number (~~mobile too~~mobile too if "in the field"), topic of story and deadline.

When speaking with the media, all employees must remember they represent the City of Bunnell. All conversations should be polite, clear, professional in tone, and free of personal judgments and derogatory remarks. Personnel should not hesitate to say they do not know the answer to a question. City employees should not speculate, offer opinions or provide partial answers and should ALWAYS STAY ON THE RECORD.

3. SENSITIVE OR CONTROVERSIAL ISSUES:

All ~~television, radio, newspaper or other~~ media inquiries regarding sensitive or controversial issues should always be referred immediately to the Public Information Officer. The PIO will contact the City Manager and coordinate a response including designating a spokesperson after consultation with the City Manager and the appropriate Department.

4. LITIGATION, PERSONNEL AND ELECTION ISSUES:

- a. Generally, the business conducted by the City of Bunnell is public; and therefore, is public information. Inquiries regarding pending litigation, matters involving a significant exposure to litigation and certain personnel-related information are exceptions.
- b. Inquiries regarding pending litigation or exposure to litigation should be referred to the City Attorney or the City Manager. Inquiries regarding personnel-related information should be referred to the Human Resources Department and the PIO. The PIO will notify the City Manager's Office.
- c. Inquiries regarding election and campaign issues should be referred to the City Clerk.

5. PERSONAL POINTS OF VIEW

It is recognized that all employees have the right to their personal points of view regarding any issue. However, personal points of view may conflict with the City's official policy. Therefore, City employees who write letters to the editor of ~~any newspaper~~any newspaper

may not use official City stationary. Furthermore, all City employees are subject to the conditions set forth in Policy 100.0 Code of Conduct, paragraph 5b;—Policy 103.0 Disclosure of Information; and the Employee Personnel Manual General Rules of Conduct, paragraph Q Publicity (Self-Glory).

6. GENERAL OR ROUTINE ISSUES:

- a. Broadcast media: Calls from broadcast media (TV and radio) should always be referred immediately to the PIO and the employee's Department Head. The PIO will contact the City Manager and coordinate a response including designating a spokesperson after consultation with the City Manager's Office and the relevant Department.
- b. Local print media: Calls from local print and on-line media regarding most departmental issues and programs may be handled by one of the official City Spokespersons listed above.

7. CITY-INITIATED INFORMATION:

Most proactive media contact is initiated through the PIO. This includes issuing press releases, media advisories, and personal contacts with reporters and editors for coverage. Departments seeking publicity for events should draft their own media release document, and submit electronically to the PIO at least 24 hours before the desired release date. The PIO will review, approve, and distribute the media release through established media distribution channels. If the sponsoring department has a specific distribution list, send it along with the media release document. Send documents in Microsoft Word so they can be edited. The PIO will convert to PDF before releasing to the media/community.

8. PUBLIC SAFETY ISSUES:

Because the Police and Fire Departments operate 24/7 and their work could generate a higher volume of media calls than other departments, those departments have designated sworn personnel as media spokespersons and follow specific guidelines when releasing information. Any media calls to other City staff regarding a Police or Fire issue should be referred immediately to the Police Department or Fire Department, as appropriate. All information released to the media by the Police and Fire Departments should be provided immediately to the City Manager's Office and the PIO; and, when appropriate, those offices should be contacted at the time of major incidents.

9. CRISIS OR EMERGENCY ISSUES:

During a crisis or major emergency (i.e. hurricane), the procedure for handling the media is highlighted in the City's Emergency Plan. The plan designates the Incident Operations Commander (IOC) (the City Manager) as the main point of contact for the media. The IOC is assisted by alternates including the Police Chief, Fire Chief, and PIO who prepare

and disseminate emergency public information.



City of Bunnell, Florida

Agenda Item

Document Date: 2/10/2017 Amount: 0.00
Department: IT Account #: N/A
Subject: Request to Update Policy 1002.3 Social Media Policy
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Draft Social Media Policy Update	Exhibit

Summary/Highlights:

Update of City of Bunnell Policy 1002.3 Social Media Policy.

Background:

In Review of the Social Media Policy it was discovered the policy needed to be updated.

Staff Recommendation:

Staff recommends approving the update to City of Bunnell Policy 1002.3 Social Media Policy.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

1002.3 ~~Communications~~/Social Media Policy.

PURPOSE: ~~This Communications Policy applies to all City employees (full-time, part-time and volunteers), and to be used as guidelines for City Commissioners and appointed Advisory Board members.~~ The purpose of ~~these~~ this guidelines policy is to coordinate and manage the communication activities of City employees related to official City business in order to ensure accuracy, consistency and timeliness in relaying information to employees, departments, members of the media, the citizens of Bunnell and the public at large.

SCOPE: This policy applies to all City employees (full-time, part-time and volunteers), and to be used as guidelines for elected officials and appointed volunteer boards.

~~Communication Goals~~

- ~~• To use effective communications to improve employee and public understanding of City policies, initiatives and services.~~
- ~~• Communication should be a priority in the development and planning of programs and services and is necessary for the successful completion and implementation of these activities.~~
- ~~• Establish a uniform procedure for communications that will help ensure accuracy, citywide coordination and timely responses that will clarify and ensure continuity in messages and publications issued by the City of Bunnell.~~

Oversight and Guidance

The City Manager's office or designee will oversee compliance with the City's Communication Policy and will assist employees with any questions regarding the policies included in this manual.

~~Media Relations Policy~~

~~The media plays an important role in providing information to the public on matters of civic interest. The City's goal is to foster cooperation between the City of Bunnell and the media to ensure that information is accurate and timely.~~

- ~~1. All media inquiries to a department should be reported to the City Manager in a timely manner via e-mail. All requests for public records must be filed with the City Clerk's office via a public records request per the established policies for obtaining public information. If any guidance is needed on public records inquiries, please contact the City Clerk for clarification, and notify the requestor that you will need to get back with them on the requested information. Remember this must be done in a timely manner.~~
- ~~2. When speaking with the media, all employees must remember they represent the City of Bunnell. All conversations should be polite, clear, professional in tone, and free of~~

~~personal judgments and derogatory remarks. Personnel should not hesitate to say they do not know the answer to a question. City employees should not speculate, offer opinions or provide partial answers and should ALWAYS STAY ON THE RECORD.~~

- ~~3. A copy of all departments' news releases should be sent via e-mail to the City Manager or designee. If needed, the City Manager or designee can then notify the City Council. All press releases should include City contact information from the specific department sending the release.~~
- ~~4. In the event of a crisis or emergency, the City Manager's office must be notified immediately.~~

News Releases

~~News releases must be reviewed and coordinate through the City Manager's office. They should be concise and include City contact information.~~

Letterhead

~~All correspondence both internal and external should be done on the approved City of Bunnell letterhead available in the City Forms folder of the Public Share.~~

Advertisements and Collateral Materials

~~All advertisements and collateral materials (brochures, flyers, catalogs and other miscellaneous publications or graphics) should be coordinated beforehand through the City Manager's Office to keep a consistent message and brand. All advertisements must include the current City of Bunnell logo.~~

Website

The City of Bunnell maintains and manages its website www.bunnellcity.us under the direction of the City Manager. The City website is intended primarily to provide public information concerning City services, activities and policies.

1. Each director is required to maintain their section of the website with the consistent format, messaging and brand of the City. Each department's section of the website must be continually monitored, and notify IT of any updates with current information including recent documents and contact information.
2. No department is permitted to host its own website [without the express written permission of the City Manager.](#)

Social Media Policy

The City of Bunnell social media policy is described below. Anyone who maintains an official City social media site must agree to and sign the Employee Agreement for Use of Social Media form and submit it to the City Manager for approval, such approval to be kept on file.

Purpose: The City desires to reach and communicate with a broader audience to further the goals of the City and the missions of its departments, where appropriate.

The City has an interest and expectation in deciding what is “spoken” on behalf of the City on social media sites. This Policy establishes guidelines for the use of social media and is intended to apply to social media sites including, but not limited to, Facebook, Twitter, LinkedIn, and other similar websites, blogging and other internet-based media sites.

Authorization Required

All City social media sites shall require approval by the City Manager or the City Manager’s designee before a City account may be created. Such approval shall be based on whether such site furthers the City’s purposes as set forth in the above paragraphs of this Policy.

City Website

The City’s website (www.bunnellcity.us) shall remain the City’s primary and predominant internet presence.

The best, most appropriate City uses of social media tools fall generally into two categories:

1. As channels for disseminating time-sensitive information as quickly as possible (example: emergency information).
2. As marketing or promotional channels which increase the City’s ability to broadcast its messages to the widest audience possible.

Set-up of City Social Media Websites

1. IT shall set up the City’s main administration account for the authorized social media site using a City email address. All requests for use of a social media site shall be directed to the City Manager. IT will remain an administrator on all City social media sites.
2. Content posted to City social media sites will also be available on the City’s website, to the fullest extent possible.
3. The Department Director utilizing the social media site shall ensure that content posted by the City to its social media sites contains links directing users back to the City’s website for in- depth information, forms, documents or online services necessary to conduct business with the City, to the fullest extent possible.
4. The Department Director or City Manager shall review and approve content that is intended to be posted to any City social media site and determine whether such content is appropriate for posting on such social media site. Employees may not post comments to a City social media site without prior authorization from their Department Director.
5. IT shall determine whether the social media site allows the City to turn off the comments

or posts feature. If such feature cannot be turned off, the City reserves the right to (1) reject the social media site for use by the City; or (2) terminate the use of any previously approved City social media site at any time; or (3) edit or remove inappropriate content as set forth in this Policy.

6. The following statement shall be prominently displayed on all City social media websites:

IMPORTANT NOTICE UNDER FLORIDA'S PUBLIC RECORDS LAW: Please be aware that under Chapter 119, Florida Statutes, every response and submission to this website is a public record and may be posted for as long as the website administrator allows for such item to remain posted. If any submission is removed by the City as allowed by any City policy, please be advised that all of such removed submissions will be stored by the City offline and will be considered a public record available for inspection to the extent allowed by Chapter 119, Florida Statutes. Requests for public records may not be made via this site, but must be directed to the City Clerk.

7. All City social media channels must comply with any existing City branding and messaging standards.
8. All social media sites shall clearly indicate that they are maintained by the City of Bunnell and have that specific department's contact information available on the site.
9. For each department utilizing social media, there will be one administrator per department and one designated back-up administrator for each department.

Use of City Social Media Websites

1. No employee may access a City social media site for the purpose of posting any content to such site without the prior written approval of their Department Director. Employees desiring to access City social media sites shall read and sign the Employee Agreement for Use of Social Media form and submit the form to their Director before the employee is allowed access. A copy of the form shall be maintained in the employee's personnel file.
2. All administrators must monitor the pages in a timely manner (typically at least once a day) to respond to messages and remove any messages deemed removable by this policy.
3. If a City social media site allows comments or posts by third parties, the City may terminate the City social media site at any time. If the City desires to continue the use of the social media site, the City reserves the right to edit or remove any inappropriate content posted to the site. The City also reserves the right to turn off the ability of third parties to post or comment, in its discretion. The City does not intend to create a public forum, but to maintain a forum related to topics posted by the City, with language

appropriate for its citizens (including minors). Inappropriate content includes:

- i. Comments not related to a topic posted by the City;
- ii. Profane language or content;
- iii. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- iv. Sexual content or links to sexual content;
- v. Solicitations of commerce;
- vi. Conduct or encouragement of illegal activity;
- vii. Information that may tend to compromise the safety or security of the public;
- viii. Content that violates a copyright, trademark or other legal ownership interest;
- ix. Accusations of immoral or illegal conduct.

The City disclaims responsibility and liability to the fullest extent allowed by law for any inappropriate content or posting on any network or website.

4. Employees may not remove their name or domain information from postings on a City social media site nor access a City social media site anonymously to conceal their identity.
5. Employees may not post a personal email address to any City social media site.
6. All information posted on City social media sites is subject to Florida law, including but not limited to the Florida Public Records Act and the Sunshine law, and is subject to City resolutions, ordinances, and policies.
 - i. The City Clerk shall develop and maintain records retention schedules for information posted to City social media sites.
7. Questions posted to the social media sites should be answered in a timely and professional manner.
8. Information posted on City social media sites must pertain to the promotion of the City of Bunnell or policies pertaining to the City of Bunnell. Events, issues or promotions not directly sponsored by or related to the City of Bunnell are prohibited.

Use of Non-City Social Media Sites

1. Employees of the City are prohibited from “speaking” on behalf of the City and from identifying themselves as representatives of the City on non-City social media sites, except for a valid City purpose as authorized in the discretion of the City Manager or the City Manager’s designee in writing. An example of such valid City purpose may include online discussion between employees of the City and other governmental entities regarding

a subject affecting the City. If the City Manager or the City Manager's designee authorizes representation of the City on a non-City social media website, the employee so authorized shall:

- i. Read, sign, and return to their Director the Employee Agreement for Use of Social Media form prior to accessing the social media site for such purpose; and
 - ii. Be prohibited from posting inappropriate content as set forth in this policy.
2. The City disclaims responsibility and liability to the fullest extent allowed by law for any inappropriate content or posting on any network or website.
 3. Employees are prohibited from accessing personal social media sites on City computers and electronic systems.

Violations of Social Media Policy

Any employee who violates this policy is subject to disciplinary actions up to and including suspension or termination of employment with the City.

Employee Agreement for Use of Social Media

(To be signed by social media page administrator / City contributor)

By signing below, I confirm that I have read and understand the City of Bunnell Social Media Policy. I agree to conduct relevant actions in accordance with the standards and policies. I further understand violations of the social media policy may lead to disciplinary actions up to and including termination.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Social Media site (URL): _____

By signing below, the City Manager approves the employee identified above to access and post information on an approved social media platform on behalf of their department.

City Manager Signature: _____ Date: _____

Original to be filed in the employee's official HR record. Copies to employee, employee's Director, and IT.



City of Bunnell, Florida

Agenda Item

Document Date: 2/15/2017 Amount:
Department: Human Resources Account #:
Subject: Request to update Policy Section 312.0 Separation From Employment
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Policy 312.0 Separation from Employment	Exhibit
Policy 405.0 Retirement	Exhibit

Summary/Highlights:

Policy 312.0 Separation from Employment is being updated to reflect several changes. It also conflicts with Policy 405.0 Retirement.

Background:

Policy 312.0 Separation from Employment currently states that supervisory employees shall give at least four weeks notice. Policy 405.0 Retirement states and employees shall give at least three months notice.

Combining these policies will fix the conflicting statements. If approved, the present Policy 405.0 Retirement will be removed from the Policy Manual and the section reserved.

Also some changes have been made to policy 312.0 Separation from Employment in regards to processing resignations and terminations.

Staff Recommendation:

Approve changes to Policy 312.0 Separation from Employment and to Policy 405.0 Retirement.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

This policy change has no financial impact. Recommend approval.

312.0 SEPARATION FROM EMPLOYMENT

POLICY:

It is the policy of the City of Bunnell to separate employment because of Employee's resignation, termination or retirement, the expiration of an employment contract or a reduction in the work force. Termination can be for any reason not prohibited by law.

COMMENTS/PROCEDURES:

1. Employees are requested to give written notice of his/her intent to resign, consistent with the following guidelines; are suggested:
 - a. Supervisory Employees shall give at least four weeks' notice;
 - b. All other Employees shall give at least two weeks' notice.
 - c. Upon receipt of a resignation, the supervisor shall acknowledge receipt of the resignation and the Human Resource Administrator shall schedule an exit interview with the Employee prior to separation of employment.
2. Employees who are absent from work for three consecutive days without being excused or without giving proper notice will be considered as having voluntarily resigned.
3. Supervisors should send notices of resignation or recommendations for termination to the City Manager ~~with a Personnel Action form~~ for approval and to the Human Resources Administrator for processing. These notices should be accompanied by any needed supporting documents such as notices of corrective action, disciplinary reports and letters of resignation. All involuntary terminations must be reviewed by the City Manager before any final action is taken.
4. Departmental Directors shall ensure that the Employee, prior to separating employment returns all City property. This can be accomplished by using a checklist that itemizes what the Employee must relinquish.
5. Requests for employment references shall be made in writing to the Human Resources Administrator and should include an authorization by the Employee for the release of the requested information.
6. Retiring Employees are eligible to receive pay for unused vacation time in accordance with City policies.

405.0 RETIREMENT

(RESERVED)

POLICY:

~~It is the policy of the City of Bunnell, that retirement regulations and benefits will conform to the provisions of the current retirement plan in effect in the City.~~

~~COMMENTS/PROCEDURES:~~

- ~~1. — Employees planning to retire are required to give the City at least three months notice.~~
- ~~2. — Retiring Employees are eligible to receive pay for unused vacation time in accordance with City policies.~~
- ~~3. — For an Employee to be eligible to participate in the City Retirement Program, the Employee must meet the guidelines as stated by the Florida Retirement program.~~

This policy Conflicts with Policy 312.0, Therefore this policy will be removed and reserved.



City of Bunnell, Florida

Agenda Item

Document Date: 2/17/2017 Amount: N/A
Department: Utilities Account #: N/A
Subject: Request to Piggyback off the Quenton L. Hampton Associates, Inc. (QLHA) contract with the City of Holly Hill for engineering services.
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Holly Hill ENG-15-01 General Engineering Services Contract_Executed 120415	Contract
BU Piggy Back Contract for QLH Services 2-17-17	Contract

Summary/Highlights:

Piggybacking of a continuing engineering service contract with a well established engineering firm specializing in water and wastewater plant operations is desirable and to our future benefit. QLHA of Port Orange, Florida, a well established and experienced engineering firm, has been providing miscellaneous engineering services for the City of Flagler Beach over the past fourteen years. At our request, they recently visited our installations, spoke with staff, reviewed our existing permit conditions, and have agreed to work with us in the future as we request their engineering services.

Currently, there is a contract between QLHA and the City of Holly Hill that was awarded through the public request for quotation (RFQ) process, executed December 4, 2015, and has a term of five (5) years.

Background:

The City of Bunnell is currently in need of specialized engineering design services related to water and wastewater permitting requirements. Staff has recently met with QLHA engineers on-site regarding existing permit conditions at our Wastewater Treatment Facility. We are currently bound by an administrative order and a consent order with the Florida Department of Environmental Protection (FDEP) concerning meeting our existing discharge limits of nitrogen and conductivity limits. We are in need of their specialized expertise in this area to propose a modification to our permit conditions and a time extension related to implementation of our future plant improvements later this year.

Staff Recommendation:

Approve the piggybacking of the existing contract for engineering services between the City of Holly Hill and QLHA Engineering Consultants.

City Attorney Review:

Finance Department Review/Recommendation:

COMPLIANCE WITH THE PUBLIC RECORDS LAW

Upon award recommendation or thirty (30) days after closing, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Holly Hill.

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

By submitting a response to this solicitation, the company agrees to defend the City in the event we are forced to litigate the public records status of the company's documents.

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

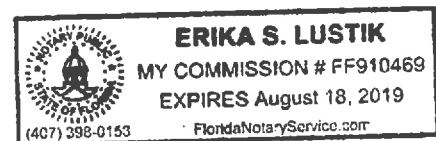
(Title of person signing FORM)

Project Number: RFQ-ENG-15-01

Sworn to and subscribed before me
This 12th day of November, 2015.

[Signature]
Signature of Notary (& Stamp)
Notary Public, State of
Florida

Personally Known ✓ or
Produced Identification _____
(type of identification)



THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**PUBLIC ENTITY CRIME SWORN STATEMENT (FORM PUR 7068)
SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Holly Hill
[print name of public entity]

by Brad T. Blais, P.E., President
[print individual's name and title]

for Quentin L. Hampton Associates, Inc.
[print name of entity submitting sworn statement]

whose business address is:

4401 Eastport Parkway, Port Orange, FL 32129

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-1221261
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public

entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THE FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Date: November 12, 2015

Sworn to and subscribed before me this 12th day of November, 2015.

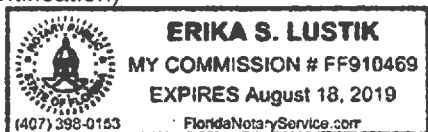
Personally known ✓

Or Produced identification _____

(Type of Identification)

Erika S. Lustik
Notary Public – State of Florida

My commission expires _____



Erika S. Lustik

(Printed, typed or stamped
commission name of notary public)

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida statute 287.087 hereby certifies that **Quentin L. Hampton Associates, Inc.** does:

(Name of Business)

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

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

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)

(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Sworn to and subscribed before me
This 12th day of November, 2015.

(Signature of Notary (& Stamp))
Notary Public, State of
Florida

Personally Known ☒ or
Produced Identification _____
(type of identification)

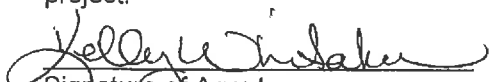


THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

INSURANCE CONFIRMATION

On behalf of our client, Quentin L Hampton & Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.


Signature of Agent

Kelly Whitaker, Agent
Print Name & Title

Caton Hosey Insurance
Agency

3731 Nova Road, Port Orange, FL 32129
Address

City of Holly Hill
Project # & Title

11-12-2015
Date

INSURANCE CONFIRMATION

On behalf of our client, Quentin L. Hampton Associates, Inc.

and by acknowledging with signature below, we have read and understand the insurance requirements for this Solicitation and Agreement. We can and will provide a Certificate of Insurance (COI) that is compliant with the insurance requirements stated in this Solicitation and Agreement should our client be awarded the project.

