#### CATHERINE D. ROBINSON MAYOR

JOHN ROGERS VICE-MAYOR

DAN DAVIS
CITY MANAGER



**COMMISSIONERS:** 

**ELBERT TUCKER** 

**BILL BAXLEY** 

**JOHN SOWELL** 

#### **BUNNELL CITY COMMISSION MEETING**

Monday, April 24, 2017 AMENDED 7:00 PM

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

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

Roll Call

**Invocation for our Military Troops and National Leaders** 

- B. Introductions, Commendations, Proclamations, and Presentations:
  - **B.1.** Presentation: State of the City
  - **B.2.** Presentation: Medal of Merit Officer Scott Bagwell
  - **B.3.** Recognition of achievement Christine Hancock
  - **B.4.** Proclamation: May as Motorcycle Safety Awareness Month
  - **B.5.** Proclamation: May as Drug Court Month
  - **B.6.** Proclamation: April as Florida Volunteer Month

#### C. Consent Agenda:

#### C.1. Approval of Warrant

**a.** 2017 05 01 Warrant

#### **C.2.** Approval of Minutes

- **a.** 2017 03 27 City Commission Workshop Minutes
- **b.** 2017 04 10 City Commission Minutes
- c. 2017 04 10 City Commission Workshop Minutes
- **C.3.** Request to approve the contract with Fred Fox Enterprises for administration of a Florida Recreational Development Assistance Program (FRDAP) grant for the Heritage Trail Pocket Park
- **C.4.** Request to approve the contract with Fred Fox Enterprises for administration of a Florida Recreational Development Assistance Program (FRDAP) grant for the Booe Street Park, Phase I

- **C.5.** Request to Purchase a Brush Truck Skid Unit from Ten-8
- **C.6.** Renewal of contract with Ormond Septic Systems for sludge hauling from the Wastewater Treatment Plant to a permitted and approved disposal site provided by the vendor
- C.7. Request to declare Police Department Surplus Property

#### **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 2017-10: Amending Code of Ordinance Section 6-1 Consumption in public places First Reading
- F. Resolutions: (Legislative):
- G. Old Business:
- H. New Business:
  - **H.1.** Interlocal Agreement with Flagler County School Board for use of Versie Lee Mitchell Center
- I. Reports:
  - City Clerk
  - City Attorney
  - City Manager

City Manager's Monthly Report

- 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 April 21, 2017



# State of the City 2016





Mayor Catherine D. Robinson







#### Our Mission:

The City of Bunnell is dedicated to providing its citizens, businesses, and visitors with quality of services that ensure Life, Liberty, and the Pursuit of Happiness!



Mayor Catherine D. Robinson

#### **Forward**

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Each year we take this time to highlight the progress that was made in the City by our dedicated and professional staff. Those goals are set by the commission. We bring individual strengths to the board and work hard to make the best decisions possible. Our great desire is to make Bunnell a better place to live, work, and raise children.

# Executive



Dan Davis, MMC City Manager

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## Executive

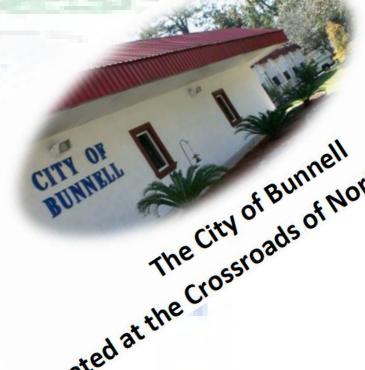
- 2010 project for new ION Exchange Water Treatment Facility was completed, satisfying consent order (went "online" in October, 2015).
- Consolidated key positions of Public Works Director and Utilities Director.
- Partnered with City of Flagler Beach in sharing the services of City Engineer
- Restructured loans that will save the city thousands of dollars
- Awarded FRDAP grants for two parks (Booe Street and Heritage Park)
- Awarded STRWMD Redi-City Grant to extend Reclaim Water pipes.