Som Phya
Signature of Agent

Thomas Kaye, Professional Liability Specialist
Print Name & Title

USI Insurance Services LLC
Agency

1715 N Westshore Blvd, Suite 700, Tampa, FL 33607
Address

Project # & Title	Project Manager	Project Start Date	Project End Date	Project Status	Project Budget	Project Description
1	John Doe	2023-01-01	2023-03-31	Completed	\$100,000	Website Redesign
2	Jane Smith	2023-04-01	2023-06-30	In Progress	\$250,000	Mobile App Development
3	Mike Johnson	2023-07-01	2023-09-30	On Hold	\$75,000	Marketing Campaign
4	Sarah Brown	2023-10-01	2023-12-31	Planned	\$150,000	Hardware Upgrade

November 12, 2015
Date

SECTION 6
Services Agreement

CITY OF HOLLY HILL
SERVICES AGREEMENT FOR
GENERAL ENGINEERING SERVICES
With **QUENTIN L. HAMPTON ASSOCIATES, INC.**
(REQUEST FOR QUALIFICATION RFQ-ENG-15-01)

THIS AGREEMENT is made and entered into this 4TH day of DEC, 2015, by and between <<consultant>>, a Florida corporation authorized to do business in the State of Florida, with its principal place of business at <<consultant address>>, hereinafter referred to as the CONSULTANT whose Federal I.D. number is 59-1221261, and City of Holly Hill, a Municipal Corporation of the State of Florida, by and through its Commissioners, whose principal place of business is at 1065 Ridgewood Ave., Holly Hill, Florida 32117, holding tax exempt status, hereinafter referred to as "CITY".

The CITY and the CONSULTANT are collectively referred to herein as the "parties".

WITNESSETH:

WHEREAS, the CITY desires to retain the professional services of the CONSULTANT; for the work identified in the Request For Qualifications (RFQ) and description of services outlined in Exhibit A; and

WHEREAS, the CONSULTANT has submitted a proposal for provision of those services; and

WHEREAS, the CITY desires to employ the CONSULTANT for the performance to support the activities, programs, and projects of the CITY upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing and providing such services upon said terms and conditions; and

WHEREAS, the CONSULTANT hereby warrants and represents to the CITY that it is competent and otherwise able to provide professional and high quality services to the CITY; and

WHEREAS, all submissions submitted by the CONSULTANT in the Qualifications/RFQ submitted to the CITY are hereby incorporated to the extent not inconsistent with the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto as follows:

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SECTION 1: DEFINITIONS.

Ad valorem - In proportion to the estimated value of the goods taxed.

Agreement – This document and all subsequent Work Orders between the CITY and CONSULTANT. Each Exhibit, as identified below, even if not physically attached, shall be treated as if they were part of this Agreement. The effective date of this Agreement is the date this document is signed by both parties.

Billing Period – The period of time between project commencement to the close of the current period, (inclusive); or from the close of the previous billing period, (exclusive), to the close of the current period, usually concurrent with the month. In no case shall this period be less than one calendar month except for the final Billing Period.

Bona Fide - Made or carried out in good faith; sincere.

CITY – The CITY of Holly Hill, a municipal corporation of the State of Florida holding tax exempt status.

CONSULTANT - To include all principals of the CONSULTANT including, but not limited to, full and part time employees, professional or otherwise, and all other agents employed by or for CONSULTANT to perform its obligations hereunder.

Description of Services - Shall be written in paragraph form reasonably describing those services the CITY can expect the CONSULTANT to provide. The description shall be written in such a manner that the type of service is clearly provided, but broad enough that all services reasonably expected of the CONSULTANT, including services provided by partners, sub CONSULTANTS, and other supporting professionals, can be provided to the CITY.

Designated Representative – A person who administers, reviews, and coordinates the provision of services. This definition applies equally to the CITY and to the CONSULTANT.

Force Majeure - Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Agreement is beyond the control and without the fault or negligence of the party seeking relief under this Agreement.

Law - Said phrase shall include statutes, codes, rules, and regulations of whatsoever type or nature enacted or adopted by a governmental entity of competent jurisdiction.

Pari Materia – of the same matter; on the same subject. Laws pari materia must be construed with reference to each other/together when related to the same matter or subject. The provisions of a contract/agreement are to be construed together with no isolated construction of a particular provision such that it would defeat the overall intent of the contract/agreement.

Submittals – Any item required by this agreement that the CONSULTANT must provide the CITY either for inclusion as part of this agreement or not.

Type of Service – Engineering Services of a professional nature in accordance with the controlling provisions of law,

Work Order - A detailed description of quantities, services, and a completion schedule provided issued by the CITY on its approved form which, on occasion, may contain documents published on CONSULTANT letterhead describing all work associated with the service to be provided by the CONSULTANT to the CITY for an agreed price referencing this Agreement by title and date.

SECTION 2: CAPTIONS.

The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement.

SECTION 3: EXTENT OF AGREEMENT/INTEGRATION/AMENDMENT.

- a) This Agreement, together with the Exhibits, constitutes the entire integrated Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the Exhibits attached, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence, and statements, whether written or oral.
- b) This Agreement may only be amended, supplemented, or modified by a formal written amendment.
- c) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.
- d) The Exhibits made part of this Agreement are as follows:
 - Exhibit A - Scope of Services
 - Exhibit B - Certificates Insurance
 - Exhibit C - Draft CITY Work Order Form
 - Exhibit D - ADA Form
 - Exhibit E - Price Schedule
 - Exhibit F - Business Tax Receipt
 - Exhibit G - W-9
 - Exhibit H - Request for Qualifications RFQ-ENG-15-01
 - Exhibit I - CONSULTANT Submittal under RFQ-ENG-15-01

SECTION 4: NO GENERAL CITY OBLIGATION.

- a) In no event shall any obligation of the CITY under this Agreement be or constitute a general obligation or indebtedness of the CITY, a pledge of the ad valorem taxing power of the CITY or a general obligation or indebtedness of the CITY 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
- b) The CONSULTANT shall not have the right to compel the exercise of the ad valorem taxing power of the CITY.

SECTION 5: CONSULTANT UNDERSTANDING OF SERVICES REQUIRED

- a) Execution of this Agreement by the CONSULTANT is a representation that the CONSULTANT is familiar with local conditions and with the services to be performed. The CONSULTANT shall make no claim for additional time or money based upon its failure to comply with this Agreement. The CONSULTANT has informed the CITY, and hereby represents to the CITY, that it has extensive experience in performing and providing the services and/or goods described in this Agreement and to be identified in the Work Orders, and that it is well acquainted with the components that are properly and customarily included within such projects and the requirements of laws, ordinances, rules, regulations, or orders of any public authority or licensing entity having jurisdiction over CITY Projects. Execution of a Work Order shall be an affirmative and irrefutable representation by the CONSULTANT to the CITY that the CONSULTANT is fully familiar with any and all requisite work conditions of the provisions of the services.
- b) The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- c) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONSULTANT (including, but not limited to, its officers, employees, and agents) the agent, representative, or employee of the CITY for any purpose, or in any manner, whatsoever. The CONSULTANT is to be and shall remain forever an independent CONSULTANT with respect to all services performed under this Agreement.
- d) Persons employed by the CONSULTANT in the provision and performance of the services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the CITY's officers and employees either by operation of law or by the CITY.

SECTION 6: GENERAL PROVISIONS.

- a) Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement, and to undertake all obligations imposed on it. The person(s) executing this Agreement for the CONSULTANT certifies/certify that he/she/they is/are authorized to bind the CONSULTANT fully to the terms of this Agreement.
- b) This Agreement is for services pertaining to various Engineering and related services needed for the CITY's operations as set forth herein and as otherwise directed by the CITY to include all labor and materials that may be required.
- c) The CONSULTANT acknowledges that the CITY may retain other CONSULTANTS to provide the same types of services for CITY projects. The CITY reserves the right to select which CONSULTANT shall provide services for CITY projects.
- d) The CONSULTANT acknowledges that the CITY has retained other CONSULTANTS and the coordination between said CONSULTANTS and the CONSULTANT may be

necessary from time to time for the successful completion of each Work Order. The CONSULTANT agrees to provide such coordination as necessary.

- e) The CONSULTANT agrees to provide and ensure coordination between goods/ services providers.
- f) Time is of the essence of the lawful performance of the duties and obligations contained in this Agreement to include, but not be limited to, each Work Order. The parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement and each Work Order.
- g) CONSULTANT shall maintain an adequate and competent staff or professionally qualified persons throughout the performance of this Agreement to ensure acceptable and timely completion of each Work Order.
- h) Requirements for signing and sealing plans, reports, and documents prepared by the CONSULTANT shall be governed by the laws and regulations of Volusia County and State Regulatory agencies.
- i) The CONSULTANT hereby guarantees the CITY that all material, supplies, services, and equipment as listed on a Purchase Order meet the requirements, specifications, and standards as provided for under the Federal Occupations Safety and Health Act of 1970, from time to time amended and in force on the date hereof.
- j) No claim for services furnished by the CONSULTANT not specifically provided for herein shall be honored by the CITY.

SECTION 7: CODES AND DESIGN STANDARDS

- a) All the services to be provided or performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted industry and professional codes and standards, standards of the CITY, and the laws of any Federal, State, or local regulatory agencies.
- b) The CONSULTANT shall be responsible for keeping apprised of any changing laws applicable to the services to be performed under this Agreement.

SECTION 8: SUB CONSULTANTS.

- a) Any CONSULTANT proposed Sub CONSULTANT shall be submitted to the CITY for written approval prior to the CONSULTANT entering into a subcontract. Sub CONSULTANT information shall include, but not be limited to, State registrations, business address, occupational license tax proof of payment, and insurance certifications.
- b) The CONSULTANT shall coordinate the provision of services and work product of any CITY approved sub CONSULTANT and remain fully responsible for such services and work under the terms of this Agreement.
- c) Any subcontract shall be in writing and shall incorporate this Agreement and require the sub CONSULTANTS to assume performance of the CONSULTANT duties commensurately with the CONSULTANT's duties to the CITY under this Agreement, it being understood that

nothing herein shall in any way relieve the CONSULTANT from any of its duties under this Agreement. The CONSULTANT shall provide the CITY with executed copies of all subcontracts.

SECTION 9: ASSIGNABILITY.

The CONSULTANT shall not sublet, assign, or transfer any interest in this Agreement, or claims for the money due or to become due out of this Agreement to a bank, trust company, or other financial institution without written CITY approval. When approved by the CITY, written notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 10: COMMENCEMENT / IMPLEMENTATION SCHEDULE OF AGREEMENT.

- a) The CONSULTANT shall commence the provision of services as described in this Agreement immediately upon execution of this Agreement and issuance of a Work Order.
- b) The CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in each Work Order. However, if the CONSULTANT is delayed at any time in the provision of services by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered by the CITY, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of Force Majeure not resulting from the inactions or actions of the CONSULTANT and beyond the CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance or provision of the services, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY may decide in its sole and absolute discretion. It is further expressly understood and agreed that the CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes or any other cause whatsoever.

SECTION 11: LENGTH OF AGREEMENT.

- (a). The term of this Contract is five (5) years commencing on the date of full execution of this Contract by the parties.
- (b). The CONTRACTOR services shall begin upon written notification to proceed by the CITY.
- (c). CONTRACTOR services shall be on a work order basis and may include matters such as serving as an expert witness.
- (d). Subsequent to the conclusion of the initial five (5) year term, this Contract may be renewed by the City Manager for an additional two (2), one (1) year periods. Should the CITY wish to not have this Contract renewed for any year, the CITY shall provide written notice to the CONTRACTOR ninety (90) days prior to the ending date.

SECTION 12: DESCRIPTION OF SERVICES.

- a) The CONSULTANT agrees to perform diverse engineering services for the CITY relating to various projects of the CITY. The Description of Services is further and more specifically outlined in Exhibit A.

- b) The CONSULTANT shall diligently and in a professional and timely manner perform and provide the services outlined herein or as included in each subsequently entered Work Order. Unless modified in writing by the parties hereto, the duties of the CONSULTANT shall not be construed to exceed the provision of the services pertaining to this Agreement.
- c) The CITY and CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Work Orders that cannot be defined sufficiently at the time of execution of this Agreement. Such services shall be authorized in writing as a Change Order in accordance with Section 20. The Work Orders may contain additional instructions or provide specifications upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement.

SECTION 13: CONSULTANT RESPONSIBILITIES.

- a) CONSULTANT, in representing CITY, shall promote the best interest of CITY and assume towards CITY a duty of the highest trust, confidence, and fair dealing.
- b) The CONSULTANT agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida and in Broward County, Florida, including, but not limited to, all licenses required by the respective State boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONSULTANT pursuant to this Agreement.
- c) The CONSULTANT agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel to provide such services.
- d) The CONSULTANT has represented to the CITY that it has expertise in the type of professional services that will be required for the services to be provided hereunder. The CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONSULTANT hereunder. In the event of any conflicts in these requirements, the CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- e) The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees, and agents. The CONSULTANT shall work closely with the CITY on all aspects of the provision of the services. With respect to services, the CONSULTANT shall be responsible for the professional quality, technical accuracy, competence, methodology, accuracy, and the coordination of all of the following which are listed for illustration purposes and not as a limitation: documents, analysis, reports, data, plans, plats, maps, surveys, specifications, and any and all other services of whatever type or nature furnished by the CONSULTANT under this Agreement. The CONSULTANT shall, without additional compensation, correct or revise any errors or

deficiencies in his plans, analysis, data, reports, designs, drawings, specifications, and any and all other services of whatever type or nature.

- f) The CONSULTANT agrees to employ and designate, in writing, within five (5) calendar days after receiving its Notice to Proceed, a qualified licensed professional to serve as the CONSULTANT's project manager (hereinafter referred to as the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement. The CONSULTANT agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the CONSULTANT hereunder. The person selected by the CONSULTANT to serve as the Project Manager shall be subject to the prior approval and acceptance of the CITY.
- g) CONSULTANT agrees, within fourteen (14) calendar days of receipt of a written request from the CITY, to promptly remove and replace the Project Manager, or any other personnel employed or retained by the CONSULTANT, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the CONSULTANT to provide and perform services or work pursuant to the requirements of this Agreement, whom the CITY shall request in writing to be removed, which request may be made by the CITY with or without cause.
- h) Neither CITY review, approval, or acceptance of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. The CONSULTANT shall be and shall remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent or improper performance or failure to perform any of the services furnished under this Agreement.
- i) The rights and remedies of the CONSULTANT, provided for under this Agreement, are in addition to any other rights and remedies provided by law.
- j) In the event the CONSULTANT fails to comply with the terms and conditions of this Agreement, the CITY shall notify the CONSULTANT's Designated Representative in writing so that the CONSULTANT may take remedial action.
- k) Time is of the essence in the performance of all services provided by the CONSULTANT under the terms of this Agreement and each and every Work Order.
- l) CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph.
- m) CONSULTANT agrees to certify all estimates of construction costs and Project completion dates prepared by the CONSULTANT. Said certifications shall be in a form approved by the CITY.

- n) Evaluations of the CITY's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost prepared by the CONSULTANT represent the CONSULTANT's best judgment as a design professional familiar with the construction industry. Prior to authorizing the CONSULTANT to proceed with preparation of the Final Design, the CITY may establish and communicate to the CONSULTANT a maximum sum for the cost of construction of the Project ("Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Final Design to the CITY, the estimate of the cost of construction may be adjusted. The CONSULTANT cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the CONSULTANT. Notwithstanding anything above to the contrary, the CITY may require the CONSULTANT to revise and modify Construction Documents and assist in the re-bidding of the Work at no additional cost to the CITY if all responsive and responsible bids received exceed the Maximum Cost Limit.
- o) CONSULTANT shall not be responsible for means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractors.

SECTION 14: CITY RIGHTS AND RESPONSIBILITIES.

- a) The CITY shall furnish a Designated Representative to act as CITY's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to CONSULTANT's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONSULTANT that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
 - (1) The time the CONSULTANT is obligated to commence and complete all such services; or
 - (2) The amount of compensation the CITY is obligated or committed to pay the CONSULTANT.
- b) The Project Coordinator shall:
 - (1) Review and make appropriate recommendations on all requests submitted by the CONSULTANT for payment for services and work provided and performed in accordance with this Agreement;
 - (2) Provide all criteria and information requested by CONSULTANT as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
 - (3) Upon request from CONSULTANT, assist CONSULTANT by placing at CONSULTANT's disposal all available information in the CITY's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project
 - (4) Arrange for access to and make all provisions for CONSULTANT to enter the Project site to perform the services to be provided by CONSULTANT under this Agreement; and

- (5) Provide notice to CONSULTANT of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by CONSULTANT hereunder.
- c) CITY shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for a project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
 - d) The CITY shall reasonably cooperate with the CONSULTANT in a timely fashion at no cost to the CONSULTANT as set forth in this Section.
 - e) The CITY shall make CITY personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.
 - f) The CITY shall furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data, and other planning information that is available in the CITY's files that is necessary or useful to the CONSULTANT for the performance of the Work. All such documents conveyed by the CITY shall be, and remain the property of, the CITY and shall be returned to the CITY upon completion of the Work to be performed by the CONSULTANT.
 - g) The CITY shall examine all CONSULTANT reports, sketches, drawing, estimates, Qualifications, and other documents presented to the CITY and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the provisions of the services of the CONSULTANT.
 - h) The CITY shall provide access to and make provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT within a reasonable time to perform work as necessary to complete the Work Order. The CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
 - i) The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the services covered by this Agreement.
 - j) The CITY shall give written notice to the CONSULTANT whenever the CITY designated representative knows of a development that affects the services provided and performed under this Agreement, timing of the CONSULTANT's provision of services, or a defect or change necessary in the services of the CONSULTANT.
 - k) The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law; the CITY may assert its right of recovery by any appropriate means including, but not limited to, set-off, suit, withholding, recoupment, or counterclaim, either during or after performance of this Agreement.
 - l) The CITY shall be entitled to recover any and all legal costs including, but not limited to, attorney fees and other legal costs that it may incur in any legal actions it may pursue in the enforcement of the terms and conditions of this Agreement or the responsibilities of the CONSULTANT in carrying out the duties and responsibilities deriving from this Agreement.

- m) The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.
- n) Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement nor or any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by the CONSULTANT's negligent or wrongful provision or performance of any of the services furnished under this Agreement.
- o) All deliverable analysis, reference data, survey data, plans and reports, or any other form of written instrument or document that may result from the Consultant's services or have been created during the course of the CONSULTANT's performance under this Agreement shall become the property of the CITY after final payment is made to the CONSULTANT.
- p) In the event the CITY fails to comply with the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in writing so that the CITY may take remedial action.

SECTION 15: WAIVER.

The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder, shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

SECTION 16: FORCE MAJEURE.

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure.

SECTION 17: STANDARDS OF CONDUCT.

- a) The CONSULTANT warrants that it has not employed or retained any company or person, other than a Bona Fide employee working solely for the CONSULTANT, to solicit or secure this Agreement and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual, or firm other than a Bona Fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of making this Agreement.
- b) If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his or her assigned duties or is demonstrating improper conduct pursuant to any assignment or work performed under this Agreement, the CITY shall so notify the CONSULTANT, in writing. The CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.

- c) The CONSULTANT hereby certifies (in writing) that no undisclosed conflict of interest exists with respect to the Agreement, including, but not limited to, any conflicts that may be due to representation of other clients, customers or vendees, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement shall be immediately disclosed in writing to the CITY. Violation of this Section shall be considered as justification for immediate termination of this Agreement.
- d) The CONSULTANT shall not engage in any action that would create a conflict of interest for any CITY employee or other person during the course of performance of, or otherwise related to, this Agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.
- e) The CITY shall not intentionally award publicly-funded contracts to any CONSULTANT 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 CITY shall consider the employment by the CONSULTANT of unauthorized aliens, a violation of Section 274A (e) of the INA. Such violation by the CONSULTANT of the employment provisions contained in Section 274A (e) of the INA shall be grounds for immediate termination of this Agreement by the CITY.
- f) The CONSULTANT shall comply with the requirements of the Americans with Disabilities Act (ADA), and any and all related Federal or State laws which prohibits discrimination by public and private entities on the basis of disability.
- g) The CONSULTANT shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement or violate any laws pertaining to civil rights, equal protection, or discrimination.
- h) If the CONSULTANT or an affiliate is placed on a discriminatory vendor list, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY that it is qualified to submit a bid under Section 287.134, Discrimination, (2) (c), Florida Statutes.
- i) If the CONSULTANT or an affiliate is placed on the convicted vendor list following a conviction for a public entity crime, such action may result in termination by the CITY. The CONSULTANT shall certify, upon request by the CITY, that is qualified to submit a bid under Section 287.133, Public Entity Crime, (2)(a), Florida Statutes.
- j) The CONSULTANT shall certify, upon request by the CITY, that the CONSULTANT maintains a drug free workplace policy in accordance with Section 287.0878, Florida Statutes. Failure to submit this certification may result in termination.
- k) The CONSULTANT agrees to comply with Federal, State, and local environmental, health, and safety laws and regulations applicable to the services provided to the CITY. The CONSULTANT agrees that any program or initiative involving the work that could adversely affect any personnel involved, citizens, residents, users, neighbors or the surrounding environment shall ensure compliance with any and all employment safety, environmental and health laws.

- l) If applicable, in accordance with Section 216.347, Florida Statutes, the CONSULTANT shall not use funds provided by this Agreement for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.
- m) The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.
- n) The CONSULTANT shall ensure that all services are provided to the CITY after the CONSULTANT has obtained, at its sole and exclusive expense, any and all permits, licenses, permissions, approvals or similar consents.
- o) The CONSULTANT shall ensure that all taxes due from the CONSULTANT are paid in a timely and complete manner including, but not limited to, occupational license tax.

SECTION 18: NOTICES.

- a) Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section.
- b) For the present, the parties designate the following as the representative places for giving of notice, to-wit:
 - (1). For the CITY:
Joseph Forte, City Manager
City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117
(386)248-9425
 - (2). For the CONSULTANT:
Brad T. Blais, P.E., President
Quentin L. Hampton Associates, Inc.
PO Drawer 290247
Port Orange, FL 32129
Telephone Number: (386) 761-6810
E-mail Address: bblais@qlha.com
- c) Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice, or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) shall not constitute proper written notice under the terms of the Agreement.