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## Executive

 Worked with staff, developers, financial institutions, surrounding communities and the County to continue marketing our Economic Development policy.

 The City has the ability to assist companies with grants for infrastructure needs.



# Administrative Services



Sandra Bolser, CMC City Clerk

Incorporated -

- City Clerk
- Human Resources
- Information Technology

# Administrative Services - City Clerk

The City Clerk's office strives to provide excellent administrative and support services to the City Commission and Citizens by:

- Reliably prepared agendas, posted and published public notices as required by law.
- Prepared the official record of the meetings minutes, and posting to the
   City website after every meeting.
- Filed ordinances, resolutions, and all contracts and agreements.
- Reviewed and adhered to record retention schedules and destruction.
- Successfully coordinated and ran the employee United Way Campaign\*
- Assisted with City's special events
- Successful preparation of the 2016 & 2017 election qualifications.

## Administrative Services - Human Resources

- The Human Resources Department provided quality HR services to attract, develop, motivate and retain a diverse workforce.
- Reestablished the City's Hurricane Preparedness Committee.
- Reviewed and updated City Personnel Policies.
- Maintained the City's Workers' Compensation Program and assisted employees with coordination and scheduling appointments.



#### **Clerk's Office**

Novus Agenda – Began working with the Clerk's Office on a new agenda creation tool. This tool was rolled out for Board agendas the first meeting in November 2016. Assisted the Clerk's Office and other departments with the first round utilizing the software. After a few stumbles the agenda for the first meeting was produced. The second and subsequent meetings have gotten easier for the departments. This tool has now been implemented for all Advisory Boards as well.

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#### **Finance**

- Tyler Technologies rolled out a new Employee Self Serve (ESS) system. This is a web based application for inputting employees time, that interfaces with our financial system. The new system is a bit different than the old system. So some impromptu training had to be done.
- Modified Payroll process to provide direct deposit notices electronically.

#### **Fire Department**

- Installed security cameras at the Fire Department.
- Installed Automatic Vehicle Location (AVL) hardware in the primary units.
   This will show the units on the map utilized by the Computer Aided Dispatch (CAD) system.
- As part of the CAD upgrade, a new product called WebCAD was made available and is utilized by the FD. This frees up software licensing.

#### General

- Purchased, and installed a comprehensive backup system for the servers in the Admin Complex.
- Annual hardware refresh, including a new server. Swapped new machines for older ones, then redeployed useable machines to less mission critical positions. Rotated older equipment to surplus.
- Prepared and provided annual budget input, purchasing, quick tips, general ledger, and other Incode training. Showing the various departments how to utilize these modules and features of our financial system.

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#### **General**

- Received several pieces of hardware from the St Johns River Water
   Management District. Reconfigured, and redeployed 4 servers, and 2 data
   storage devices. May be using more of this equipment soon.
- Developed a Social Media policy which was approved by the Board.
- Performed upgrades in the Board Chambers, including reconfiguring and mounting new projectors, and mounting the speakers for the sound system.

#### **General**

• The Computer Aided Dispatch (CAD) system operated by the County, and utilized by both the PD & FD, suffered a catastrophic failure in September of 2015. As a result, the County began a series of upgrades beginning in February, culminating in a version upgrade of the CAD software in September of 2016. Coordinated the changes with the County, PD, and FD.

#### **Police Department**

- Installed Security Cameras for the PD utilizing the Justice Assistance Grant (JAG) funds.
- Assisted the PD in updating several policies, general orders, and procedures to better comply with the revised Criminal Justice Information Service Security Policy (CSP).
- Deployed Dell Data Protection to the PD's Mobile Data Terminals (MDTs).
   This program encrypts the hard drive of the MDT, and requires 2 part authentication. This and adds additional layers of security to the MDTs for compliance with the CSP.

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#### **Water Plant**

 Installed a series of security cameras at the Water Plant including a system where the operators could monitor the cameras onsite. Also modified the firewall to allow the cameras to be monitored via the internet utilizing a smart phone app or through a web browser.

Coordinated the installation of a security system at the Water Plant



# Finance



Stella Gurnee, Finance Director

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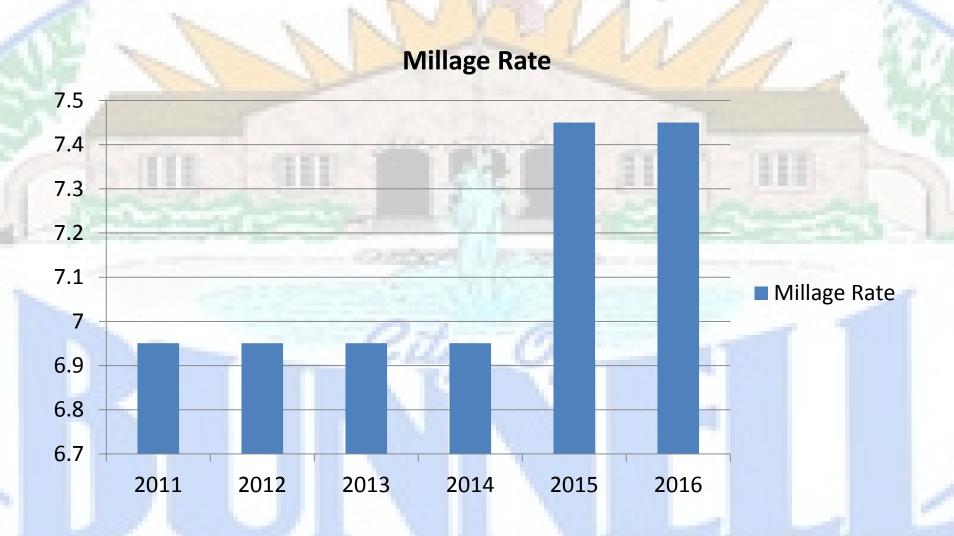
- Accounts Payable
- Accounts Receivable
  - Customer Service
    - Payroll
    - Purchasing
    - Utility Billing

# Finance - Summary

- Millage History for Bunnell the City maintained the millage rate to support the citizens of Bunnell during a difficult economy.
- General Fund Budget vs. Actual for 2015-2016.
- Current debt owed.
- Utility Billing account information.
- Changes to the Finance Department and update of audit actions taken.

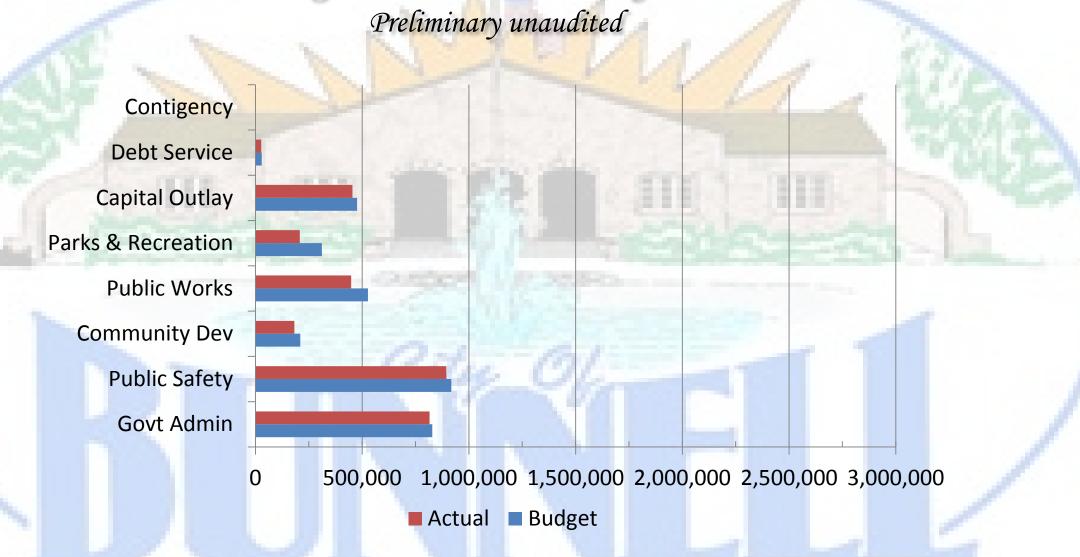
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# Millage Rate History