SECTION 19: DESIGNATED REPRESENTATIVES.

- a) The City Manager, or his designated representative, represents the CITY in all matters pertaining to and arising from the work and the performance of this Agreement.
- b) The City Manager or his designated representative shall have the following responsibilities:
 - (1) Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
 - (2) Transmission of instructions, receipt of information, and interpretation and definition of CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
 - (3) Giving prompt written notice to the CONSULTANT whenever the CITY knows of a
- c) Until further written notice, the CITY's Designated Representative for this Agreement is:
 - City Manager
 - City of Holly Hill
 - 1065 Ridgewood Avenue
 - Holly Hill, Florida 32164
 - Telephone Number: (386) 248-9425
- d) Prior to start of any work under this Agreement, the CONSULTANT shall submit to the CITY detailed resumes of key professional personnel that will be involved in performing services described in the work. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Agreement. At any time hereafter that the CONSULTANT desires to change key professional personnel in an active assignment, it shall submit the Qualifications of the new professional personnel to the CITY for prior approval. Key professional personnel shall include the principal-in-charge, project managers, and others interfacing with CITY personnel.
- e) Until further written notice, the CONSULTANT's Designated Representative for this Agreement is:
 - Brad T. Blais, P.E., President
 - Quentin L. Hampton Associates, Inc.
 - PO Drawer 290247
 - Port Orange, FL 32129
 - Telephone Number: (386) 761-6810
 - E-mail Address: bblais@qlha.com

SECTION 20: WORK ORDERS.

- a) The provision of services to be performed under this Agreement may commence immediately upon the execution of a Work Order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each Work Order shall reference this agreement by title and date, include a detailed description of quantities, services, and a completion schedule,

and will be provided on CONSULTANT letterhead. Services described in said Work Order will commence upon the issuance of a CITY Notice-To-Proceed.

- b) If the services required to be performed by a Work Order is clearly defined, the Work Order shall be issued on a "Fixed Fee" basis. The CONSULTANT shall perform all services required by the Work Order but in no event shall the CONSULTANT be paid more than the negotiated Fixed Fee amount stated therein.
- c) The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various Work Orders described in the Work Order.
- d) If the services are not clearly defined, the Work Order may be issued on a "Time Basis Method" and contain a Not-to-Exceed amount. If a Not-to-Exceed amount is provided, the CONSULTANT shall perform all work required by the Work Order; but in no event shall the CONSULTANT be paid more than the Not-to-Exceed amount specified in the applicable Work Order.
- e) For Work Orders issued on a "Fixed Fee Basis," the CONSULTANT may invoice the amount due based on the percentage of total Work Order services actually performed and completed; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.
- f) For Work Orders issued on a "Time Basis Method" with a Not-to-Exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the Not-to-Exceed amount equal to a percentage of the total services actually completed.
- g) Each Work Order issued on a "Fixed Fee Basis" or "Time Basis Method" with a Not-to-Exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h) or Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount, the CONSULTANT may invoice the amount due for services actually performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on Work Orders issued on a "Time Basis Method" with a Limitation of Funds amount.

SECTION 21: CHANGE ORDERS.

- a) The CITY may revise the Description of Services set forth in any particular Work Order.
- b) Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the services authorized. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. An Agreement between the parties on and execution of any Change Order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and

to the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c) If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised Qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by Change Order to the Work Order.

SECTION 22: COMPENSATION.

- a) Compensation to the CONSULTANT for the services performed on each Work Order shall be as set forth the Work Order/Change Order or as set forth in Exhibit C which enumerates hourly rates and other charges of the CONSULTANT. The initial fee for the subject Project shall be as subsequently negotiated by the parties.
- b) The CITY shall not pay for items such as gas, tolls, mileage, meals, etc. and other items not directly attributable to items produced for each Work Order. All such costs incurred within the Volusia County area or in transit from The CONSULTANT's servicing office and the CITY shall be considered non-reimbursable.
- c) Work performed by the CONSULTANT without written approval by the CITY's Designated Representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d) In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's Designated Representative in order that the CITY may take remedial action.
- e) Pricing has been calculated based on the current prices for the goods and/or services that are the subject of the RFQ. However, the market for the goods and/or services that pertain to this RFQ may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: Engineering News Record, Construction Cost Index, etc.. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable

SECTION 23: INVOICE PROCESS.

- a) Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each Work Order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services, a Project Status Report, the cost of the services, the name and address of the CONSULTANT, Work Order Number, Purchase Order Number, Contract Number and all other information required by this Agreement.
- b) Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment in accordance with the *Florida Prompt Payment Act*.
- c) The CONSULTANT will be notified by the CITY of any disputable items contained in invoices in accordance with the *Florida Prompt Payment Act* with an explanation of the deficiencies.
- d) The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e) Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, Purchase Order, the billing period, and include a Project Status Report for the period being billed.
- f) The *Florida Prompt Payment Act* shall apply.
- g) Invoices are to be forwarded directly to the designated project manager:

CITY of Holly Hill
1065 Ridgewood Avenue
Holly Hill, Florida 32117

SECTION 24: TERMINATION OF AGREEMENT.

- a) The CITY may terminate this Agreement or any Work Order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a Work Order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of Federal or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or

- (5) The CONSULTANT violates the Standards of Conduct provisions herein or any provision of State or local law or any provision of the CITY Code of Conduct.
- b) In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default, and may immediately terminate this Agreement or any Work Order in progress under this Agreement.
- c) In the event that this Agreement or a Work Order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the Work Order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

SECTION 25: TERMINATION BY CONSULTANT FOR CAUSE.

- a) The CONSULTANT may terminate this Agreement if:
- (1) The CITY materially fails to meet its obligations and responsibilities as contained in Section 14; CITY Rights and Responsibilities; or
- (2) The CITY fails to pay the CONSULTANT in accordance with this Agreement.
- b) In the event of either of the causes described in Subsection (a), the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fourteen calendar days of the receipt of said show cause notice, the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

SECTION 26: TERMINATION BY THE CITY WITHOUT CAUSE.

- a) Notwithstanding any other provision of this Agreement, the CITY Manager shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific Work Order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty (30) calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b) In the event that this Agreement is terminated, the CITY shall identify any specific Work Order(s) being terminated and the specific Work Order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c) This Agreement will remain in full force and effect as to all authorized Work Order(s) that is/are to be continued to completion.

SECTION 27: PAYMENT IN THE EVENT OF TERMINATION.

In the event this Agreement or any Work Order is terminated or canceled prior to final completion payment for the unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services shall be paid to the CONSULTANT.

SECTION 28: ACTION FOLLOWING TERMINATION.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

SECTION 29: SUSPENSION.

- a) The performance or provision of the CONSULTANT services under any Work Order under this Agreement may be suspended by the CITY at any time.
- b) In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing. Such suspension becoming effective upon the date stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c) Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

SECTION 30: ALTERNATIVE DISPUTE RESOLUTION (ADR).

- a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b) The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c) In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 31: SEVERABILITY.

- a) If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

- b) All provisions of this Agreement shall be read and applied in Pari Materia with all other provisions hereof.
- c) Violation of this Agreement by the CONSULTANT is recognized by the parties to constitute irreparable harm to the CITY.

SECTION 32: CONTROLLING LAWS/VENUE / INTERPRETATION.

- a) This Agreement is to be governed by the laws of the State of Florida.
- b) Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida.
- c) This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 33: INDEMNITY

- a) The CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the contract.
- b) CITY and CONSULTANT acknowledge that the conditions of any construction contract shall include language, satisfactory to the CITY's attorney, in which the contractor agrees to hold harmless and to defend CITY, its agents and employees from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder.
- c) Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
- d) In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or sub CONSULTANTS, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or sub CONSULTANTS, under Workers Compensation acts, disability benefits acts, or other employee benefit acts.
- e) The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverage's.

SECTION 34: INSURANCE.

- a) The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: The CONSULTANT shall provide Worker Compensation insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:
 - \$500,000 Each Accident
 - \$100,000 Disease Each Employee
 - (2) Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:
 - \$1,000,000 Bodily Injury & Property Damage - each occurrence
 - \$1,000,000 Personal & Advertising Injury - each occurrence
 - \$2,000,000 General Aggregate
 - (3) Comprehensive Business Automobile Liability: The CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 Bodily Injury and Property Damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 CSL or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other Required Insurance Coverage: Where unusual operations are necessary to complete the work, such as Longshoremen and Harbor Workers' Exposures, use of aircraft or watercraft, use of explosives, and any high risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, required additional insurance coverage's.
- b) All insurance other than Workers Compensation and Professional Liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverage's extend to any sub- CONSULTANT, and the CONSULTANT shall be responsible for all sub CONSULTANTS.
- c) The CONSULTANT shall provide Certificates of Insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first Work Order under this Agreement. These Certificates of Insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall relieve the CONSULTANT of the CONSULTANT's full responsibility

for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its Certificate of Authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d) The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new Certificate of Insurance.
- e) The CONSULTANT shall provide Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f) The CONSULTANT shall provide updated Certificate of Insurance form(s) directly to the CITY's Designated Representative upon renewal of any policy.
- g) Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- h) The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.
- i) The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- j) All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

SECTION 35: EQUAL OPPORTUNITY EMPLOYMENT/NON-DISCRIMINATION

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the Federal government issued there under, and any and all requirements of Federal or State law related thereto.

SECTION 36: ACCESS TO RECORDS/AUDIT/PUBLIC RECORDS

- a) The CONSULTANT shall maintain books, records, documents, time and costs accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- b) The CONSULTANT shall maintain and allow access to the records required under this Section for a minimum period of five years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.
- c) The CITY reserves the right to unilaterally terminate this Agreement if the CONSULTANT refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the CONSULTANT in conjunction, in any way, with this Agreement.
- d) The CITY may perform, or cause to have performed, an audit of the records of the CONSULTANT before or after final payment to support final payment under any Work Order issued hereunder. This audit shall be performed at a time mutually agreeable to the CONSULTANT and the CITY subsequent to the close of the final fiscal period in which services are provided or performed. Total compensation to the CONSULTANT may be determined subsequent to an audit as provided for in this Section, and the total compensation so determined shall be used to calculate final payment to the CONSULTANT. Conduct of this audit shall not delay final payment as required by this Section.
- e) In addition to the above, if Federal, State, County, or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida, or the County of Volusia, or any representative, shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.
- f) In the event of any audit or inspection conducted reveals any overpayment by the CITY under the terms of the Agreement, the CONSULTANT shall refund such overpayment to the CITY within thirty days of notice by the CITY of the request for the refund.
- g) The CONSULTANT agrees to fully comply with all State laws relating to public records.
- h) The CONSULTANT agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

SECTION 37: 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.

SECTION 38: SUBMITTALS.

The following are items the CONSULTANT must submit to the CITY as stated in this Agreement:

1. Certificates of Insurance
 - a) Worker compensation insurance for all employees; Section 33, Paragraph (a)
 - b) Certificates of Liability Insurance; Section 33, Paragraph (a)
2. American with Disabilities Act; Section 16, Paragraph (f)
3. Price Schedule
4. Business Tax Receipt
5. Request for Taxpayer Identification Number and Certification IRS Form W-9

All provided to the CITY must be accurate and updated certifying the CONSULTANT is proceeding correctly.

SECTION 39: MAINTENANCE OF RECORDS

CONSULTANT will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. OWNER, or any duly authorized agents or representatives of OWNER, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

SECTION 40: OWNERSHIP OF DOCUMENTS

Upon completion or termination of each Work Order, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared or developed by CONSULTANT under this Agreement shall be delivered to and become the property of CITY. CONSULTANT, at its own expense, may retain copies for its files and internal use. To the extent permitted by law, CITY agrees to indemnify and hold harmless CONSULTANT with respect to any claim, loss or damage, including attorney's fees incurred by CONSULTANT due to the CITY's use of said records, documents, tracings, plans, specifications, maps, evaluations, reports, computer disks and other technical data on some other project, unless such use is authorized by CONSULTANT.

With respect to and in consideration for the indemnification provided by CITY, CONSULTANT agrees to pay to CITY \$10.00, the sufficiency and receipt of which is acknowledged through the signing of this Agreement.

SECTION 41: EXHIBITS.

Each Exhibit referred to and attached to this Agreement is an essential part of this Agreement. The Exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

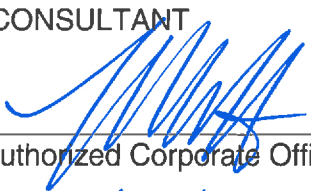
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its CITY Commission taking action on the _____ day of _____, _____, and the CONSULTANT signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



Authorized Corporate Officer

CONSULTANT

By: 

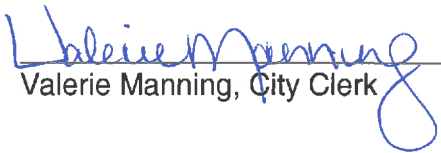
Authorized Corporate Officer

Date: 11/12/15

As approved by the CITY Commission of the CITY of Holly Hill at its meeting of 10 day of NOVEMBER.

ATTEST:

CITY OF HOLLY HILL



Valerie Manning, City Clerk

By: 

Joseph A. Forte, City Manager

Date: 12-4-2015

EXHIBIT A

Scope of Services

GENERAL SCOPE OF SERVICES:

CONSULTANT shall provide to CITY professional engineering services in all phases of the work to which this General Engineering Services Agreement applies. The exact nature and magnitude of the required professional services cannot be defined precisely at the time of entering into this Agreement. The services to be performed by CONSULTANT will be set forth in the scope of services described in Work Orders to be issued by CITY from time to time. This shall include, at a minimum, the following services:

- Program Management Services
- Special Services such as Feasibility Studies and Planning
- Stormwater Management Design
- Paving and Drainage Improvements
- Roadway and Enhancement Project Design including FDOT or County related projects
- Traffic Engineering
- Construction Design, Contract Administration, Engineering and Inspection
- Public Works Permitting and Inspections
- Wastewater Treatment Plant, pump station and collection system design
- Water Treatment Plant and distribution system design
- Electrical/Electronic/SCADA system upgrades
- Property, Boundary, Easements, R/W, Topographic, and Utility surveys
- Site Plan Review
- Other miscellaneous professional services that the city may desire

SERVICES

The scope of this Contract includes, but is not limited to:

Program Management Services

- Assist with program and project prioritization including benefit/cost analysis, preparation of business cases and related financial analysis.
- Provide support of scope management, cost management (including earned value management), schedule management, risk analysis, communications management, stakeholder management, and other related duties.
- Assist in quality management including the creation and oversight of a new internal Quality Assurance and Quality Control Process. Perform quality control, including constructability reviews, for design document submittals, including work performed by other Consultants.
- Assist in the creation and oversight of a Change Management System for all proposed scope changes, additional budget requests, consultant additional fee requests, etc.
- Assist in the management of the existing Purchasing Contracts including analysis and reporting of proper contract usage and Consultant rotation (for Master Contracts).
- Assist in the creation of Scope documents, special Contract Provisions, Project Concept Reports, Request for Proposal (RFP) documents and other related documents for new Professional Services Contracts.
- Assist in the creation of documents required for Purchasing Construction Projects.
- Assist in the tracking of work orders and contract expirations and required financial related amendments.

- Prepare project schedules, costs estimates and value engineering analysis and/or review this information that is provided to the CITY by others as needed.
- Present/ provide public meeting support.
- Preparing official minutes for project related meetings for the City of Holly Hill's approval and dissemination.
- Assist with conducting man-hour costs and project schedule negotiations with Consultants.
- Provide Value Engineering services as requested.
- Provide Structural Engineering review services and expertise as needed.
- Research Engineering related topics as needed and provide related technical summaries of requested information.
- Provide expertise in a variety of other Engineering topics as requested.
- Provide Utility Coordination and support, including pre-construction coordination, related to all Capital Projects.
- Serve as a liaison for FDOT or Volusia County projects within the City of Holly Hill as needed.
- Provide temporary in-house program management staff, if requested, on a part-time or full-time basis.

Planning Support

- Prepare various concept and feasibility studies for Capital Projects as needed.
- Analyze alternative design concepts and prepare technical reports as needed.
- Perform transportation planning and traffic operations studies for various projects as needed.
- Prepare Complete Street or Context Sensitive Design studies as needed.
- Provide review of Project Development and Environment (PD&E) studies being performed within the city.

Design Support

- As requested, furnish expertise, labor and resources in preparing complete code compliant sets of construction contract documents, plans, specifications and special provisions as needed for Capital Projects. These projects include, but are not limited to, roadway, sidewalk, trail, stormwater and/or water quality, buildings, landscaping/irrigation, water/wastewater treatment plant, water distribution, wastewater collections, and well field projects.
- Provide Survey and Mapping services as needed to complete the required design services.
- Provide any post design services and/or plan update services as needed to include record drawings and as-built drawings.
- Attend meetings as necessary and provide any related Public Information support.
- Prepare Maintenance of Traffic (MOT) plans as needed and/or provide the review of MOT plans prepared by others.
- Prepare Landscape Design plans as needed and/or review Landscape Plans prepared by others.
- Provide Geotechnical Engineering support as needed.
- Provide other services as needed related to the Design elements of related Capital Projects.

Construction Engineering and Inspection Services

- Conducting and/or attending preconstruction meetings.
- Review and approval of shop drawings, products, etc.
- Preparation of change orders.
- Construction contract administration.
- Construction engineering and inspection services.
- Coordination/provision of record drawings and as-built drawings.

- Construction services for FDOT funded projects which must follow FDOT guidelines.
- Additional engineering services as may be required during the course of construction.

Grant Funding Support

- Assist in preparation of various grant applications and associated documents for Public Works Department related grants.
- Assist in coordination with the Florida Department of Transportation for LAP projects and assist in the preparation of the necessary forms and related documents.
- Assist with duties related to the various committees at the River to Sea Transportation Planning Organization (TPO), including review of agenda packet technical information, preparation of Prioritized Project Lists, creation of new project applications, preparation of presentations and other associated duties.
- Provide other related grant funding support as needed.

Miscellaneous Support

- Provide assistance to obtain all permits for Capital Projects or others as required for the Public Works Department.
- Consumptive use permitting, DEP operating and/or construction permits.
- NPDES wastewater permitting, reuse permitting, capacity analysis reports, reuse feasibility reports.
- SJRWMD permitting, NPDES MS4 permitting support, Corp of Engineers permitting, etc.
- Provide assistance for property acquisitions related to hearings, condemnations proceedings, and other litigation including the preparation of trial exhibits.
- Site plan review services.
- Provide appraisals and other property acquisition support as needed.
- Preparation of applicable easements, R/W acquisition documents.
- Provide environmental research and support, including, but not limited to, contamination analysis, wetland research and analysis, threatened and endangered species and archeological and historical research.
- Assist with necessary duties as required related to disaster storm/recovery. Coordinate with FEMA, NRCS and FHWA for reimbursements and potential funding to repair storm related damage to the Transportation and Stormwater system.
- Provide assistance with the CITY's Asset Management system including review and prioritization of asset management data (such as pavement condition index scores, etc.).
- Provide coordination and analysis of the CITY's Work Management System and assist with the integration of the CITY's Asset Management System.
- Preparation or procurement of operation and maintenance manuals
- Perform other duties as needed; services dictated by the needs of the CIP and other specific projects

Exhibit B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129		CONTACT NAME: Melissa Adrian, CPSR PHONE (A/C, No, Ext): (386) 767-3161 FAX (A/C, No): (386) 760-1770 E-MAIL ADDRESS: melissa@catonhosey.com																						
INSURED QUENTIN L HAMPTON & ASSOCIATES INC PO BOX 290247 PT ORANGE FL 32129		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A</td><td>American Casualty Co of Reading PA</td><td>20427</td></tr><tr><td>INSURER B</td><td>Westfield Insurance Company</td><td>24112</td></tr><tr><td>INSURER C</td><td>Commerce & Industry</td><td>19410</td></tr><tr><td>INSURER D</td><td>Continental Casualty Ins Co C/o Cna</td><td>20443</td></tr><tr><td>INSURER E</td><td></td><td></td></tr><tr><td>INSURER F</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	American Casualty Co of Reading PA	20427	INSURER B	Westfield Insurance Company	24112	INSURER C	Commerce & Industry	19410	INSURER D	Continental Casualty Ins Co C/o Cna	20443	INSURER E			INSURER F		
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INSURER F																								

COVERAGES**CERTIFICATE NUMBER:** CL1532712811**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			1069074479	4/5/2015	4/5/2016	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
☐ POLICY ☒ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:								\$
B	AUTOMOBILE LIABILITY			CWP0986697	4/5/2015	4/5/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
							PIP-Basic	\$ 10,000
C	UMBRELLA LIAB			EBU066694732	4/5/2015	4/5/2016	EACH OCCURRENCE	\$ 4,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$ 4,000,000
	DED	RETENTION \$						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			1069060341	4/5/2015	4/5/2016	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Holly Hill
1065 Ridgewood Avenue
Holly Hill, FL 32117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Hosey/ASHOOK

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/28/2015

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PRODUCER USI Insurance Services, LLC 1715 N. Westshore Blvd. Suite 700 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="805 422 1425 447">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1425 422 1567 447">NAIC #</th> </tr> <tr> <td data-bbox="805 447 1425 478">INSURER A : XL Specialty Insurance Company</td> <td data-bbox="1425 447 1567 478">37885</td> </tr> <tr> <td data-bbox="805 478 1425 510">INSURER B :</td> <td data-bbox="1425 478 1567 510"></td> </tr> <tr> <td data-bbox="805 510 1425 541">INSURER C :</td> <td data-bbox="1425 510 1567 541"></td> </tr> <tr> <td data-bbox="805 541 1425 573">INSURER D :</td> <td data-bbox="1425 541 1567 573"></td> </tr> <tr> <td data-bbox="805 573 1425 604">INSURER E :</td> <td data-bbox="1425 573 1567 604"></td> </tr> <tr> <td data-bbox="805 604 1425 636">INSURER F :</td> <td data-bbox="1425 604 1567 636"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance Company	37885	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Quentin L. Hampton Associates, Inc. PO Drawer 290247 4401 Eastport Pkwy Port Orange, FL 32127-0247															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR9722651	04/03/2015	04/03/2016	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER

CANCELLATION

City of Holly Hill
 1065 Ridgewood Ave
 Holly Hill, FL 32117

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Exhibit C
WORK ORDER FORM



WORK ORDER-SERVICES# _____

Encumbrance PO Number: _____

City of Holly Hill (Buyer)

Resolution #: _____

Vendor Name:	Date:
Address:	Bid #:
City, State & Zip:	Project:
	Commission Approval Date:

Budgeted/Existing: _____ New: _____ Continuing Service: _____

Mail Invoices in duplicate to:
City of Holly Hill

Total Cost: \$ _____

Holly Hill, Florida 321 _____

ATTACHMENTS TO THIS WORK ORDER:

- ☐ Description of Services
- ☐ Drawings/Plans/Specifications
- ☐ Special Conditions
- ☐ Rate Schedule

METHOD OF COMPENSATION:

- ☐ Fixed Fee Basis
- ☐ Not To Exceed
- ☐ Unit Price

TIME FOR COMPLETION: The obligation of the Vendor to provide services to the City shall commence upon execution of this Work Order (WO) by the parties and services shall be completed by _____. Failure to meet the completion date may be grounds for termination of this WO and the underlying contract for default. Time is of the essence.

WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this _____ day of _____, 20____, for the purposes stated herein.

(THIS SECTION TO BE COMPLETED BY THE CITY)

ATTEST:

Vendor

_____, Attesting Officer

_____, Officer with Corporate Signatory Authority

Date: _____

WITNESSES:

CITY OF HOLLY HILL

Department Head approved RAP on _____.

Authorized Signatory

WORK ORDERS TERMS AND CONDITIONS

- Execution of this Work Order (WO) by the City shall serve as authorization for the Vendor to provide for the stated services as set out in this WO. It is expressly understood by the Vendor that this WO, until executed by the City, does not authorize the Vendor to perform any services for the City.
- This WO shall take effect on the date of its execution by the City and expires upon final completion, inspection and payment unless terminated earlier in accordance with the termination provisions herein. The Vendor shall sign this WO first and the City second. This WO will be forwarded to the Vendor upon execution by the City.
- The Vendor shall provide services pursuant to this WO, its attachments, and the underlying Agreement (as amended, if applicable) which is incorporated herein by reference as if it had been set out in its entirety. In the

event that the terms and conditions of this WO are inconsistent with the terms and conditions of an underlying contract which is implemented, in whole or part, by this WO; then the terms and conditions of the underlying contract shall apply.

- Compensation is based on the method indicated on the first page of this WO.
- Payments to the Vendor shall be made by the City in strict accordance with the payment terms and conditions listed below or in the underlying contract.
- By accepting this WO, the Vendor accepts all the terms and conditions included herein.
- The City reserves the right, without liability of any type, to cancel this WO as to any services not yet performed or tendered, and to purchase substitute services and to charge the Vendor for any loss incurred.
- The City may cancel this WO, any outstanding services hereunder, or reschedule in whole or in part, for cause or no cause, upon written notice to the Vendor sent at least fourteen (14) days prior to the completion date specified. The City may cancel this WO in whole or in part at any time for default by written notice to the Vendor.
- The City shall have no liability to the Vendor beyond payment of any balance owing for services completed hereunder and accepted by the City prior to the Vendor's receipt of the notice of termination.
- Prices stated on this WO are firm, all inclusive and consistent with applicable negotiations, bid(s) and/or quotations. The City is exempt from the Florida sales and use taxes and will furnish the Vendor with proof of tax exemption upon written request.
- The City reserves the right to conduct any inspection or investigation to verify compliance of the services with the requirements of this purchase and to reject any delivery not in compliance and, if the deficiency is not visible at the time of acceptance, to take and require appropriate corrective action.
- The Vendor agrees to comply with all Federal, State of Florida, Volusia County and City laws, ordinances, regulations, authority and codes and authority having jurisdiction over the purchase. This WO shall be governed by and interpreted in accordance with the laws of the State of Florida. In any action or proceeding required to enforce or interpret the terms of this Agreement, venue shall be of the Seventh Judicial Circuit in and for Volusia County, Florida.
- The Vendor agrees to indemnify, hold harmless and defend the City: (1) from any loss, expense, claim or damage arising from any claim or action based on any acts or omissions of the Vendor, its employees, servants, agents or sub CONSULTANTS; (2) with respect to any and all claims, suits, actions, and proceedings of actual or alleged infringements of any letter, patent, register of industrial design, trademark or trade name, trade secret, copyright or other protected right in any country resulting from any sale, use or manufacture of any goods delivered hereunder. The City reserves its right to be represented in any such action by its own counsel. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the City as set forth in Section 768.28, *Florida Statutes*.
- The Vendor shall not assign this WO, any rights under this WO or any monies due or to become due hereunder, nor delegate or subcontract any obligations or work hereunder without the prior written consent of the City.
- The Vendor shall perform the obligations of this WO as an independent CONSULTANT and under no circumstances shall it be considered as agent or employee of the City.
- The Vendor ensures that its personnel shall comply with reasonable conduct guidelines and City policies and procedures. A person or affiliate who has been placed on the convicted vendor list may not submit a bid or transact business with the City in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. In compliance with 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act (INA)], the City will not intentionally make an award or upon discovery of a violation will unilaterally cancel this WO with any vendor who knowingly employs unauthorized alien workers.
- If this WO involves the Vendor's performance on the City's premises or at any place where the City conducts operations, the Vendor shall request information from the Purchasing Manager regarding insurance coverage requirements. Noncompliance with this item shall place the Vendor in default and subject to disbarment from the City's Vendor List.
- The failure of the City to enforce any provision of this WO, exercise any right or privilege granted to the City hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

**Exhibit D
AMERICANS WITH DISABILITIES ACT
AFFIDAVIT**

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

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

DATED this 12th day of November, 2015.

Quentin L. Hampton Associates, Inc.

(Name of PROPOSER)

[Signature]
(Signature of person signing FORM)

Brad T. Blais, P.E.

(Printed name of person signing FORM)

President

(Title of person signing FORM)

Sworn to and subscribed before me

This 12th day of November, 2015.

[Signature]

Signature of Notary (& Stamp)

Notary Public, State of

Florida

Personally Known ☒ or

Produced Identification _____
(type of identification)



Exhibit E
FEE SCHEDULE

QUENTIN L. HAMPTON ASSOCIATES, INC.
HOURLY RATE AND FEE SCHEDULE
(Revised November 2015)

Position	Rate
Expert Witness.....	\$250
Principal.....	\$175
Project Manager.....	\$175
Professional Engineer.....	\$140
Engineering Intern.....	\$100
Construction Services Supervisor.....	\$85
Production Supervisor.....	\$80
GIS Technician.....	\$75
CADD Technician.....	\$75
Grant/Funding Coordinator.....	\$70
Federal Grant Compliance Specialist.....	\$70
Construction Project Representative (Inspector).....	\$65
Sr. Administrative Supervisor.....	\$60
Administration Support.....	\$50

Construction Engineering and Inspection (CEI) Services

Senior Project Engineer.....	\$175
Project Administrator/Project Engineer.....	\$140
Assistant Project Administrator/Project Engineer.....	\$100
Senior Inspector/Senior Engineer.....	\$85
Utility Coordinator.....	\$85
Senior Inspection Building Structures.....	\$85
Resident Compliance Specialist.....	\$70
Inspector/Engineer Intern.....	\$65
Asphalt Plant Inspector.....	\$65
Public Information Officer.....	\$65
Building Inspector/Electrical.....	\$65
Contract Support Specialist.....	\$60
Associate Contract Support Specialist.....	\$50
Inspector's Aide.....	\$50
Secretary/Clerk Typist.....	\$50

Subsurface Utility Engineering (SUE) Services

Project Manager.....	\$140
Project Coordinator.....	\$70
Field Technician.....	\$65
Administrative Support.....	\$50
Vacuum Excavator.....	\$600/day
Ground Penetrating Radar (GPR).....	\$150/day
Truck.....	\$300/day

Building Code Services

Chief Building Official	\$85
Fire Safety Inspector/Fire Systems Plan Review	\$80
Building Plans Examiner	\$75
Building Inspector	\$65

Reimbursable Expenses:

<u>Item</u>	<u>Fee</u>
Printing /Reproduction/Graphics	Actual Cost
Sub-Consultant Services	Actual Cost
SUE Field/Marking/Restoration Supplies	Actual Cost
Travel.....	Actual Cost
Sales Tax	Actual cost if/when sales tax is applicable

Schedule Notes:

1. Schedule shall be subject to annual adjustments
2. Reimbursables subject to a 10% administrative fee, if allowed or as otherwise specified in Contract.
3. Rates are hourly rates unless otherwise noted.

Exhibit F
BUSINESS TAX RECEIPT

2015/ 2016

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 198502020070 Expires: September 30, 2016
Business Location: 4401 EASTPORT PARK WAY

Business Name: QUENTIN L HAMPTON ASSOC INC
Owner Name: QUENTIN L HAMPTON ASSOC INC
Mailing Address: P O DRAWER 290247
PORT ORANGE, FL 32129

<u>BUSINESS TYPE</u>	<u>CODE</u>	<u>COUNT</u>	<u>TAX</u>
Architect or Engineer	461AE		\$30.00

- This receipt indicates payment of a tax, which is levied for the privilege of doing the type(s) of business listed above within Volusia County. This receipt is non-regulatory in nature and is not meant to be a certification of the holder's ability to perform the service for which he is registered. This receipt also does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.
- The business must meet all County and/or Municipality planning and zoning requirements or this Business Tax Receipt may be revoked and all taxes paid would be forfeited.
- The information contained on this Business Tax Receipt must be kept up to date. Contact the Volusia County Revenue Division for instructions on making changes to your account.

**THIS PORTION OF THE BUSINESS TAX RECEIPT MUST BE
POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

Exhibit G
Request for Taxpayer Identification Number and Certification
(W-9 Form)

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Quentin L. Hampton Associates, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) PO Drawer 290247	Requester's name and address (optional) City of Holly Hill
	6 City, state, and ZIP code Port Orange, FL 32129-0247	1065 Ridgewood Avenue Holly Hill, FL 32117
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
5	9	-	1	2	2	1	2	6 1

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Quentin L. Hampton

Date ▶

11/11/15

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i) (B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

^{*}Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



February 17, 2017

The Honorable Catherine D. Robinson Mayor,
City of Bunnell
Post Office Box 756
Bunnell, Florida 32110

RE: Piggy-Back Contract for QLHA Engineering Services

Dear Mayor Robinson:

Quentin L Hampton Associates, Inc. (QLH) is pleased to hear that the City of Bunnell (the City) wishes to utilize our continuing engineer consulting services. As is common practice and in compliance with Florida laws, I understand the City has requested to "piggy-back" on another municipal contract that QLH holds for like services.

QLH is proposing to utilize our contract with City of Holly Hill. I have included a copy of the original agreement with City of Holly Hill.

If the City finds this contract to be a suitable purchasing mechanism, please sign below indicating your acceptance and return a copy to QLH. QLH is very grateful to be able to serve the people of the City of Bunnell and we appreciate the work you send us.

Respectfully,
QUENTIN L. HAMPTON ASSOCIATES, INC.

David A. King, P.E.
Vice President

DAK:el

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

Mayor Catherine Robinson

Date Signed



City of Bunnell, Florida

Agenda Item

Document Date: 2/17/2017 Amount: \$12,850
Department: Finance Account #: 402-0534-534-34.00
Subject: Request approval of Change Order for Debris Monitoring Purchase Order
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Invoice 51146078	Exhibit
Invoice 51149416	Exhibit

Summary/Highlights:

Change order to Tetra Tech emergency debris hauling and disposal monitoring for Hurricane Matthew.

Background:

On July 13, 2016 The City Commission approved the contract with Tetra Tech for emergency debris hauling and disposal monitoring. This contract was entered into based on the terms of cooperative bid number RFP-P040-0-2015. This cooperative RFP was solicited by Flagler County, the City of Bunnell, and other local municipalities.

On October 10, 2016 The City Commission approved a emergency purchase order for \$20,000 for this task. The original estimates were based on the Tetra Tech only monitoring the City's contract Hauler. To expedite the debris removal the City decided to use our own labor and equipment to assist the effort. To insure FEMA compliance the City asked Tetra Tech to monitor our activities. This includes documenting debris pick-up locations, debris destination monitoring, including load ticket verification.

The anticipated recovery from FEMA and the State of Florida is 87.5% (\$11,244). The City's required match is estimated at \$1,606. The staff will review the new FY2017 to try to identify cost savings to fund the City's required match. If savings are not identified funding will be from unrestricted reserves.

Staff Recommendation:

Authorize the change order to Tetra Tech for emergency debris hauling and disposal monitoring for Hurricane Matthew.

City Attorney Review:

Finance Department Review/Recommendation:

Recommend authorization of Change Order.



Tetra Tech Inc.
1 S. Wacker Dr.
37th Flr
Chicago, IL 60606
(312) 201-7700

Bill To:	Director of Public Works	INVOICE NUMBER:	51146078
ATTN:	City of Bunnell, FL	INVOICE DATE:	2/7/2017
	P.O. Box 756	FEDERAL TAX ID#:	95-4148514
	Bunnell, FL 32110	BILLING PERIOD TO:	11/1/2016

PROFESSIONAL SERVICES:

Project	103RS479310A	City of Bunnell			
Billing Title	Hours	Rate	Amount		
Administrative Assistant	25	\$ 32.00	\$	800.00	
Cost Recovery Specialist	19	\$ 89.00	\$	1,691.00	
Data Manager	30.5	\$ 55.00	\$	1,677.50	
Field Monitor	221.5	\$ 30.50	\$	6,755.75	
Field Monitor-OT	65	\$ 45.75	\$	2,973.75	
Field Supervisor	51.25	\$ 55.00	\$	2,818.75	
Field Supervisor-OT	52	\$ 82.50	\$	4,290.00	
Fixed Site Monitor	113	\$ 30.00	\$	3,390.00	
Fixed Site Monitor-OT	42.5	\$ 45.00	\$	1,912.50	
Project Manager	65.25	\$ 65.00	\$	4,241.25	
Grand Total	685		\$	30,550.50	

REMIT PAYMENT TO:

Wells Fargo Bank
ROUTING TRANSIT #121000248
TETRA TECH ACCOUNT #41331-60325
OR
Tetra Tech Inc.
PO Box 911642
Denver, CO 80291-1642

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.



Tetra Tech Inc.
1 S. Wacker Dr.
37th Flr
Chicago, IL 60606
(312) 201-7700

Bill To: Director of Public Works
ATTN: City of Bunnell, FL
P.O. Box 756
Bunnell, FL 32110

INVOICE NUMBER: 51149416
INVOICE DATE: 2/16/2017
FEDERAL TAX ID#: 95-4148514
BILLING PERIOD TO: 2/10/2017

PROFESSIONAL SERVICES:

Project	103RS479310A	City of Bunnell			
Billing Title	Hours	Rate		Amount	
Administrative Assistant	3.50	\$ 32.00	\$	112.00	
Cost Recovery Specialist	0.75	\$ 89.00	\$	66.75	
Data Manager	1.50	\$ 55.00	\$	82.50	
Fixed Site Monitor	5.50	\$ 30.00	\$	165.00	
Fixed Site Monitor-OT	17.00	\$ 45.00	\$	765.00	
Project Manager	17.00	\$ 65.00	\$	1,105.00	
Grand Total	45.25		\$	2,296.25	

REMIT PAYMENT TO:

Wells Fargo Bank
ROUTING TRANSIT #121000248
TETRA TECH ACCOUNT #41331-60325
OR
Tetra Tech Inc.
PO Box 911642
Denver, CO 80291-1642

To ensure accurate posting, please note the invoice number on your check. Interest will be charged on all past-due amounts per contract terms and conditions.



Billing Backup

INVOICE NUMBER: 51149416
INVOICE DATE: 2/16/2017
FEDERAL TAX ID#: 95-4148514
BILLING PERIOD TO: 2/10/2017

PROFESSIONAL SERVICES:

Project	103RS479310A	City of Bunnell			
Billing Title	Employee Name	Hours	Rate	Amount	
Administrative Assistant	Rodriguez, Vivian L (Vivia	2.00	\$ 32.00	\$	64.00
Administrative Assistant	Scholz, Rebecca	1.50	\$ 32.00	\$	48.00
Administrative Assistant Total		3.50	\$ 32.00	\$	112.00
Cost Recovery Specialist	Wigle, Matthew	0.75	\$ 89.00	\$	66.75
Cost Recovery Specialist Total		0.75	\$ 89.00	\$	66.75
Data Manager	O'Dell, Cody	1.50	\$ 55.00	\$	82.50
Data Manager Total		1.50	\$ 55.00	\$	82.50
Fixed Site Monitor	Alridge, Marcus	5.50	\$ 30.00	\$	165.00
Fixed Site Monitor Total		5.50	\$ 30.00	\$	165.00
Fixed Site Monitor-OT	Alridge, Marcus	17.00	\$ 45.00	\$	765.00
Fixed Site Monitor-OT Total		17.00	\$ 45.00	\$	765.00
Project Manager	Wright, William	17.00	\$ 65.00	\$	1,105.00
Project Manager Total		17.00	\$ 65.00	\$	1,105.00
Grand Total		45.25		\$	2,296.25



Billing Backup

INVOICE NUMBER: 51149416
 INVOICE DATE: 2/16/2017
 FEDERAL TAX ID#: 95-4148514
 BILLING PERIOD TO: 2/10/2017

PROFESSIONAL SERVICES:

Project 103RS479310A

City of Bunnell

Item Date	Employee Name	Billing Title	Task	PLC	Hours	Bill Rate	Amount
11/2/2016	Alridge, Marcus	Fixed Site Monitor	101	103-3005	5.50	\$ 30.00	\$ 165.00
11/2/2016	Alridge, Marcus	Fixed Site Monitor-OT	101	103-3005O	5.00	\$ 45.00	\$ 225.00
11/2/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/2/2016	Rodriguez, Vivian L (Vivian)	Administrative Assistant	101	103-3010	1.00	\$ 32.00	\$ 32.00
11/3/2016	Alridge, Marcus	Fixed Site Monitor-OT	101	103-3005O	12.00	\$ 45.00	\$ 540.00
11/3/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/3/2016	Rodriguez, Vivian L (Vivian)	Administrative Assistant	101	103-3010	1.00	\$ 32.00	\$ 32.00
11/4/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/5/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/6/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/7/2016	Wigle, Matthew	Cost Recovery Specialist	101	103-3003	0.50	\$ 89.00	\$ 44.50
11/7/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/8/2016	Wigle, Matthew	Cost Recovery Specialist	101	103-3003	0.25	\$ 89.00	\$ 22.25
11/8/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/9/2016	Wright, William	Project Manager	101	103-3001	2.00	\$ 65.00	\$ 130.00
11/21/2016	Wright, William	Project Manager	101	103-3001	1.00	\$ 65.00	\$ 65.00
1/23/2017	O'Dell, Cody	Data Manager	101	103-3002	0.50	\$ 55.00	\$ 27.50
1/24/2017	O'Dell, Cody	Data Manager	101	103-3002	0.50	\$ 55.00	\$ 27.50
2/5/2017	O'Dell, Cody	Data Manager	101	103-3002	0.50	\$ 55.00	\$ 27.50
2/7/2017	Scholz, Rebecca	Administrative Assistant	101	103-3010	1.50	\$ 32.00	\$ 48.00
					45.25		\$ 2,296.25



City of Bunnell, Florida

Agenda Item

Document Date: 2/9/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-03 Voluntarily Annexing ± .23 Acres of Property located in Flagler County- First Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

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

Background:

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

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

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

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

The applicant's representative can further explain this request.

Staff Recommendation:

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

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-03

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. Effect of Annexation.

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

Section 3. Administrative Actions.

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

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

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

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Codification.

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

Section 7. Effective Date.

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: 27th day of February 2017.

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

CITY COMMISSION, City of Bunnell, Florida.