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# FY16 Budget vs. Actual – General Fund



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# Fiscal Year 2016 Capital Projects

Project	Activity	Cost
Computer Equipment	Computer replacements	\$ 26,258
Roadways	Commerce Parkway	\$300,778
Municipal Complex	Municipal Park	\$53,004
Municipal Complex	Police Dept. Roof & Floor	\$19,672
Median Irrigation	Reclaimed Water median irrigation	\$42,140
Water Treatment Plant	Ion Exchange Plant	\$693,788
Water Treatment Plant	Water Pump Station	\$3,448
Lift Stations	Submersible pump	\$7,987
Utility Vehicle	Replacement	\$34,849

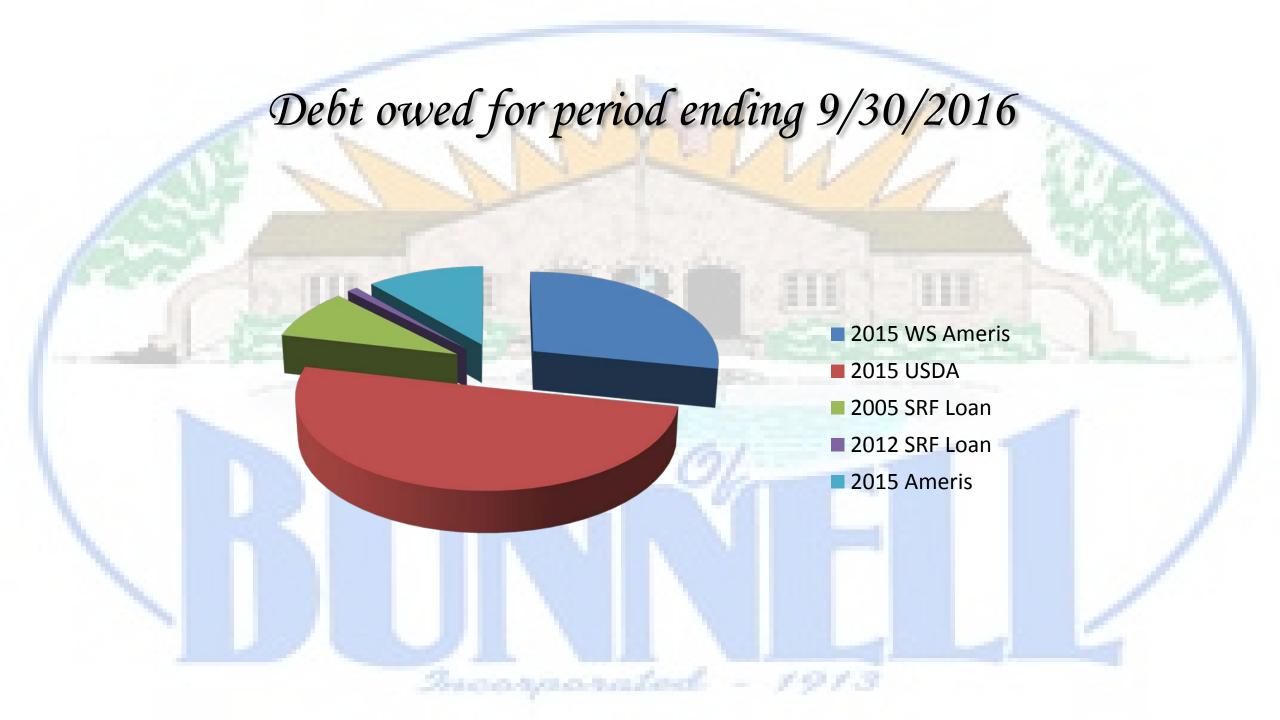
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(Water, Sewer, & Solid Waste)

Month	Number of Customers	Amount Billed
September, 2015	1,508	\$277,938
September, 2016	1,515	\$281,143

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#### Finance

- The joint utility, Bunnell Flagler County Utility was transitioned to the County.
- All annual reporting requirements were completed
- A comprehensive review and update of all City financial transactions, recording, procedures and reporting occurred during fiscal year 2016

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 New procedures have been implemented during the year to address many areas of concern identified by the audit report and the internal review.
 Most of the noted internal control concerns were address during fiscal year 2016.

### Finance

The City Commission adopted a fund balance policy during the fiscal year.
 This policy sets benchmarks for unrestricted fund reserves. This policy is designed as a tool for the Commission and staff to strive to maintain financial stability for the City.

# BUNNELL



Tom Foster Chief of Police

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- Administration
  - Records
  - Road Patrol

#### Community Involvement (not all inclusive)

- The Police Department showed support for National Breast Cancer Awareness month by wearing "pink" badges on their uniforms.
- Guest speaker for Pastor Appreciation Day Neighborhood held at the Carver Center.
- Coffee with a Cop event held at the State Street Dinner.
- Monthly Carver Center "pizza" meetings with "At-Risk Youth".
- "Back the Blue" Appreciation Day, Grace Academy, a Christian based school from Ormond Beach, invited BPD to support and thank our officers.
- "Story Time with the Chief" held annually at the Flagler Headstart pre-k and kindergarten school in South Bunnell.

#### Community Involvement (not all inclusive)

- "Kids n' Kops" community event hosted by Donnie's BBQ & KIX Country 98.7
- Special Olympics, Tip-a-Cop, BPD waited tables at Woody's restaurant and raised money for the Special Olympic program.
- 3rd Annual Polar Plunge, raised money for the Special Olympic program....very Chilly!!!!

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- Crime Watch, School visits, Halloween in Bunnell, Christmas in Bunnell, and "Shop with Cop/Deputy," and Carver Center Summer Camps.
- Coordinating with community leaders and business leaders in the effort to employ convicted felons unable to find employment.

# INTRODUCING OUR SUPPORT STAFF VITAL TO THE MISSION!



JoAnne Noel
Administrative Assistant



Det. Sgt. Harry Kuleski Investigations

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Joe Miller Evidence and Records



#### **Professional Advancements**

- Continue to receive professional development and advanced training through Daytona State College, and participate in annual in-service training with the Sheriff's Office.
- Professional development through Police One" on-line" training, recognized by the Florida Department of Law Enforcement.
- Development of Newly Promoted Supervisor Field Training Guide, all new officers promoted must successfully complete a 2-week training and 6 month probationary period.
- Addition of an experience professional as our Records & Evidence Clerk.

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Working with IT, Donnie Wines, researching affordable technical advancements for the police department.

- Department up-to-date Policies and Forms are now added to the City SharePoint for our officers.
- Working towards Florida Accreditation.
- **2016** Awards Winners (In recognition of our fine officers):
  - 1 Officer received the 2016 Kiwanis "Officer of the Year" Award.
  - 2 Officers received commendations.
  - 1 Crime Stopper "2016 Officer of the Year" for All Flagler County!

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- Officer Shane Tully promoted to Corporal.
- Over 18,000 calls for service annually.

#### **Grants Applied for:**

- Applied for the COP grant for an additional officer DENIED
- United States Department of Agriculture is NOT accepting applications at this time!
- Justice Assistance Grant from Department of Justice \$1,000 Awarded used for Portable vehicle printers.
- Received (4) replacement laptop computers.

#### **Future Concerns**

- The county Radios will need to be replaced by 2018-2019. Recommend a preparatory capital fund at the end of this fiscal year.
- Additional Officers needed to meet the minimum Federal safety requirements.