By: _____ Date _____
Catherine D. Robinson, Mayor

Approved for form and content by:

_____ Date _____
Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Date _____

Seal:

Exhibit “A”

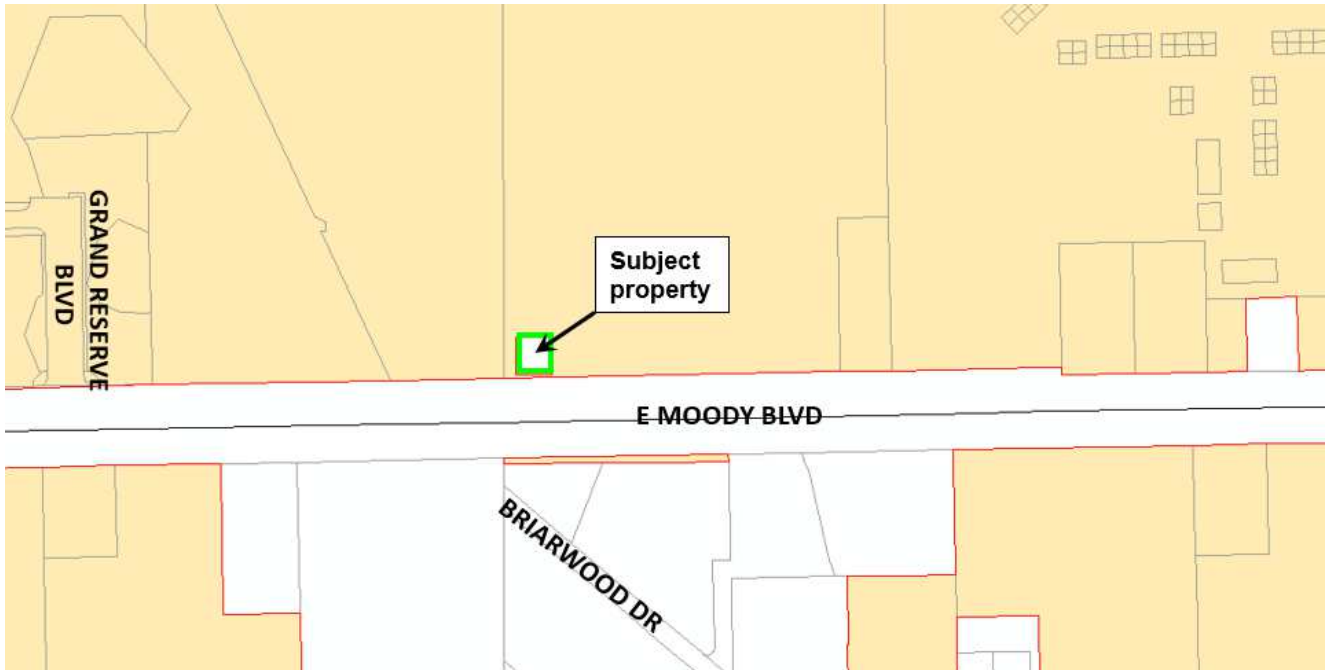
LOTS 27, 28, 29 AND 30, BLOCK 5 FLAGLER BEACH HEIGHTS SUBDIVISION,
ACCORDING TO THE PLAT THEREOF, FORMERLY RECORDED IN PLAT BOOK 1,
PAGE 29, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, AND
MORE FULLY DESCRIBED AS FOLLOWS:

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

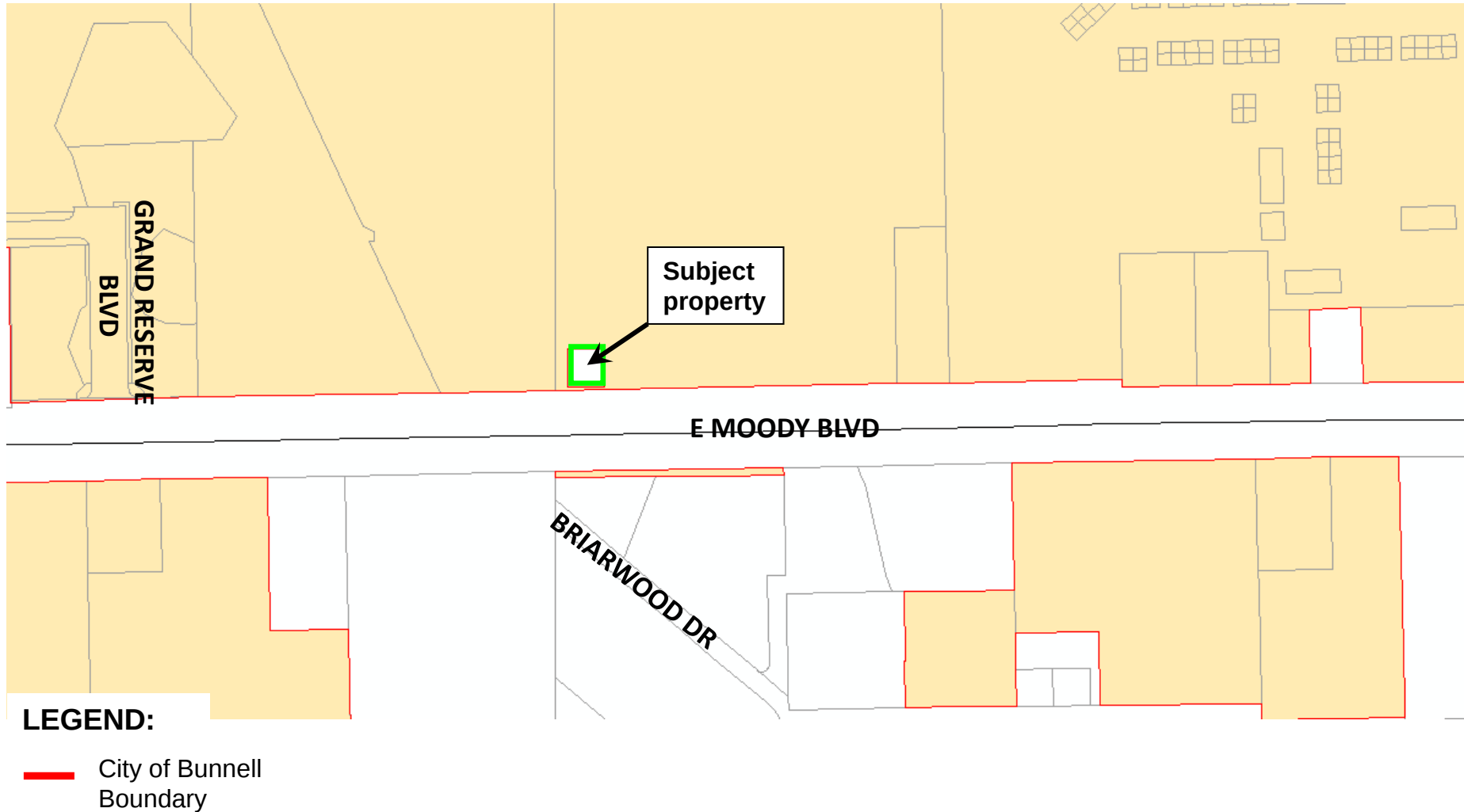
COMMENCE AT THE CONCRETE MONUMENT MARKING THE INTERSECTION OF
THE EAST LINE OF SECTION 12, TOWNSHIP 12 SOUTH, RANGE 30 EAST,
FLAGLER COUNTY, FLORIDA WITH THE CURRENT NORTHERLY RIGHT-OF-
WAY LINE OF STATE ROAD #100, A 200 FOOT RIGHT-OF-WAY AS NOW LAID
OUT AND USED, SAID POINT BEING ON A CURVE HAVING A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

EXHIBIT “B”

LOCATION MAP



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





City of Bunnell, Florida

Agenda Item

Document Date: 2/15/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-05 Amending the Bunnell Code of Ordinance Chapter 54 Providing Regulations for Swale Maintenance. - First Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

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

Background:

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

The proposed ordinance:

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

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

Staff Recommendation:

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

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-05

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

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

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

WHEREAS, said procedures are in need of addition; and

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

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

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

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

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

Section 1.

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

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

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

Section 2.

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

Section 54-6. Protection of Roadside Swales.

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

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

Section 3. Implementing Administrative Actions.

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

Section 4. Codification.

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

Section 5. Conflicts.

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

Section 6. Severability.

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

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

Section 7. Effective Date.

This Ordinance shall take effect immediately upon enactment.

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

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

CITY COMMISSION, City of Bunnell, Florida.

Attest:

By: _____
Catherine D. Robinson, Mayor

Sandra Bolser, City Clerk

Seal:

Approved for form and content by:

Wade Vose, City Attorney



City of Bunnell, Florida

Agenda Item

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

ATTACHMENTS:

Description	Type
Resolution 2017-02	Resolution
Purchaser's Certificate	Exhibit
Bank Offer	Exhibit
Ameris Loan payoff letter	Exhibit

Summary/Highlights:

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

Background:

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

Staff Recommendation:

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

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

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

RESOLUTION NO. 2017-02

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING THE ISSUANCE OF A NON-AD VALOREM REFUNDING REVENUE NOTE, SERIES 2017 IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$732,126.79 TO REFUND THE CITY'S OUTSTANDING NON-AD VALOREM REVENUE NOTE, SERIES 2015; PROVIDING THAT THE NOTE SHALL BE A LIMITED OBLIGATION OF THE CITY PAYABLE FROM NON-AD VALOREM REVENUES BUDGETED, APPROPRIATED AND DEPOSITED AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

Section 2. Definitions. All capitalized undefined terms shall have the same meaning as set forth in this Resolution. In addition, the following terms, unless the context otherwise requires, shall have the meanings specified in this section. Words importing the singular number shall include the plural number in each case and vice versa.

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

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

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

"City Attorney" shall mean Vose Law Firm LLP.

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

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

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

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

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

"Maturity Date" shall mean February 26, 2030.

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

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

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

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

"Original Purchaser" shall mean CenterState Bank.

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

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

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

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

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

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

"State" shall mean the State of Florida.

Section 3. Findings.

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

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

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

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

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

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

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

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

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

Section 4. Authorization of Note and the Project. Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Bunnell, Florida Non-Ad Valorem Refunding Revenue Note, Series 2017" is hereby authorized to be issued under and secured by this Resolution in the principal amount of not to exceed \$732,126.79 for the purpose of currently refunding the Series 2015 Note. The Note is hereby authorized. Costs of issuance associated with the Note shall be paid by the Original Purchaser.

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

Prior to the issuance of the Note, the City shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit C and a Disclosure Statement containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit D.

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

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

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

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

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

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

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

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

Section 7. Execution and Authentication of Note. The Note shall be executed in the name of the City by the Mayor, attested by the City Clerk, approved as to form and correctness by the City Attorney, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The Note may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such Note shall hold the appropriate office in the City, although at the date thereof the person may not have been so authorized.

Section 8. Registration and Exchange of the Note; Persons Treated as Owner. The Note is initially registered to the Original Purchaser. So long as the Note shall remain unpaid, the City will keep books for the registration and transfer of the Note. The Note shall be transferable in whole and not in part and only upon such registration books.

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

Section 9. Payment of Principal and Interest; Limited Obligation. The City promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Note is secured by a pledge of and lien upon the Pledged Revenues in the manner and to the extent described herein. The Note shall not be or constitute a general obligation or indebtedness of the City as a "bond" within the meaning of Article VII, Section 12 of the Constitution of Florida, but shall be payable solely from the Pledged Revenues in accordance with the terms hereof. No Owner of the Note issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or the use of Ad Valorem Revenues to pay

such Note, or be entitled to payment of such Note from any funds of the City except from the Pledged Revenues as described herein.

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

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

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

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

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

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

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

City's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said fund or account.

Section 12. Tax Covenant. The City covenants to the Owner of the Note provided for in this Resolution that the City will not make any use of the proceeds of the Note at any time during the term of the Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The City will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the Owner thereof for purposes of federal income taxation.

Section 13. Amendment. This Resolution shall not be modified or amended in any respect subsequent to the issuance of the Note, except with the written consent of the Owner of the Note.

Section 14. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Note is intended or shall be construed to give to any Person other than the City and the Owner any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the City and the Owner.

Section 15. Note Mutilated, Destroyed, Stolen or Lost. In case any of the Note shall become mutilated, or be destroyed, stolen or lost, the City shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in exchange and in substitution for such mutilated Note, or in lieu of and in substitution for the Note destroyed, stolen or lost and upon the Owner furnishing the City proof of ownership thereof and indemnity reasonably satisfactory to the City and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur. The Note so surrendered shall be canceled.

Section 16. Impairment of Contract. The City covenants with the Owner of the Note that it will not, without the written consent of the Owner of the Note, enact any ordinance or adopt any resolution which repeals, impairs or amends in any manner adverse to the Owner the rights granted to the Owner of the Note hereunder.

Section 17. Events of Default; Remedies of Owner of the Note.

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

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

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

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

(E) In the event the Owner exercises any of the remedies set forth in this Resolution or the Note to protect and enforce its rights hereunder, the Owner may recover from the City all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.

Section 18. Annual Audit; Budget. The City shall, immediately after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be

prepared in conformity with generally accepted accounting principles. The City shall annually provide to the Original Purchaser a copy of its audited financial statements within 270 days of the Fiscal Year end.

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

Section 19. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

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

Section 21. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinafter," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 22. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 23. Authorization of Other Action. The Mayor, City Manager, City Attorney and City Clerk are each designated agents of the City in connection with the execution and delivery of the Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the City which are necessary or desirable in connection with the execution and delivery of the Note to the Original Purchaser.

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

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

Section 26. Severability. If any one or more of the covenants, agreements, or provisions of this resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions, and in no way affect the validity of all other provisions of this Resolution or of the Note delivered hereunder.

[Remainder of page intentionally left blank]

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

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

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine Robinson, Mayor

ATTEST:

By: _____
Sandi Bolser, CMC, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A
FORM OF NOTE

Dated Date: February __, 2017

\$_____

Interest Rate 2.39%

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

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

The Interest Rate is equal to 2.39% per annum.

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

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

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

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

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

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

If (i) after a Determination of Taxability (as defined below) the interest on this Note becomes includable in the gross income of the Owner for Federal income tax purposes, then the Owner shall have the right to adjust the Interest Rate in order to maintain the same after-tax yield as if the Determination of Taxability had not occurred. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

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

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

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

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

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

All terms, conditions and provisions of the Resolution including, without limitation, remedies in the Event of Default are by this reference thereto incorporated herein as a part of this Note. Upon and during the continuation of an Event of Default, the Owner may increase the interest rate applicable to the Note to 5.35% per annum. In addition to the remedies in the Resolution in the Event of Default, if any payment of principal or interest on this Note is received by the Owner more than ten (10) days after the same becomes due and payable, the Issuer will pay the Owner on demand a late fee determined by the Owner but not greater than five percent (5%) of the amount of the delinquent payment.

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

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

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

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

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine D. Robinson
Mayor

ATTESTED AND COUNTERSIGNED:

Sandra Bolser, CMC
City Clerk

EXHIBIT B
CENTERSTATE BANK COMMITMENT LETTER

EXHIBIT C
FORM OF PURCHASER'S CERTIFICATE

This is to certify that CenterState Bank (the "Purchaser") has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City of Bunnell, Florida (the "Issuer") in connection with the Issuer's \$_____ Non-Ad Valorem Refunding Revenue Note, Series 2017 (the "Note"), dated February __, 2017, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Note Counsel or the Issuer's Attorney as to any such matters other than the legal opinions rendered on the date of issuance of the Note. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted on February __, 2017 (the "Note Resolution").

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

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

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

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

DATED this ____ day of February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT D
FORM OF DISCLOSURE STATEMENT

The undersigned, as Purchaser, proposes to negotiate with the City of Bunnell, Florida (the "Issuer") for the private purchase of its \$_____ City of Bunnell, Florida, Non-Ad Valorem Refunding Revenue Note, Series 2017 (the "Note"). Prior to the award of the Note, the following information is hereby furnished to the Issuer:

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

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

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

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

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

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

5. Truth-in-Bonding Statement:

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

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

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

deposited as described in a resolution of the Issuer adopted on February __, 2017 (the "Resolution"). See the Resolution for a definition of Non-Ad Valorem Revenues. Issuance of the Note is estimated to result in an annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

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

CenterState Bank
175 Cypress Point Parkway
Palm Coast, Florida 32164

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

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT B
CENTERSTATE BANK COMMITMENT LETTER

EXHIBIT C
FORM OF PURCHASER'S CERTIFICATE

This is to certify that CenterState Bank (the "Purchaser") has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City of Bunnell, Florida (the "Issuer") in connection with the Issuer's \$732,126.79 Non-Ad Valorem Refunding Revenue Note, Series 2017 (the "Note"), dated February __, 2017, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Note Counsel or the Issuer's Attorney as to any such matters other than the legal opinions rendered on the date of issuance of the Note. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted on February __, 2017 (the "Note Resolution").

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

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

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

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

DATED this ____ day of February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT D
FORM OF DISCLOSURE STATEMENT

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

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

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

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

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

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

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

5. Truth-in-Bonding Statement:

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

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



January 12, 2017

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

Dear Mr. Davis and Ms. Gurnee:

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

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

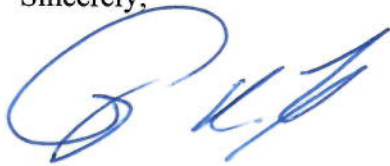
Borrower:	City of Bunnell, Florida ("City" or "Borrower")
Purpose:	Refinance/Refund an existing Non-Ad Valorem Note, Series 2015 in an approximate amount of \$732,126.
Loan Amount and Type:	Not to exceed \$732,126.79 (Seven Hundred Thirty Two Thousand One Hundred Twenty Six Dollars and Seventy Nine Cents).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

Interest Rate:	The loan shall be a bank qualified tax exempt term loan with a fixed rate of 2.39% for the term of the loan.
Repayment Terms:	Principal and Interest on the Note shall be payable quarterly on each January 1, April 1, July 1, and October 1 of each year for the term of the loan, commencing on April 1, 2017; with one final payment on February 26, 2030 at which time the loan shall be paid in full. Interest shall be calculated on a 30/360 day basis. Quarterly principal and interest payments shall be further described based on an amortization schedule to be determined by the City's Bond Counsel as described with the Note, and acceptable to the bank.
Prepayment Penalty:	The Borrower may prepay the Note at any time without any prepayment penalty.
Late Fees:	Bank may at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.
Event of Default:	Upon an "Event of Default" as described in the Master Bond Resolution, the holder may recover from the Borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.
Default Rate:	5.39%
Bank Fees:	Closing costs including bank bond counsel fees, and bond counsel for the borrower, shall be paid by the bank in an amount not to exceed \$10,000. In the event this loan does not close due to any actions or inactions by the borrower, the borrower agrees to reimburse the bank for any out of pocket expenses incurred plus a commitment fee of \$2,500.00.
Covenants:	1) Audited annual financial report within 270 days of fiscal year end and the City's Budget within 30 days of adoption shall be provided to the Bank by the Borrower. 2) Bond documents to be reviewed and approved by Bank's counsel, 3) Borrower shall provide such other financial information from time to time as is reasonably requested by the Bank.
Conditions:	The interest rate would be adjusted to provide the Bank the same after tax yield if there is a determination of taxability as to the interest payable on the bond as a result of any action or inaction of the borrower.

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

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

Sincerely,



Garry R. Lubi
Senior Vice President

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

OTHER CONDITIONS/REQUIREMENTS:

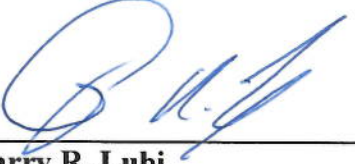
1. **LOAN COLLATERAL/SECURITY:** If repayment of this loan shall be secured by collateral, Borrower hereby warrants to Bank that they have full authorization and capacity to pledge valid lien on same, or Borrower will secure such authorization/documentation at or before closing to the satisfaction of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

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

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

CenterState Bank of Florida, N.A.

By: _____


Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

City of Bunnell, Florida

By: _____
(Print Name)

Date: _____

Authorized Signatory: _____



February 1, 2017

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

RE: City of Bunnell

To Whom It May Concern:

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

Payoff Detail:

Current Principal: \$732,126.79

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

Late Charges: 0.00

Total Payoff: \$734,573.57

Wire Instructions:

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

Overnight Mailing Address

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

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

Regards,
Brett R. Swartz





City of Bunnell, Florida

Agenda Item

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

ATTACHMENTS:

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

Summary/Highlights:

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

Background:

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

Staff Recommendation:

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

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

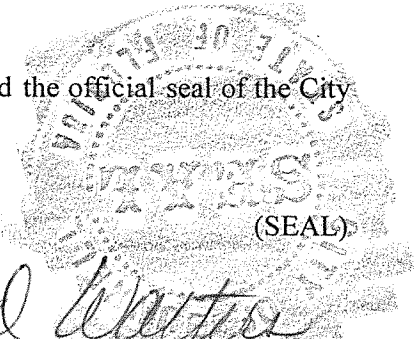
Recommend adopting resolution 2017-03 Authorizing WS Refunding Note contingent upon USDA Final parity approval..

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

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

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

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



(SEAL)

Beth D. Walters

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

1970-12
1970-12

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

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

ARTICLE I

GENERAL

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

1.02 Findings. It is hereby found and determined that:

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

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

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

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

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

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

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

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

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

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

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

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

as defined in subsection (B).

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

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

ARTICLE II

AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF REVENUE BONDS

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

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

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

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

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

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

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

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

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

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

2.07 Bonds Mutilated, Destroyed, Stolen or Lost.

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

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

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

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

No. _____ \$ _____

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

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

_____ THOUSAND DOLLARS

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

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

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

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

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

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

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

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

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

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

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

and Assessor, all as of _____, 1971.

CITY OF BUNNELL, FLORIDA

(SEAL)

By _____
Mayor

ATTESTED AND COUNTERSIGNED:

Clerk and Assessor

FORM OF COUPON

NO. _____ \$ _____

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

CITY OF BUNNELL, FLORIDA

(SEAL)

By _____
Mayor

ATTESTED AND COUNTERSIGNED:

Clerk and Assessor

FORM OF VALIDATION CERTIFICATE

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

Mayor

PROVISIONS FOR REGISTRATION

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

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

ARTICLE III

COVENANTS, SPECIAL FUNDS
AND APPLICATION THEREOF

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(J) Issuance of other Obligations.

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

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

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

(b) The Issuer is in compliance with all covenants

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

SECOND READING THIS _____ DAY OF _____, A. D., 1970.