Fire Department
Calls for Service 01/01/16 to 12/31/16

Fires	84
Rescue / EMS	56
Hazardous Condition	23
Misc Service Call	53
Good Intent	130
False Calls	33
Special Intent	5
TOTAL	384
(22% increase over 2014)	

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# Fire Department

### Average Response Per Call

Year	# of calls	Avg Resp per call
2007	268	2.94
2008	275	3.44
2009	264	4.36
2010	318	3.80
2011	522	3.67
2012/2013	344	3.26
2014	272	3.14
2015	313	2.91
2016	384	3.12

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### Fire Department

- Prepared and received approval for no cost lease agreement for a Light Moderate Terrain Vehicle (LMTV) through Florida Forest Service. Truck received and paint job completed.
- Prepared and received approval for 50/50 grant from Florida Forest Service.

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Participated in conference call with Flagler County Emergency
 Management regarding Hurricane Mathew. Completed IAP for the event and coordinated department response.

## Fire Department - Personnel

- Members contributed over 14,000 hours to the Bunnell Volunteer Fire Department.
- 5 members completed Pac test through Division of Forestry to receive red card and be qualified for national deployment – Chief Fraser, Kevin Feldman, Sam Roberts, Adam Diefendorf, Will Kulakoski.
- 4 members passed EMT state board Adam Diefendorf, Kevin Feldman,
   Johny Dougherty, Sam Roberts.
- 1 member passed Firefighter 2 State Board Diefendorf.
- 3 members completed Fire Apparatus Operations, Hydraulics & Water Distribution systems – Adam Diefendorf, Kevin Feldman, and Will Kulakoski.

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## Fire Department - Personnel

- All volunteers went through forcible entry training with prop from Marion County Fire Rescue. Flagler County and Flagler Beach also participated in this training that was coordinated by Lt Kocik.
- Chief Fraser accepted as a member of the Florida State Blue Team Incident Management Team and attended training and quarterly conference calls

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### Fire Department - Special Events / Public Relations

- Presented Certificates of Appreciation to the volunteers for the time they have committed.
- Spoke at career day at Bunnell Elementary School to fourth graders.
- Attended the Halloween at Colony Park.
- Kevin Feldman was awarded the Firefighter of the Year by the Kiwanis.
- Assisted Flagler Beach Fire Rescue with their Independence Day celebration.

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- Assisted with the Christmas in Bunnell event.
- Hosted Pak Karate for a station tour.
- Attended health fair at Carver Gym, hosted by Espanola Masonic Lodge.
- Attended the Fall Festival at Bunnell Elementary School.

## Fire Department – Special Events / Public Relations

- During National Telecommunicator Week, Chief Fraser visited dispatch and provided pizzas.
- Chaired 4 meetings of the Board of Trustees for the Bunnell Volunteer Firefighter's Retirement System and updated the ordinance to comply with current statutes— Chief Fraser

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Raised over \$386 for the annual MDA boot drive.

## Fire Department – Short Term Needs

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- Training
  - Firefighter 1 class
  - Continue to enhance training
- Replacement woods truck
  - Purchase and install skid unit
  - Florida Forest Service grant
- Carport for vehicles sitting outside

## Fire Department – Long Term Needs

- Paid Personnel.
- Replacement for Engine 62 in 2018.
- Upgrade SCBA's (consider AFG grant).
  - 10 SCBA bottles need replaced in 2018.
  - Upgrade to higher capacity bottles and system compatible with surrounding agencies.

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- Upgrade set of airbags.
  - Replaced 2 last year and will try and do 2 per year for next 3 years.
- New radios 2018/2019.
  - 20 portables at \$1500 each.
  - 7 mobiles and base at \$1500 each.
  - Currently no user fee for infrastructure.



Mick Cuthbertson Community Development Director

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- Building Permitting
  - Code Enforcement
    - Fire Inspections
- Planning & Zoning

Ordinances drafted and adopted by the City Commission:

2016-01 Malagisi Zoning Change.

2016-03 Vacating a Portion of Bluege St.

2016-05 B&S Motorsports FLUM Change request.

2016-06 LDC Amendment regarding Recreational Vehicles.

2016-07 Code of Ordinance Amendment regarding Recreational Vehicles.

2016-09 Orr Zoning Change.

2016-11 Puchalski Zoning Change.

2016-12 Capital Improvements Element Amendment.

2016-17 Code of Ordinance Amendment regarding Irrigation Schedules.

2016-18 LDC Amendment Chapter 10 Floods and storm water.

2016-20 Vacating a Portion of N. Railroad St.

2016-23 Impact Fee Moratorium.



- Voluntary annexation of approximately 14 acres of property.
- In collaboration with the City Manager, created an Economic Development Brochure.
- New Construction completed
   2 Commercial projects
   1 Residence
- New Construction underway
   2 Commercial projects
   2 Residence
- Substantial Re-model/expansion completed
   4 Commercial projects
   4 Residential projects



- Submitted 2 small scale future land use amendment packages to the State.
- Submitted 1 large scale proposed future land use amendment package to the State.
- Assisted on the Community Development Block Grant application for

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improvements to the City's infrastructure.

- Assisted on the FRDAP grant for Municipal Park.
- Assisted with the FRDAP grant applications for the Booe Street Park and Heritage Trails Park.

- Attended meetings regarding the Bunnell Elementary School sidewalk project.
- Acted as City representative at TPO meetings.
- Maintained contact with DR Horton regarding the purchase of Grand Reserve parcels.







Perry Mitrano Public Works Director

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- Fleet Services
- Parks & Recreation
  - Streets & Roads
    - Solid Waste
      - Utilities

### Public Works

### **REORGANIZATION & CONSOLIDATION**

- Managed direction by supervision for work flow.
- Quality of work inspections by work orders.
- Assigned work details crews.
- Grouping crews to expedite work orders.
- Cross training employees to operate larger equipment e.g. mowers.
- Multi-functional share of employee resources.
- Filed for a new Florida Department of Environmental Protection Storm Water permit NPDES (National Pollutant Discharge Elimination System).
   This manages storm water runoff to streams and rivers.
- Improvement to attendance and a managed work schedule has increased productivity. Better productivity often assists in improving moral.

### Public Works – Fleet Services

 Fleet Manager purged old retired fleet vehicles and equipment.

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- Auction held with the largest return of cash back to the general fund ever recorded.
- Hired and trained a new technician to replace an employee that transferred to Utilities.
- Fleet prepared for the upcoming hurricane season by proactively setting up gen-sets and pumps.
- Assisted the acquisition and placing in service the new Seminole County Police cars for Bunnell PD.
- Repaired and salvaged the street sweeper.
- Assisted in the purchase of quality used vehicles for Utilities.

## Public Works – Fleet Services

 Utilized the Fleet Maintenance Interlocal with Flagler County to service the Fire Trucks according with fire safety standards.



- Shop technicians are now certified for DOT brake repair and are certified for A/C repairs according with Federal standards.
- Through prudent purchasing management practices Fleet services helped maintain the repair and maintenance budget on all City-wide fleet & equipment.

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## Public Works – Parks & Recreation / Streets & Roads

 Parks & Recreation: Vandalism has been rampant and new vandal tactics and vandal-proof items are being tried. Results to be determined.





 Streets & Roads: In September 2016, the old way of dropping loose asphalt to patch potholes is no longer an option. The Streets and Roads department is using saw cutting and hot new asphalt with a roller to do a better repair. This process will be ongoing.



# Public Works – Solid Waste

- SW reaches a financial milestone by paying off its entire debt \$602,000. The department was founded with an initial investment of just \$25,000 placed in the contingency fund. The debt was paid in full July 1st 2016.
- The last time rates have been increased to the residents and businesses of Bunnell was 2010.
- Renewed the interlocal with the Flagler County School District.
- Put \$45,00.00 in its reserves for 2015-16.

Summary: There are no notable complaints. Trash and litter have been reduced with the use of the carts. The Department, as of September 30th, 2016 will be 6 years / 2190 days / 52,560 hours' accident and injury free.