CITY COMMISSIONERS
CITY OF BUNNELL, FLORIDA

BY: Carly D. Halland
MAYOR

(SEAL:)

ATTEST:

Barbara C. McCabe
CITY CLERK

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

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

RESOLUTION NO. 2017-03

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA AUTHORIZING ISSUANCE OF THE CITY'S \$1,938,255.63 WATER AND SEWER SYSTEM REFUNDING REVENUE NOTE, SERIES 2017, TO REFUND THE CITY'S OUTSTANDING WATER AND SEWER SYSTEM REFUNDING REVENUE NOTE, SERIES 2015; PLEDGING THE NET REVENUES OF THE CITY'S WATER AND SEWER UTILITY SYSTEM FOR THE PAYMENT OF SUCH NOTE; DESIGNATING THE NOTE AS A QUALIFIED TAX-EXEMPT OBLIGATION WITHIN THE MEANING OF THE INTERNAL REVENUE CODE; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

ARTICLE I
GENERAL

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

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

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

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

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

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

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

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

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

"Holder" or "Owner" or any similar term shall mean any person who shall be the registered owner of any Series 2017 Note.

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

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

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

"Mayor" shall mean the Mayor of the Issuer.

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

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

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

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

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

"Pledged Funds" shall mean the Net Revenues.

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

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

"Resolution" shall mean this Resolution.

"Series 1993 Bonds" shall mean, collectively, the Issuer's Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$936,400 and the Issuer's Water and Sewer Revenue Bonds, Series 1993 issued in the original principal amount of \$1,051,900, which were currently refunded with proceeds of the Series 2015 Note.

"Series 1997 Bonds" shall mean the Issuer's Water and Sewer Revenue Bonds, Series 1997 issued in the original principal amount of \$1,080,000, which were currently refunded with proceeds of the Series 2015 Note.

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

"Series 2015 Bonds" Water and Sewer Revenue Bonds, Series 2015, issued pursuant to City Resolution No. 2013-16A in a principal amount not to exceed \$3,362,000, currently held by the Government.

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

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

"Subordinate Debt" shall mean debt obligations secured by Pledged Funds on a junior and inferior basis to the Series 2017 Note and the Parity Obligations, including the following:

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

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

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

"System" shall mean the combined water and sewer utility system now owned, operated and maintained by the Issuer, together with any and all improvements, extensions and additions thereto hereafter constructed or acquired; provided, however, that the term "System" shall not include the Plantation Bay Utility System contemplated by (i) that certain Plantation Bay Utility Interlocal Agreement entered into as of February 6, 2013, between the City of Bunnell and Flagler County,

Florida, and (ii) the Drinking Water State Revolving Fund Construction Loan Agreement (Loan No. DW180520) entered into as of August 21, 2013 between the State of Florida Department of Environmental Protection, Flagler County, Florida and the City of Bunnell, Florida.

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

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

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

(C) The Series 2015 Note was issued to currently refund the Series 1993 Bonds and the Series 1997 Bonds.

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

(E) The estimated Pledged Funds to be derived in each year hereafter from the operation of the System will be sufficient to pay the principal of and interest on the Series 2017 Note, the Parity Obligations and the Subordinate Debt.

(F) The principal of and interest on the Series 2017 Note shall be payable solely from the Pledged Funds, and no ad valorem taxing power of the City will ever be exercised nor will the holder of the Series 2017 Note have the right to compel the exercise of such ad valorem taxing power or the use of ad valorem tax revenues to pay the principal of or interest on the Series 2017 Note, and the Series 2017 Note shall not constitute a lien upon the System or upon any other property of the City or situated within its corporate territorial limits, except the Pledged Funds.

(G) It is necessary and appropriate that the City Commission adopt this Resolution at this time in order to authorize the issuance of the Series 2017 Note based on the terms and conditions as herein authorized and provided, and to pledge a lien on the Net Revenues of the System to the payment of the principal of and the interest on the Series 2017 Note herein authorized, which lien shall be equal and ratable to the lien thereon of the Parity Obligations.

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

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

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND
REGISTRATION OF SERIES 2017 NOTE

Section 2.01. Authorization of Note and the Refunding. Subject and pursuant to the provisions of this Resolution, an obligation of the City to be known as the "City of Bunnell, Florida, Water and Sewer System Refunding Revenue Note, Series 2017" is hereby authorized to be issued in an aggregate principal amount of One Million Nine Hundred Thirty-Eight Thousand Two Hundred Fifty-Five Dollars and Sixty-Three Cents (\$1,938,255.63) for the purpose of currently refunding the Series 2015 Note. Costs of issuance associated with the Series 2017 Note shall be paid by the Original Purchaser. The refunding of the Series 2015 Note is hereby authorized.

Because of the characteristics of the Note, prevailing market conditions, and additional savings to be realized from an expeditious sale of the Note, it is in the best interest of the City to accept the offer of the Original Purchaser to purchase the Note at a negotiated sale pursuant to the terms of the Commitment. The City Manager is hereby authorized to accept and execute the Commitment on behalf of the City.

Prior to the issuance of the Note, the City shall receive from the Original Purchaser a Purchaser's Certificate, in substantially the form attached hereto as Exhibit B and a Disclosure Statement containing the information required by Section 218.385, Florida Statutes, in substantially the form attached hereto as Exhibit C.

Section 2.02. Description of Series 2017 Note. The Series 2017 Note shall be dated the date of its delivery, which shall be a date agreed upon by the City and the Original Purchaser, subject to the following terms:

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

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

(C) Prepayment. The Series 2017 Note shall be subject to prepayment prior to the Maturity Date at the option of the City, without premium or penalty, in whole or in part, at any time.

(D) Form of the Note. The Series 2017 Note is to be in substantially the form set forth in Exhibit A attached hereto, together with such non-material changes as shall be approved by the Mayor and the City Manager, such approval to be conclusively evidenced by the execution thereof by the Mayor and the City Manager.

(E) Original Denomination. The Series 2017 Note shall originally be issued in a single denomination equal to the original principal amount authorized hereunder, which denomination shall decrease commensurate with the reduction of principal as it is paid.

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

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

Section 2.04. Application of Proceeds of Series 2017 Note. Upon issuance of the Note, the City will apply the proceeds of the Note to currently refund the full principal balance of the Series 2015 Note, and shall apply other legally available funds of the City (which may include moneys on deposit in the funds and accounts created for the benefit of the Series 2015 Note) toward payment in full of any accrued interest then due on the Series 2015 Note.

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

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

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

Section 2.07. Payment of Principal and Interest; Limited Obligation. The City promises that it will promptly pay the principal of and interest on the Note at the place, on the dates and in

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

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ARTICLE III SECURITY AND COVENANTS

Section 3.01. Series 2017 Note Secured by Pledge of Pledged Funds. Subject to Section 2.02(F) hereof, the payment of the debt service of the Series 2017 Note issued hereunder shall be secured forthwith equally and ratably by a pledge of and a lien on the Pledged Funds derived from the operation of the System of the Issuer. Such lien shall be equal and ratable to the lien of the Parity Obligations. The Issuer does hereby irrevocably pledge such funds to the payment of the principal of and interest on the Series 2017 Note issued pursuant to this Resolution, and to the payment therefrom into the Sinking Fund at the times provided of the sums required to secure to the holders of the Series 2017 Note issued hereunder the payment of the principal of and interest thereon at the respective maturities of the Series 2017 Note so held by them.

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

Section 3.02. Covenants of the Issuer. So long as any of the principal of or interest on the Series 2017 Note shall be outstanding and unpaid, or until there shall have been set apart in the Sinking Fund established by the Original Instrument, including the Reserve Account therein, a sum sufficient to pay, when due, the entire principal of the Series 2017 Note remaining unpaid, together with interest accrued and to accrue thereon, the Issuer covenants with the holders of the Series 2017 Note issued pursuant to this Resolution, as follows:

(A) Annual Budget of Operating Expenses. The Issuer covenants and agrees that it will adopt a budget of Operating Expenses for the System on or before the first day of each Fiscal Year during which the Series 2017 Note is outstanding, for the ensuing Fiscal Year, and will mail a copy of such budget (and any amendments thereto) to any requesting Holder of the Series 2017 Note. The Issuer covenants that the Operating Expenses incurred in any year will not exceed the reasonable and necessary amounts required therefor, and that it will not expend any amount or incur any obligations for operations, maintenance and repair in excess of the amount provided for Operating Expenses in the annual budget, except upon resolution or ordinance by its City Commission that such expenses are necessary to operate and maintain the System.

(B) Revenue Fund. Pursuant to the Original Instrument, the Issuer has established and hereby covenants and agrees to maintain so long as the Series 2017 Note or any Parity Obligations are outstanding, a special fund known as the "Bunnell Water and Sewer System Revenue Fund," hereinafter called the "Revenue Fund." Into such Revenue Fund the Issuer shall deposit promptly as received all Net Revenues derived from the operation of the System. The Revenue Fund shall be held by the Issuer separate and apart from all other funds and shall be expended and used only in the manner and order specified in the Original Instrument and paragraphs (C) and (D) of this Section.

The Issuer further covenants and agrees that the Issuer shall deposit into the Revenue Fund,

promptly as received, all cash income received from the ownership and operation of the System.

(C) Bond and Interest Sinking Fund. The Issuer has established and hereby covenants and agrees to maintain with a depository in the State of Florida, which is a member of the Federal Deposit Insurance Corporation, and which is eligible under the laws of the State of Florida to receive municipal funds, and shall maintain so long as the Series 2017 Note is outstanding, a special fund or funds, collectively called the "Bunnell Water and Sewer System Refunding Revenue Note, Series 2017, Bond and Interest Sinking Fund," hereinafter called the "Sinking Fund," to be used exclusively for the purposes hereinafter mentioned. The Issuer shall transfer, on a pro-rata basis for the Series 2017 Note and the Parity Obligations, on or before the 15th day of each month from the Revenue Fund and deposit to the credit of the Sinking Fund the following amounts in the following order:

(1) Beginning on the 15th day of the month following delivery of the Series 2017 Note, an equal pro rata sum sufficient to pay interest on the Series 2017 Note and the Parity Obligations on the next ensuing interest payment date when taking into consideration the months remaining until such interest payment date, and the funds on deposit in the Sinking Fund for interest, if any. Thereafter, a sum equal to 1/12th of the amount of one year's interest on all the Series 2017 Note and Parity Obligations then outstanding, together with the amount of any deficiency in prior deposits for interest; and

(2) Beginning on the 15th day of the month following delivery of the Series 2017 Note, an equal pro rata sum sufficient to pay principal due on the next ensuing principal payment date when taking into consideration the months remaining until such principal payment date, and the funds on deposit in the Sinking Fund for principal, if any. Thereafter, a sum equal to 1/12th of the principal of the Series 2017 Note and the Parity Obligations maturing on the next succeeding anniversary date, together with the amount of any deficiency in prior deposits for principal.

(3) After fulfillment of the requirements of paragraphs (C)(1) and (2), the Issuer shall transfer on or before the 15th day of each month from the Revenue Fund and deposit to the credit of a special account in the Sinking Fund created pursuant to this Resolution called the "Reserve Account," the sum of one-twelfth of one-tenth of the Maximum Bond Service Requirement until such time as the funds and investments therein shall equal the Maximum Bond Service Requirement, and monthly thereafter such amount as may be necessary to maintain in the Reserve Account the Maximum Bond Service Requirement, but not exceeding one-twelfth of one-tenth of the Maximum Bond Service Requirement monthly. Moneys in the Reserve Account shall be used only for (1) paying the principal of and interest on the Bonds in the event that the moneys in the Sinking Fund shall ever be insufficient to meet such payments, (2) paying the cost of repairing or replacing any damage to the System which shall be caused by an unforeseen catastrophe, and (3) repaying governmental advances as provided in Section 3.02(T) of this Resolution.

(D) Transfer of Excess Funds. Subject to the provisions for the disposition of revenues in paragraph (C), the Issuer shall either (i) transfer on a prorata basis, on or before the 15th day of each month the balance of moneys remaining in the Revenue Fund to the Reserve Account until the

funds and investments in the Reserve Account equal the Maximum Bond Service Requirement, (ii) transfer on a pro rata basis, on or before the 15th day of each month the balance of excess funds in the Revenue Fund to a special account which account is hereby created and established, to be known as the "City of Bunnell Water and Sewer System Refunding Revenue Note, Series 2017, Redemption Account", hereinafter referred to as the "Redemption Account" for prompt use in redeeming Series 2017 Note in inverse numerical and maturity order or acquiring Outstanding Bonds for retirement at not to exceed the price of par and accrued interest, subject to such minimum aggregate principal amount of Series 2017 Note that may be redeemed as may be specified by subsequent resolution or ordinance of the Issuer or (iii) use such excess funds for any lawful purpose.

(E) Trust Funds. The funds and accounts created and established by this Resolution shall constitute trust funds for the purpose provided herein for such funds. All of such funds, except as hereinafter provided, shall be continuously secured in the same manner as municipal deposits of funds are required to be secured by the laws of the State of Florida. Moneys on deposit to the credit of the Reserve Account shall be invested by the depository bank, upon request by the Issuer, in direct obligations of, or obligations the principal of and interest on which are guaranteed by, the United States of America and which shall be subject to redemption at face value at any time by the holder thereof at the option of such holder; and the moneys on deposit to the credit of the Sinking Fund, Revenue Fund, and moneys in the Redemption Account may be so invested in such obligations which shall mature not later than fifteen (15) days prior to the date on which such moneys shall be needed to pay the principal of and interest on the Series 2017 Note in the manner herein provided. The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such account, except as expressly provided in this Resolution, and any loss resulting from such investment shall likewise be charged to said account.

(F) Rates and Charges. The Issuer covenants and agrees to maintain and collect, so long as the Series 2017 Note is outstanding, such schedule of rates and charges for the services and facilities of the System which will produce revenues which will be sufficient to pay the Operating Expenses of the System and will be sufficient to provide for the payment of the Parity Obligations and the principal and interest, reserve fund and all other funds and all other payments on all requirements for the Series 2017 Note herein authorized; and the Issuer covenants and agrees that so long as the Series 2017 Note is outstanding and unpaid, at the same time and in like manner that the Issuer prepares its Annual Budget, the Issuer shall annually prepare an estimate of the Gross Revenues to be received during the ensuing Fiscal Year, and to the extent that said Gross Revenues are insufficient to pay debt service requirements on the Series 2017 Note during such ensuing year, build up and maintain the required reserve enumerated in paragraph (C) and pay Operating Expenses, the Issuer shall from time to time revise the fees and rates charged for the use of the services and facilities of the System. Such rates, rentals, fees and charges will never be reduced so as to be insufficient to provide funds for such purposes.

(G) Issuance of Other Obligations.

(1) The Issuer covenants and agrees it will not issue any debt obligations payable from or secured by the Pledged Funds unless the conditions hereinafter set forth shall be met, or unless the lien of such obligations is junior and subordinate in all respects to the lien of the Series 2017 Note.

(2) The Issuer shall have the right to add new water and sewer facilities and related auxiliary facilities, by the issuance of one or more Parity Obligations secured by a parity lien on and ratably payable from the Net Revenues and any other security pledged to the Series 2017 Note, provided in each instance that:

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

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

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

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

(3) The Issuer hereby covenants and agrees that in the event additional series of parity bonds are issued, it will provide that said parity bonds shall mature according to a schedule which most closely approximates equal annual installments of combined principal and interest payments for such parity bonds and all other bonds payable from the Pledged Funds; and it will

adjust the required deposits into and the maximum amount to be maintained in the Sinking Fund, including the Reserve Account therein, on the same basis as hereinabove prescribed, to reflect the average annual debt service on the additional bonds; and it will make such additional bonds payable as to principal each year in which principal falls due on dates which correspond with the principal payment dates of the Series 2017 Note. If in any subsequently issued series of bonds secured by a parity lien on the Pledged Funds it is provided that excess revenues shall be used to redeem bonds in advance of scheduled maturity, or if the Issuer at its option undertakes to redeem outstanding Bonds in advance of scheduled maturity, the Issuer covenants that calls of Bonds will be applied to each series of Bonds on an equal pro rata basis (reflecting the proportion of the original amount of each series of Bonds outstanding at the time of such call) to the extent that this may be accomplished in accordance with the call provisions of the respective bond series, but the Issuer shall have the right to call any or all outstanding Bonds which may be called at par prior to calling any Bonds that are callable at a premium.

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

(H) Disposal of the System. The Issuer covenants and agrees that, so long as the Series 2017 Note is outstanding, it will maintain its corporate identity and existence and will not sell or otherwise dispose of any of the System or any part thereof, and, except as provided for above, it will not create or permit to be created any charge or lien on the revenues thereof ranking equal to or prior to the charge or lien of the Series 2017 Note. Notwithstanding the foregoing, the Issuer may at any time permanently abandon the use of, or sell at fair market value, any of its System, provided that:

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

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

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

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

of additional parity bonds.

(I) Insurance on the System. While the Series 2017 Note shall remain outstanding, the Issuer shall carry at least the following insurance coverage:

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

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

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

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

(4) All such insurance shall be carried for the benefit of the holders of the Series 2017 Note. All moneys received for losses under any of such insurance, except public liability are hereby pledged by the Issuer as security for the Series 2017 Note herein authorized, until and unless such proceeds are used to remedy the loss or damage for which such proceeds are received, either by repairing the property damaged or replacing the property destroyed within ninety (90) days from the receipt of such proceeds.

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

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

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

operation of the System.

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

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

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

(O) Defaults and Remedies.

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

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

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

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

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

(5) In the event the Owner exercises any of the remedies set forth in this Resolution or the Note to protect and enforce its rights hereunder, the Owner may recover from the Issuer all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.

(6) Nothing herein, however, shall be construed to grant to any Holder of the Note any lien on any real property of the Issuer.

(P) Records and Audits. The Issuer shall keep books and records of the revenues of the System, which such books and records shall be kept separate and apart from all other books, records and accounts of the Issuer, and any owner of the Series 2017 Note issued pursuant to this Resolution shall have the right to, at all reasonable times, inspect all records, accounts and data of the Issuer relating thereto.

(Q) Connection with System. The Issuer will, to the full extent permitted by law, require all lands, buildings, residences and structures within its corporate limits which can use the facilities and services of the System to connect therewith and use the facilities and services thereof, and to cease the use of all other facilities. The Issuer will not grant a franchise for the operation of any competing water and/or sewer utility system until the Series 2017 Note issued hereunder, together with interest thereon, shall have been paid in full.

(R) Fidelity Bond. Coverage may be provided either for all individual positions or persons through "blanket" coverage providing protection for all appropriate employees or officials, in an amount fully adequate to protect the Issuer from loss.

(S) Government Approval of Extensions and Financing. Anything herein to the contrary notwithstanding, if the Government is the Owner of the Series 2017 Note, the Issuer will not borrow any money from any source or enter into any contract or agreement or incur any other liability in connection with making extensions or improvements other than normal maintenance of the System, or make any extensions or enlargements of the System, or permit others to do so, without obtaining the prior written consent of the Government, while the Government continues to own the Series 2017 Note.

(T) Reimbursement of Advances and Interest Thereon. If the Government shall be the owner of the Series 2017 Note, the Government shall have the right to make advances for the payment of insurance premiums and/or other advances which, in the opinion of the Government, may be required to protect the Government's security interest. In the event of any such advances,

the Issuer covenants and agrees to repay the same, together with interest thereon at the same rate per annum as specified in the Series 2017 Note, upon demand made at any time after any such expenditure by the Government. Any such amounts due the Government shall be secured by a pledge of and lien upon the Pledged Funds, on parity with the Bonds, and payment thereof shall take priority over any other payments from the Reserve Account.

(U) Creation of Superior Liens. The Issuer covenants that it will not issue any other bonds, certificates or obligations of any kind or nature or create or cause or permit to be created any debt, lien, pledge, assignment or encumbrance or charge payable from or enjoying a lien upon the Pledged Funds ranking prior and superior to the lien created by this Resolution for the benefit of the Series 2017 Note herein authorized.

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

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

Section 3.04. Application of Provisions of Original Instrument. The Series 2017 Note, herein authorized, shall for all purposes (except as herein expressly provided) be considered to be an additional parity obligation issued under the authority of the Original Instrument, and shall be entitled to all protection and security, provided therein for the Parity Obligations and shall be in all respects entitled to the same security, rights and privileges enjoyed by the Parity Obligations.

The principal of and interest on the Series 2017 Note herein authorized shall be payable from the Sinking Fund established by the Original Instrument on parity with the Parity Obligations and payments shall be made into the Sinking Fund by the Issuer on amounts fully sufficient to pay principal and interest on the Parity Obligations and the Series 2017 Note herein authorized as such principal and interest becomes due. The Reserve Account established by the Original Instrument shall be applicable prorata to the Series 2017 Note in the same manner as applicable to the Parity Obligations.

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ARTICLE IV MISCELLANEOUS PROVISIONS

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

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

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

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

Section 4.05. Annual Audit; Budget. The City shall, immediately after the close of each Fiscal Year, cause the financial statements of the City to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles. The City shall annually provide to the Original Purchaser a copy of its audited financial statements within 270 days of the Fiscal Year end, and a copy of its annual budget within 30 days of adoption.

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

Section 4.06. Business Days. In any case where the due date of interest on or principal of a Note is not a Business Day, then payment of such principal or interest need not be made on such date but may be made on the next succeeding Business Day, provided that credit for payments made shall not be given until the payment is actually received by the Owner.

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

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

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

Section 4.10. Authorization of Other Action. The Mayor, City Manager, City Attorney and City Clerk are each designated agents of the Issuer in connection with the execution and delivery of the Series 2017 Note and are authorized and empowered, collectively or individually, to take all action and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the Series 2017 Note to the Original Purchaser.

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

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

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

[Remainder of Page Intentionally Left Blank]

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

PASSED and ADOPTED by the City Commission of the City of Bunnell, Florida, on the _____ day of February, 2017.

CITY COMMISSION OF BUNNELL, FLORIDA

(SEAL)

By: _____
Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandi Bolser, City Clerk

Wade Vose, City Attorney

EXHIBIT A
FORM OF NOTE

Dated Date: February _____, 2017

\$1,938,255.63

Interest Rate 2.39%

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

KNOW ALL MEN BY THESE PRESENTS, that the City of Bunnell, Florida, a municipal corporation created and existing under and by virtue of the laws of the State of Florida (the "Issuer"), for value received, hereby promises to pay to CenterState Bank, its successors and assigns (the Owner"), from the special funds hereinafter mentioned, the principal sum of ONE MILLION NINE HUNDRED THIRTY-EIGHT THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS AND SIXTY-THREE CENTS (\$1,938,255.63) on the 21st day of May in the years and installments as follows:

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

and to pay, solely from such special funds, interest on the principal sum from time to time remaining unpaid, from the date of the delivery of this Note to the Owner hereof, at the rate of 2.39% per annum subject to adjustment as provided herein, payable on May 21, 2017 and annually thereafter on the 21 day of May of each year. Principal shall be payable annually on May 21, 2017 and on each May 21st thereafter. Principal of and interest on this Note are payable in immediately available funds constituting lawful money of the United States of America at such place as the Owner may designate to the Issuer, and shall be paid on the date when due by wire transfer or in such other manner as agreed upon by the Owner and the Issuer. Upon final payment of principal and interest, this Note shall be surrendered to the Issuer.

A final payment in the amount of the remaining principal balance, together with all accrued and unpaid interest hereon, shall be due and payable in full on May 21, 2030 (the "Maturity Date").

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

If (i) after a Determination of Taxability (as defined below) the interest on this Note becomes includable in the gross income of the Owner for Federal income tax purposes, then the Owner shall have the right to adjust the Interest Rate in order to maintain the same after-tax yield as if the Determination of Taxability had not occurred. This adjustment shall survive payment of this Note until such time as the federal statute of limitations under which the interest on this Note could be declared taxable under the Code shall have expired.

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

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

This Note is issued under the authority of and in full compliance with the Constitution and Statutes of the State of Florida, particularly Chapter 166, Part I and Part II, Florida Statutes, Resolution No. 2017-___ adopted by the Issuer on February ___, 2017, as may be amended and supplemented from time to time (collectively, the "Resolution"), to refund the Issuer's Water and Sewer System Refunding Revenue Note, Series 2015 issued in the original principal amount of \$2,050,000, which was issued to finance improvements to the water and sewer utility system of the Issuer (the "System"). All capitalized, undefined terms used herein shall have the meanings set forth in the Resolution. This Note and the interest hereon are payable solely from and secured by a

lien on and pledge of the Net Revenues to be derived from the operation of the System of the Issuer (the "Pledged Funds"). The lien on the Pledged Funds shall be equal and ratable to the lien of the Parity Obligations.

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

In and by the Resolution, the Issuer has covenanted and agreed with the owners of the Notes of this issue that it will fix, establish, revise from time to time whenever necessary, maintain and collect always such fees, rates, rentals and other charges for the use of the product, services and facilities of the System which will always produce cash revenues which will be sufficient to pay, and out of such funds pay the necessary expenses of operating and maintaining the System and which together with the legally available Pledged Funds will be sufficient to pay, and out of such funds pay as the same shall become due, the principal of and interest on the Note and all other payments required by the Resolution and the resolution authorizing the Parity Obligations, and that such rates, rentals, fees or other charges will not be reduced so as to be insufficient to provide funds for such purposes.

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

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

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

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

IN WITNESS WHEREOF, the City of Bunnell, Florida, has issued this Bond and has caused the same to be executed in its name and on its behalf by its Mayor and its corporate seal to be impressed hereon, attested and countersigned by its Clerk, all as of February __, 2017.

CITY OF BUNNELL, FLORIDA

(SEAL)

By: _____

Catherine D. Robinson, Mayor

ATTESTED AND COUNTERSIGNED:

Sandra Bolser, CMC, City Clerk

ASSIGNMENT

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

CENTERSTATE BANK

By: _____
Garry R. Lubi, Senior Vice President

EXHIBIT B
FORM OF PURCHASER'S CERTIFICATE

This is to certify that CenterState Bank (the "Purchaser") has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the City of Bunnell, Florida (the "Issuer") in connection with the Issuer's \$1,938,255.63 Water and Sewer System Refunding Revenue Note, Series 2017 (the "Note"), dated February __, 2017, and no inference should be drawn that the Purchaser in the acceptance of said Note is relying on Bond Counsel or the Issuer's Attorney as to any such matters other than the legal opinions rendered on the date of issuance of the Note. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in a resolution adopted on February __, 2017 (the "Note Resolution").

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

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

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

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

DATED this ____ day of February, 2017.

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT C
FORM OF DISCLOSURE STATEMENT

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

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

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

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

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

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

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

5. Truth-in-Bonding Statement:

The Note is being issued primarily to currently refund the Issuer's Water and Sewer System Refunding Revenue Note, Series 2015 issued in the original principal amount of \$2,050,000, (the "Series 2015 Note"). The Series 2015 Note was issued to finance capital improvements to the Issuer's water and sewer utility system (the "System").

Unless earlier prepaid, the Note is expected to be repaid on May 21, 2030. At an interest rate of 2.39%, total interest paid over the life of the Note is estimated to be \$_____.

The Note will be payable solely Pledged Funds which consist of Net Revenues of the System, as described in a resolution of the Issuer adopted on February __, 2017 (the "Resolution"). See the Resolution for a definition of Net Revenues. Issuance of the Note is estimated to result in an

annual maximum of approximately \$_____ of revenues of the Issuer not being available to finance the services of the Issuer during the life of the Note. This paragraph is provided pursuant to Section 218.385, Florida Statutes.

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

CenterState Bank
175 Cypress Point Parkway
Palm Coast, Florida 32115

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

CENTERSTATE BANK

By: _____
Garry R. Lubi
Senior Vice President

EXHIBIT D
CENTERSTATE BANK COMMITMENT LETTER



January 12, 2017

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

Dear Mr. Davis and Ms. Gurnee:

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

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

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

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

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

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

Maturity Date: May 21, 2030

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

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

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

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

Late Fees:	Bank may at its option collect from the Borrower a late charge of five percent (5.00%) of any payment not received by Bank within ten (10) days after the payment is due.
Event of Default:	Upon an "Event of Default" as described in the Master Bond Resolution, the holder may recover from the Borrower all expenses incurred including without limitation reasonable attorney's fees, at all levels of the proceedings, whether incurred in connection with collection, bankruptcy, proceedings, trial, appeal or otherwise.
Default Rate:	5.39%
Bank Fees:	Closing costs including bank bond counsel fees, and bond counsel for the borrower, shall be paid by the bank in an amount not to exceed \$20,000. In the event this loan does not close due to any actions or inactions by the borrower, the borrower agrees to reimburse the bank for any out of pocket expenses incurred plus a commitment fee of \$2,500.00.
Covenants:	1) Audited annual financial report within 270 days of fiscal year end and the City's Budget within 30 days of adoption shall be provided to the Bank by the Borrower. 2) Bond documents to be reviewed and approved by Bank's counsel. 3) Borrower shall provide such other financial information from time to time as is reasonably requested by the Bank. 4) All covenants set forth in the Master Bond Resolution applicable to Senior Lien Bonds and Parity Debt shall apply to the Note. 5) Prior to the issuance of any additional parity debt, the City of Bunnell Water and Sewer Utility System Debt Service Coverage Ratio shall be certified to be a minimum of 1.20:1. This shall be defined as Net Revenues available to service debt divided by maximum bond service requirements on any outstanding and proposed debt issued. 6) The City shall maintain utility system rates and charges which will produce revenues sufficient to pay system operations and maintenance expenses, and debt service requirements for outstanding Bonds and Parity Debt including the Note.
Conditions:	1) The interest rate would be adjusted to provide the Bank the same after tax yield if there is a determination of taxability as to the interest payable on the bond as a result of any action or inaction of the borrower. 2) Receipt of 2016 Debt Service Coverage Certificate
Commitment/Closing Expiration Date:	February 15, 2017

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

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

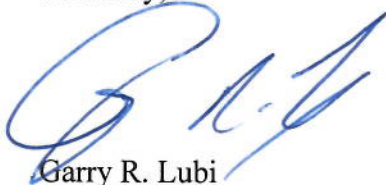
Governing Law: State of Florida

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

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

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

Sincerely,



Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

Name: _____

By: _____

Date: _____

Authorized Signatory: City of Bunnell, Florida

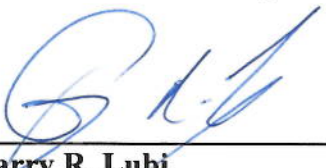
OTHER CONDITIONS/REQUIREMENTS:

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

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

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

CenterState Bank of Florida, N.A.

By: 
Garry R. Lubi
Senior Vice President

BORROWER'S SIGNED ACCEPTANCE:

City of Bunnell, Florida

By: _____
(Print Name)

Date: _____

Authorized Signatory: _____



February 1, 2017

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

RE: City of Bunnell

To Whom It May Concern:

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

Payoff Detail:

Current Principal: \$1,938,255.63

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

Late Charges: 0.00

Total Payoff: \$1,977,276.13

Wire Instructions:

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

Overnight Mailing Address

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

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

Regards,
Brett R. Swartz





City of Bunnell, Florida

Agenda Item

Document Date: 2/2/2017 Amount: \$3,402,510
Department: Finance Account #: Various
Subject: Resolution 2017-05 Amending the General Fund, General Debt Service Fund and Water Sewer Operating Budgets
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Exhibit A	Exhibit
Resolution 2017-05	Cover Memo

Summary/Highlights:

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

Background:

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

Staff Recommendation:

Adopt Budget Resolution 2017-05.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend adopting resolution 2017-05.

COMPOSITE EXHIBIT A

Resolution Number: 2017-05

FY2017
PREPARED:
FINANCE:

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

APPROVED BUDGET

REVENUES:

Debt Proceeds	732,127
TOTAL REVENUES:	732,127

EXPENDITURES:

Other Non-Operating	732,127
TOTAL EXPENDITURES	732,127

COMPOSITE EXHIBIT A

Resolution Number: 2017-05

FY2017

General Debt Service Fund 201

PREPARED:

2/2/2017

FINANCE:

Stella L. Gurnee

APPROVED BUDGET

REVENUES:

Transfer from General Fund

732,127

TOTAL REVENUES:

732,127

EXPENDITURES:

Debt principal expense

732,127

TOTAL EXPENDITURES

732,127

COMPOSITE EXHIBIT A

Resolution Number: 2017-05

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

APPROVED BUDGET

REVENUES:

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

EXPENDITURES:

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

RESOLUTION 2017-05

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

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

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

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

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

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

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

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

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

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

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

ATTEST:

Approved as to Form:

Sandi Bolser, City Clerk

Wade Vose, City Attorney

Seal:

Attachments: Exhibit A



City of Bunnell, Florida

Agenda Item

Document Date: 2/18/2017 Amount: N/A
Department: City Clerk Account #: N/A
Subject: Resolution 2017-07: Supporting Initiatives Raising the Age to Access Tobacco
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Resolution 2017 wcv review	Resolution

Summary/Highlights:

This is a Resolution supporting initiatives to Raise the Age to Access Tobacco from 18 to 21.

Background:

On February 13, 2017 the Students Working against Tobacco (SWAT) presented a PowerPoint Presentation to the City requesting support for their initiatives to raise the tobacco sales age from 18 to 21.

Staff Recommendation:

Adopt Resolution 2017-07: Supporting initiatives to raise the age to access tobacco through vending machines or product distribution from age 18 to 21.

City Attorney Review:

Reviewed and approved

Finance Department Review/Recommendation:

RESOLUTION 2017-07

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA SUPPORTING SERIOUS CONSIDERATION OF INITIATIVES TO RAISE THE AGE TO ACCESS TOBACCO FROM AGE 18 TO 21, DIRECTING THE CITY ATTORNEY TO RESEARCH AND REPORT ON OPTIONS CONCERNING SAME, RECOGNIZING THE EFFORTS OF THE FLAGLER COUNTY TOBACCO FREE PARTNERSHIP AND ITS YOUTH SUPPORT GROUP “STUDENTS WORKING AGAINST TOBACCO”, REFERRED TO AS “SWAT”, AND SETTING AN EFFECTIVE DATE.

WHEREAS, tobacco is the leading cause of preventable death in the United States, and almost 90 percent of tobacco users started before they were 18 years old, and

WHEREAS, an estimated one third of adolescent experimentation with smoking can be directly attributed to tobacco advertising and promotional activities, and

WHEREAS, in Flagler County, 1 in 3 youth aged 11-17 has tried tobacco and more than half report being exposed to secondhand smoke from cigarettes or vapor smoke from e-cigarettes; and

WHEREAS, The City of Bunnell recognizes the use of tobacco products has devastating health and economic consequences; and

WHEREAS, The City of Bunnell further recognizes that young people are particularly susceptible to the addictive properties of tobacco products, and are more likely to become life-long users; and

WHEREAS, a group of teenage Flagler County residents have organized a group called Students Working Against Tobacco (“SWAT”) in association with the Flagler County Tobacco Free Partnership; and

WHEREAS, SWAT, in conjunction with the Tobacco21 initiative (tobacco21.org), are working to raise awareness among Flagler County local governments about the dangers of youth smoking and available legal mechanisms for local governments to limit sales of tobacco products to young people under the age of 21; and

WHEREAS, SWAT and Tobacco21 have suggested that Flagler County and its municipalities can restrict access to tobacco based on age through vending machines, or product distribution and advertising, including the display or sampling of tobacco products.

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

SECTION 1. The Bunnell City Commission does hereby support the serious consideration of initiatives to raise the legal age to access all forms of tobacco and nicotine products from 18 to 21 by Flagler County and its municipalities.

SECTION 2. The City Attorney is directed to research the options available to municipalities under Florida law to effectuate these ends, and to report the results of such research to the Commission within 45 days.

SECTION 3. The Bunnell City Commission hereby commends the teenage Flagler County residents involved in Students Working Against Tobacco for their sincere efforts and their earnest engagement in the local government process.

SECTION 4. This resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 27th day of February 2017.

ATTEST:

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk
Seal:

Approved as to Form:

Wade Vose, City Attorney



City of Bunnell, Florida

Agenda Item

Document Date: 2/17/2017 Amount: N/A
Department: Utilities Account #: N/A
Subject: Re-address City of Bunnell Utilities Maintenance and Responsibility of PEP systems
Agenda Section: Old Business:

ATTACHMENTS:

Description	Type
2013 06 10 City Commission Meeting Minutes	Minutes
PEP systems COPC Email	Exhibit
Drawing	Exhibit

Summary/Highlights:

Vice Mayor Rogers asked to have this item placed on this agenda to readdress the decision made by the Bunnell City Commission on 6/10/13 to follow the City of Palm Coast's procedures regarding Pretreatment Effluent Pumping (PEP) systems within the City of Bunnell. (6/10/13 Minutes with motion attached.)

Background:

This discussion has returned to the Commission in order to clarify the city's responsibilities relating to maintaining PEP systems in place in the Sawmill Estates subdivision and a few other locations throughout the City of Bunnell (COB) service area.

Recently, a weekend service call for City assistance took place at a Sawmill Estates residence for a sewer backup. Staff responded and upon arrival found the cause of the sewer backup to be a transfer pump tank that services a separate structure not connected to the main residence. This transfer pump/tank is located on private property before the point of demarcation and the city maintained PEP tank. This transfer pump and tank had been installed privately and the City did not even know it was in the ground. City staff informed the property owner of the need to contact a plumber for the tank to be serviced. Utilities staff are not licensed plumbers; therefore, they do not work on anything on the other side of a PEP system. The pipe leading to this external tank is no different than a pipe that leads into a house's toilet and drain system.

More History:

As mentioned earlier, attached is a copy of the minutes of the June 10, 2013 COB Commission meeting. The final motion the commission made was for City staff to follow the procedures put in place by the City of Palm Coast (COPC) for the maintenance of their own PEP system. The City has followed that decision and continues to do so. The Utility Department has worked with property owners, has maintained any PEP tanks within the service area, and has parts and supplies on hand necessary for the PEP tanks.

Point of Demarcation as defined in:

ARTICLE IV. - SEWERS AND SEWAGE DISPOSAL Chapter 66-161:

Point of demarcation means the point at which the utilities responsibility ends and the owner's responsibility begins. This point is determined to be at the city easement in which the owners' property and the city's easement meet. For a water service, the water meter is the point of demarcation, and for the sanitary sewer service, this point is set at the easement where the city easement and the owner's property meet.

To ensure we maintain PEP tanks as COPC does we met with the COPC Waste Water Manager Danny Ashburn, who clarified that they do not touch any components, pipes, or equipment ahead of the PEP tank. The reason for this is you have to be a licensed plumber to do that type of work. An email received from one of Mr. Ashburn's employee's is also attached stating basically the same thing. Any additional modifications to the PEP system prior to the PEP are not managed and part of the standard agreement. Access to these areas and parts on hand for uncontrolled equipment present more obstacles.

Using information from COPC and the procedures they follow, staff strongly recommends not adopting any additional maintenance or responsibilities for city PEP systems. The incorporation of uncontrolled and non-regulated parts and plumbing can impose a problem keeping parts on hand and the skills of staffing. The City does not maintain any private property piping in any part of the city, the responsibility starts and stops at the property line or the border of utility easements. There is no need to maintain pipelines that must be installed at proper slope and grade per building code. Most importantly, City staff are not licensed plumbers which would be required to install or repair a sewer drainage system.

Staff does recommend to modify Chapter 66 of the Code of Ordinances to include the adaption of COPC's procedures and to further clarify the point of where responsibility starts and stops.

Staff Recommendation:

Continue maintaining City of Bunnell PEP systems city-wide consistent with the City of Palm Coast's procedures which does not include any accessory equipment, pumps or tanks, on the property owners side of the tank.

Also, that regardless of what decision is made, that we update Chapter 66 of the Code of Ordinances to include our maintenance responsibilities of city-wide PEP systems.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Board Comments: Commissioner Tucker stated the state has double standards where this issue is concerned. The lottery is gambling and yet anyone can buy Lotto tickets in convenience stores and gas stations. Vice Mayor Rogers asked if the injunction passes, would the businesses be able to put the machines back in their establishments. Community Development Director Mick Cuthbertson explained the objective of the proposed Ordinance. The City Attorney advised the state has spoken on this matter and the City cannot circumvent state statutes. Discussion ensued regarding the interpretation of the law and the options available to the Board. Commissioner Brady stated although this issue is very controversial, the City is at the mercy of the state law. Commissioner Baxley advised the City should pass this Ordinance and if the State law changes the board can take the matter up again. State Statutes trumps the City Ordinances.

Public Comments: Several members of the public spoke on this subject including: **Al Sanfilippo, Pastor Jones, Rhonda Bracewell, Edward Boyle, John VanBuren, Bobby Cox, and Alex Stanton of New Smyrna Beach.**

Vote: Motion carried.

Summary vote: (4-Yes, 1 No) **Yes:** Mayor Robinson, Vice Mayor Rogers, Commissioner Crain-Brady, and Commissioner Baxley **No:** Commissioner Tucker

F. Resolutions (Legislative) None

G. Old Business:

G-1. Request waiver of fee for the use of the Community Center on August 8th for a Summer Camp Program event and request a donation to benefit the children who cannot afford to attend the summer camp program-Ms. Daisy Henry.

Motion: Waive the rental fee and give a \$400.00 donation for the camp.

Motion by: Commissioner Crain-Brady

Seconded by: Vice Mayor Rogers

Board Discussion: Commissioner Tucker expressed concerns about the City donating to a religious entity. Attorney Nowell advised it would be best for the Board to make individual donations. Vice Mayor Rogers withdrew his "Second" and made a personal donation of \$200.00 from his business and challenged the rest of the Board to do the same. Mayor Robinson stated she has already written her check, Commissioner Tucker advised he would donate \$100.00. Mark Langelo donated \$100.00. Pat Rogers donated \$200.00.

Motion: Waive the fee for the use of the Community Center.

Motion by: Commissioner Crain-Brady

Seconded by: Commissioner Tucker

Vote: Motion carried unanimously.

H. New Business:

*** H-1. Discuss Sawmill Estates Sewer System (Attachments)**

City Manager Martinez advised staff has done extensive research and are still in the process of researching City records. Utilities Director Bill Green advised he has looked into all the options and he feels the City should invest in a gravity sewer system as the best solution for the long run. Tim Norman of Mittauer and Associates provided background on the report his firm provided regarding this project.

Public Discussion: **Mr. Pete Young** reviewed his memory of the issue and his concerns regarding what needs to be done for resolution. **Charles Garner** stated if the City rescued Plantation Bay they should do the same for Sawmill Estates. Discussion ensued about the pep system failures, and several members of the public shared their ideas for solutions.

Residents of Sawmill Estates reported the issues they have experienced regarding the current system. **Mr. Turner** of Turner Septic Company reported on his knowledge of past practices. **Mr. Ed Rogers, Angie Rogers, Pastor Jones, James Fisk** all shared their concerns regarding the costs of moving forward and the negative results of continuing the current practice of the City replacing the pumps and pumping the systems out on an annual basis. Discussion ensued regarding the operation of the City of Palm Coast's pep systems.

Board Comments: Mayor Robinson asked the City Attorney for advice as to how the Board should move forward with this item since three of the current Board members live in Sawmill Estates. There was general discussion regarding how much a gravity system would cost; the City's current practice with regard to maintaining the existing system; how the costs could be covered for the options discussed and whether there are grants available for this type of project. Commissioner Baxley stated the situation in Sawmill Estates is similar to the one in Palm Terrace and that in his opinion when the City establishes a long standing practice of providing service, and then decides to stop, problems usually follow. Mayor Robinson called for a point of order due to the fact the City is currently involved in a law suit with Palm Terrace. The City Manager advised the difference in the two situations is that Saw Mill Estates is a residential community and Palm Terrace is a business. Mr. Baxley advised both the residents in Sawmill Estates and Palm Terrace are citizens and he feels they are both impacted by this.

Motion: Follow the City of Palm Coast's procedures to deal with the pep systems while the City looks for grant funds.

Motion by: Commissioner Baxley

Seconded by: Commissioner Crain-Brady

Vote: Motion carried unanimously.

H-2. Request from local citizens for changes to the Halloween night activities in Bunnell-Community Development Director Mick Cuthbertson.

Nell Brown stated that back when the Halloween activities began in Sawmill Estates, there were fewer children; now there are between 1,000 to 1,200 children that participate. Many of the trick or treaters are showing up after 9:00 PM. Ms. Brown advised a patrol officer could turn away people showing up after 8:30 PM. Ms. Brown requested a Committee to work on this.

H-3. Request approval of the Interlocal Agreement between Suzanne Johnston, the State Constitution's County Tax Collector in and for Flagler County Political Subdivision and the City of Bunnell. Community Director Mick Cuthbertson reviewed the reason for the request. Suzanne Johnston, Tax Collector, talked about the reduction of duplicate work if this Interlocal Agreement is adopted.

Motion: Approve the Interlocal Agreement between the Tax Collector's office and the City of Bunnell.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Crain-Brady

Board Comments: Vice Mayor Rogers agreed with this agreement.

Public Comments: None

Vote: Motion carried unanimously.

H-4. Discussion regarding the City Manager's Contract – Commissioner Tucker

Motion: Not to renew City Manager Martinez's contract.

Motion by: Commissioner Tucker

From: Ivan Sanderson
To: [Michael Baldwin](#)
Subject: RE: PEP
Date: Tuesday, February 14, 2017 9:45:52 AM

Mike,

To my knowledge, easements are required for all piping conveyed to the cities utility system that is not located in existing dedicated Right of Way. For that reason we typically only take responsibility for systems we have contractual control over the components, placement, and installation process especially in situations where ongoing maintenance will be required. Additional modification to existing systems already requiring maintenance creates situations that stretch far beyond was part of the original standard agreement as well. Access for repair and parts on hand become additional things to consider. In many situations, private maintenance and repair become a much more feasible option where expansions to the original system were deemed necessary. All things have to be considered in the, ultimately, long-term financial approach to a solution. Not sure if this is at all helpful, but just some things to consider.

From: Michael Baldwin [mailto:mbaldwin@bunnellcity.us]
Sent: Tuesday, February 14, 2017 8:49 AM
To: Ivan Sanderson <ISanderson@palmcoastgov.com>
Subject: PEP

Ivan,

Thanks for taken my call, I appreciate your time answering questions on how the City of Palm Coast takes care of the PEP system. If you could clarify/state if any auxiliary or transfer tanks feeding the PEP tank system is included in the City's responsibility and maintenance plan.

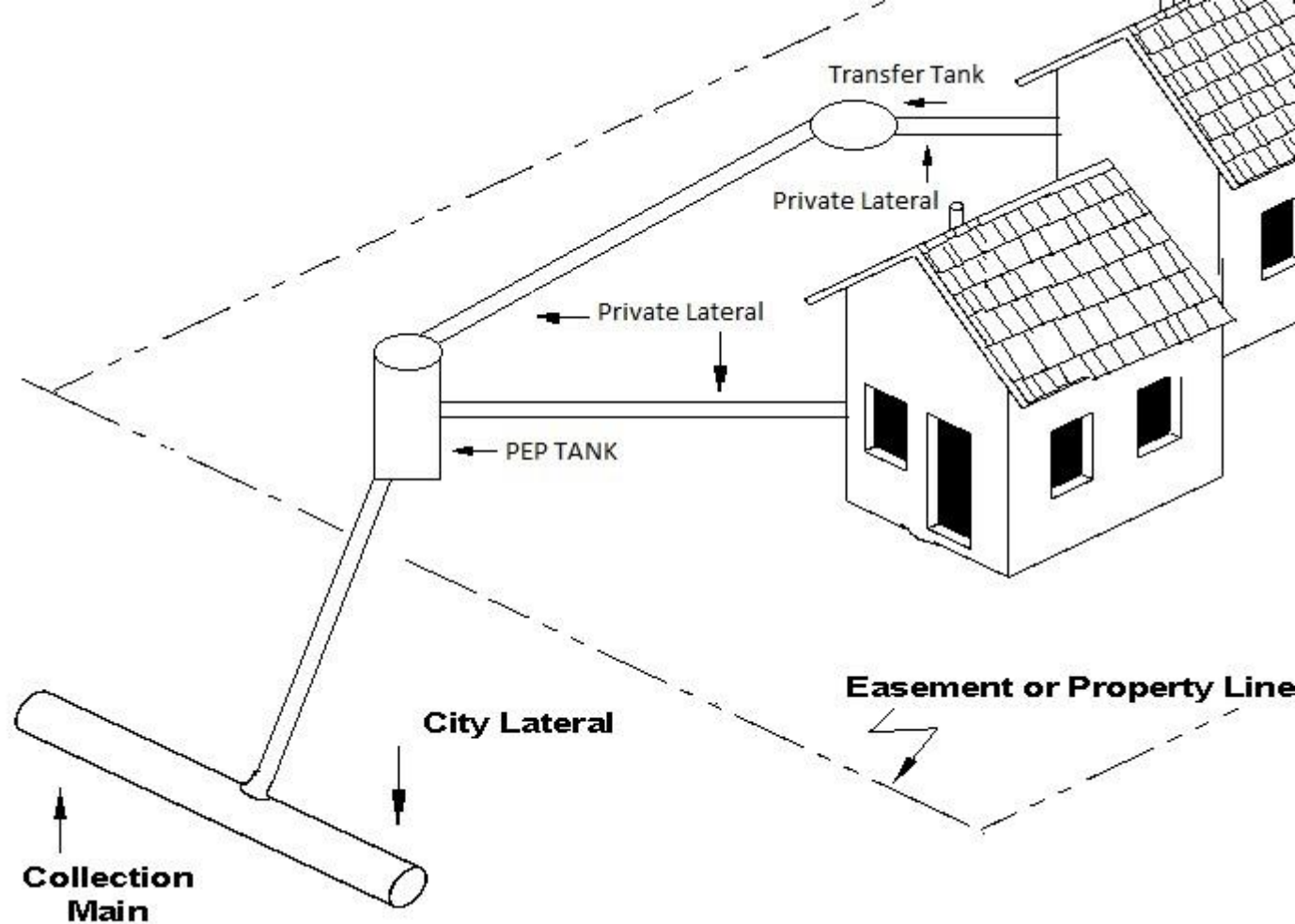
Thank you

Mike Baldwin
Utilities Manager
City of Bunnell
Cell 386-235-3069
Office 386-263-8819
Mbaldwin@bunnellcity.us

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from the City of Bunnell and employees regarding public business are public records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.

PLEASE NOTE: Florida has a very broad public records law. Most written communications to or from City of Palm Coast officials and employees regarding public business are public

records available to the public and media upon request. Your e-mail communications may be subject to public disclosure.





City of Bunnell, Florida

Agenda Item

Document Date: 2/15/2017 Amount: \$500,000
Department: Finance Account #: N/A
Subject: Establish New Bank Account with Center State Bank
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Center State Offer Letter New Savings Account	Exhibit

Summary/Highlights:

Center State Bank has requested that the City establish a new savings account with the Bank.

Background:

Center State Bank recently offered to refinance two of the City's outstanding loans to lower the interest rate. Center State has requested that the City also open a savings account in addition to the debt refinancing. The bank is offering an interest rate of .89% for two years. This is significantly more than our current bank and is only .10% less than the State Board of Administration (SBA). In addition this rate is guaranteed for 2 years.

Staff Recommendation:

Authorize establishment of a \$500,000 savings account with Center State bank with a guaranteed return rate of .89%.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend authorizing new bank account.



February 15, 2017

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

Dear Mr. Davis and Ms. Gurnee:

Per your request, we would like to offer an initial Money Market Savings Account interest rate of 0.89% for the \$500,000 amount you indicated within your request. This would be the floor on this interest rate for the next two years, and should market conditions dictate, we will re-visit this rate on a quarterly basis for consideration of increasing that rate. Additionally, should you also move any non-interest bearing checking account(s) to our bank (i.e. debt reserve account(s), or other operating accounts), we will re-visit this interest rate at that time for consideration of an increase.

We appreciate this opportunity and your consideration as we locked in your rate on the two loans for an extended period of time. If you have any questions, please do not hesitate to call (386.569.0643) or email me (glubi@centerstatebank.com). Thank you!

Sincerely,

A handwritten signature in blue ink, appearing to read "G. R. Lubi".

Garry R. Lubi
Senior Vice President



City of Bunnell, Florida

Agenda Item

Document Date: 2/20/2017 Amount: N/A
Department: City Clerk Account #: N/A
Subject: City Manager's Newsletter for January 2017
Agenda Section: Reports - City Manager

ATTACHMENTS:

Description	Type
City Manager Monthly Report	Report

Summary/Highlights:

This is the City Manager's Monthly Report

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

City Manager's Monthly Report



Dan Davis
City Manager

February 2017

Community Development Department

Community Development Updates:

- Submitted Large Scale Comprehensive Plan Amendment No 16-1-ESR to the Department of Economic Opportunity. Copies of the adoption packet were also sent to all required agencies.
- Prepared for and participated in the 2017 Field Community Assistance Contact Program meeting with the State Floodplain Management Office. Over the next year, the City

Code Enforcement Updates:

- Code Enforcement cases started for the 98 businesses who still have not renewed their local business tax receipt. Local business tax receipts should have been renewed by 9/30/2016 to avoid paying penalties.

Planning Zoning & Appeals A Update

Planning Board approved the Flagler Playhouse Eastern Expansion site plan for a 2,216 square foot addition to the existing building & other minor site improvements. The addition will include a new lobby and atrium.

Volunteer Fire Department

January Highlights:

- Prepared Volunteer Assistance Grant for Florida Forest Service for 24,000. Grant has a 50% match. (\$12,000)
- Reviewed Flagler County CEMP and provided comments to Flagler County Emergency Management
- Station was staffed with 8 volunteers during the storm on January 22, 2017. We responded to 1 call for service in the county. No damage was reported in the City.

Miscellaneous:

- Attended exhibits at Fire Rescue East on January 21
- Lt Kocik and Firefighters Robert Bracewell and Peter Willems participated in the Martin Luther King day parade on January 14
- Processed 1 new volunteer

Engineering News

Introducing the newest member of our family Fred Griffith, P.E.



Fred was born in Bowling Green, Ohio and studied at the University of Toledo receiving BSCE in 1980 and MBA from UCF in 1995.

He has lived in the Daytona Beach area for over 30 years. Fred and his wife Susan have been married for 36 years; They raised 3 children, all of whom are now college educated and gainfully employed. Susan currently teaches school in New Smyrna Beach, Florida.

Fred brings immense work experience and immeasurable understanding of the needs of the City of Bunnell.

DOT in Ohio, Conrail (Railroad Maintenance) in Utica, New York .

C-Way Construction on the Granada Bridge construction.

- Stottler Stagg in Cape Canaveral where he designed and rehabilitated airports designed subdivisions and site plans within Brevard County area.

- City of Port Orange as their Community Development Engineer and Public Utilities Engineer for over 28 years.

Police Department

Representation at the Swearing- in ceremony of our New Sheriff, Rick Staly

Police Department Highlights:

Officer Shane Tully has been promoted to the rank of Corporal effective January 9th, 2017. This promotion recognizes demonstrated ability and is a credit to both the individual and the department.



Congratulations Officer Shane Tully!

MLK Parade in Bunnell

The Bunnell Police Department is committed to providing law enforcement services that enable the citizens and visitors within our community, to feel safe and secure within their environment. In an effort to obtain these goals, the police department provided security and traffic direction for this annual event, which was a success.

Florida Police Chief's Mid-Winter Training Conference

The Chief Attended Ethics training class, "Creating the Exemplary Policing Agency: A Value Based Framework". By Michael Josephson, Josephson Institute of Ethics

Completion of the JAG grant for portable printers in patrol vehicles

Installing printers inside the officer's patrol vehicles will provide a professional service to our citizens, as well as ensuring an expedient and safe way to print reports, and the necessary paperwork while on site. The examples listed are not all inclusive; arrest affidavits, search warrants, victim rights packets, sworn statements, photographs, and agency forms.

Current critical staffing restrictions only allow (1) one officer to patrol for a (4) four to (8) eight-hour period in our city, population of 2900, (federal guidelines recommends 2.2 officers per 1000). During this time, any activity requiring the printing of paperwork, the officer is required to respond back to the station, print required paperwork and then return to their location.

The convenience of providing a timely service to our citizens, while also reducing the possibility of officer and civilian endangerment is paramount.

Administrative Services Department

City Clerk:

- Election Qualifying period completed 1/9/17 to 1/13/17
- Worked with the SOE on election ballot and documents
- Worked with Novus Agenda on the format for PZA and Code Enforcement Board agendas. Started work on the Firefighter Pension Board agenda format

Human Resources:

- Processed 2 new hires
- Updated 2 Personnel Policies
- Started coordinating open enrollment with City vendors
- Preparing a “Know your Benefits” employee assistance program
- Coordinated training for all employees on CPR/AED First Aid in partnership with Flagler County Fire Rescue

Information Technology

Attended meetings with Flagler County and other agencies on the replacement for the County’s aging 800 MHz radio system or Public Safety Communications Network. An RFP for design services will be issued by the County shortly to begin the process

Citizens Survey – Developed a survey with input from several departments. This survey will provide citizen’s input on the operations of the City. This survey is online and is currently collecting information.

Processed the computer replacement program for Fiscal Year 2016-17 Assessing the old computers to determine if they can service other areas. Also documenting other hardware to be declared surplus.

Novus Agenda:

Updated the website for the archives of minutes and agendas making it possible to search for any 2017 agenda items utilizing the new system.

Records older than 2017, can be accessed in the archive setup on the website.

Police Department Support:

Assisted in securing the City of Bunnell Police Department’s compliance with the Criminal Justice User Agreement (CJUA) and the Federal Bureau of Investigation Criminal Justice Information Services Security Policy (CSP).

Fire Department Support:

Completed the installation of security cameras at the Fire Station.

Public Works

Public Works Projects:

The Public Works Department began the annual maintenance of 15 main storm drains and canals

Citywide tree trimming work is in progress

Crews have implemented a new pothole repair process. By removing the damaged section to reach a firm base the materials being applied will last longer and will create a smoother transition into the existing pavement. Crews have divided the City into sections to better coordinate this process.

Solid Waste:

Continues to broaden its customer base by adding new customers, both commercial and residential.

Utility News:

Wastewater Treatment Plant

We are proud to announce Randy Strickland was promoted to Wastewater Operator after he received his Wastewater Operator "C" license. Randy makes the second Wastewater Operator in the City.

Water Treatment Plant

The department also hired a new plant operator. Loren Boren recently relocated to Bunnell. He has been a Water Treatment Plant Operator since 1994.

Several members of our staff are in the process of training and are being encouraged to continue to develop their skills and education.

Staff at the Wastewater Treatment Plant removed and replaced an aging section of buried pipe that was leaking air. This pipe is used to aerate the treatment tanks.

A new process is being tested at the Water Treatment Plant. Staff is trying a new citric acid cleaning process. Currently the City uses Hydrochloric Acid (HCL). At this point the test results are positive. Testing will continue before any operational changes are considered.

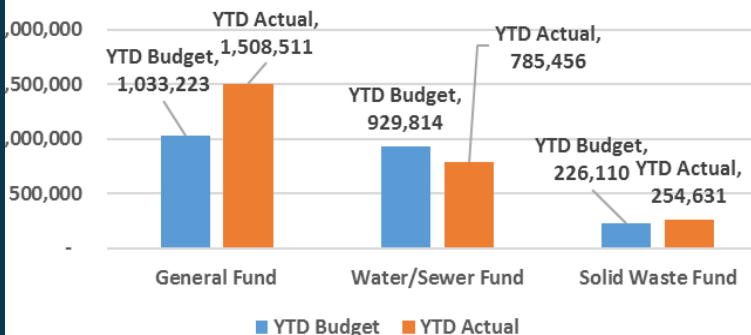
The Utilities Department has painted, cleaned out, and re-organized the garage at the WWTP for better cost control and asset audit reconciliation.

Finance Focus

BUDGET PERFORMANCE FISCAL YEAR 2017



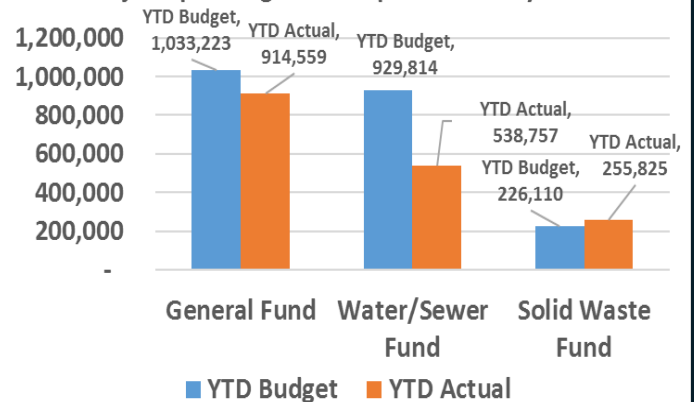
Major Operating Funds Revenue January 2017



The end of December 2016 completes 25% of the fiscal year. Revenues in the General fund are at anticipated levels for this point in the year. It should be noted that 75% of ad valorem tax revenue is collected in the first quarter of the fiscal year. Therefore, overall revenues reflect greater than 25% of the annual amount. The Water Sewer fund revenue operating revenue is in line with expected levels. However, overall Water and Sewer fund revenues are lagging due to delay in completion of the Water Treatment Plant. The Solid Waste fund operating revenue are slightly higher than anticipated levels.

The end of January 2017 completes 33% of the fiscal year. Revenues in the General fund are at anticipated levels for this point in the year. It should be noted that 75% of ad valorem tax revenue is collected in the first quarter of the fiscal year. Therefore, overall revenues reflect greater than 33% of the annual amount. The Water Sewer fund revenue operating revenue is below YTD anticipated levels because of delays in a grant funded project which delayed the receipt of grant revenue. The Solid Waste fund operating revenue are slightly higher than anticipated levels.

Major Operating Funds Expense January 2017



General Fund salary and benefit costs are higher than expected due to labor expenses associated with Hurricane Matthew. The higher than expected costs are offset by lower than expected capital expenditures for the Commerce Parkway and police vehicles. These expenditure delays are due to the delivery timing of these projects.

Water and Sewer Fund salary and benefit costs are higher than expected due to labor expenses associated with Hurricane Matthew. The higher than expected costs are offset by lower than expected operating and capital expenditures due to the timing of these expenditures.

Solid Waste Fund salary and benefit and contract services are higher than expected due to expenses associated with Hurricane Matthew. The other Solid Waste fund operating expenditures are at expected levels.

The City anticipates FEMA and State reimbursement for 87.5% of Hurricane Matthew expenditures. The City's required match for hurricane expenditures is 12.5% or about \$25,000. In an effort to preserve City reserves, we have asked City Departments to closely review their annual budget.

Fiscal Year 2016

The close of fiscal year 2016 and audit preparation is in progress. This process will not be finalized until May or June. We anticipated increases to unrestricted reserves in both the General Fund and Water and Sewer Fund. The Solid Waste fund preliminarily shows a slight increase for fiscal year 2016. However, we expected the unrestricted fund balance to still reflect a negative position in this fund.

We are making Progress:

Finance has hired a new team member for the Utility Cashier position, Leanne Burke. A Finance staff member attended Ethics training.



Insurance proceeds have been received for the structure damages as a result of Hurricane Matthew. Public Works and the Utility department have begun the repairs to the damaged structures. Finance continues to work with the State and FEMA on the requests for assistance, for the City's Hurricane related costs.

Finance also assisted with several grant applications, grant monitoring, and grant procurement functions during this report period. The Finance Director met with the Local Mitigation grant program committee to rank submissions for this program for the County and local municipalities. The Finance Director began working on a debt refinancing offer for the Municipal Complex Loan and Water Sewer 2015 loan.

Finance staff have begun providing information to the auditors for the audit of fiscal year ending September 30, 2016. Significant improvements have been made on the areas noted by the auditors in 2015.

Grants Status



St. John's Water Management (SJWMD) Reclaim Water Main Extension - RFQ for Engineering Design Services to be issued 2/1/2017-Awaiting signed contract documents from Grantor.

Community Development Block Grant (CDBG) Southside Sewer Rehab - Staff will attend upcoming training for grant.

Florida Recreation Development Assistance Program (FRDAP)

- Booe St. Park-Awaiting signed agreement from Florida Dept. of Environmental Protection (FDEP).
- Heritage Trail Park- Awaiting signed agreement from Florida Dept. of Environmental Protection (FDEP).

Florida Department of Transportation (FDOT) Commerce Parkway-Final Design ongoing. Design submission due to FDOT in March.

USDA Ion Exchange project-Response from contractor on roof issues sent to Engineer for review and response. USDA approved use of remaining funds for a generator, enclosure, and other upgrades.

Florida Department of Environmental Protection (FDEP) Ion Project- Response from contractor on roof issues sent to Engineer for review and response.

Justice Assistance Grant (JAG)-Grant award received and scheduled for Commission approval on 2/13/2017.

Volunteer Fire Assistance Grant Florida Forest Service-Application for grant to be submitted at 2/13/2017 Commission meeting.

Federal Emergency Management Agency (FEMA)-Public Assist grants for Hurricane Matthew. Public Assistant contract approved. Expense project submission on-going.

Residential Construction Mitigation Program (RCMP)-Invitation to bid developed for retrofit improvements on 9 homes located in Bunnell. Invitation to bid will be issued 2/10/2017 with bids due 3/6/2017.