Solid Waste City Assets



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## Public Works – Utilities

### WATER TREATMENT PLANT (WTP) & DISTRIBUTION SYSTEM

- The new state-of-the art dual resin Ion-exchange plant went on-line beginning of FY16. Construction close out punch list is in progress and will be completed 2017.
- Multi-year installation of Smart Meters commences Citywide.
- Continue progress to replace inadequate size and remove degraded material piping from Citywide distribution system.
- Successfully install remote auto flushing devices in low-flow areas of City to improve water quality.
- Replace/Remove 6" water main beneath Harris Grocery Store.
- Replace 12 inoperable fire hydrants.
- Conducted annual inspection/maintenance/testing of all City hydrants.

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## Public Works – Utilities

### WASTEWATER TREATMENT PLANT (WWTP) & SEWER COLLECTION SYSTEM

- Successfully submit 5 year WWTP Operational Permit (completed ontime, reviewed, approved by Department of Environmental Protection).
- Repaired air diffusers in treatment tanks (flow equalization basin and sludge holding tank).
- Maintenance cleanout of the flow equalization tanks that removed about 100 yards of grit and debris.
- Purchased a replacement Collections service truck with crane hoist, this vastly upgraded the fleet.
- Complete St. Johns River Water Management District Cost Share for installation of Reclaim Irrigation in medians on N. State Street.

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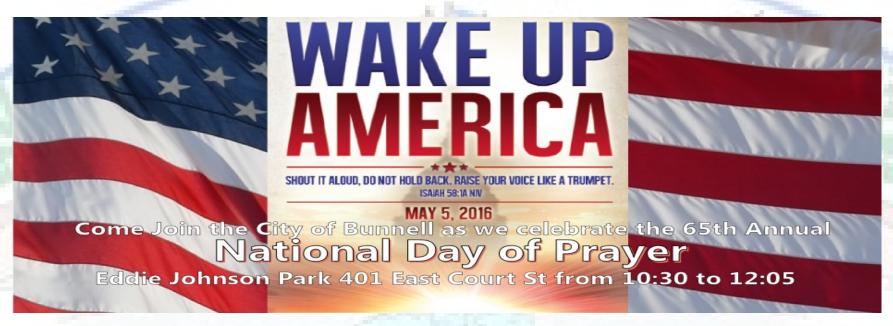
## Public Works – Utilities

### WASTEWATER TREATMENT PLANT (WWTP) & SEWER COLLECTION SYSTEM

- Construction of lift station at Water Treatment Plant by in-house staff.
- Installed storm water lift station on Hymon Circle consisting of 1300' of 3" pipe and a 6' x 10' well with duplex pumps and controls.
- Installed generator plugs for all City generators to connect to portable power equipment.

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### National Day of Prayer



### July 4th



### Halloween





### Small Town Christmas!



Nothing like a hayride



We believe in Santa



Silent Night! Holy Night!



Food Trucks Galore



Quite a cast of characters!

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I wish, I wish



### City of Bunnell, Florida

#### Agenda Item No. B.2.

Document Date: 4/11/2017 Amount:

Department: Police Account #:

Subject: Presentation: Medal of Merit Officer Scott Bagwell

Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

#### **Summary/Highlights:**

Present to Officer Scott Bagwell a Medal of Merit for exceptional service in the protection of life and property.

#### **Background:**

On March 20, 2017, Officer Scott Bagwell responded to an unknown medical emergency in the City of Bunnell. Upon arrival, Officer Scott Bagwell observed a 38-year-old female sitting on the floor, turning blue, and unresponsive. Without delay, he checked for a pulse and when no pulse was felt, transitioned into a life saving mode, carefully lowering the female to the floor, and started Cardio Pulmonary Resuscitation (CPR). Officer Scott Bagwell administered countless cycles of CPR, never faltering to continue until relieved by the Flagler County Rescue. Due to Officer Scott Bagwell's actions, Flagler County Rescue reestablish a pulse and transported the female to Florida Hospital Flagler.

#### **Staff Recommendation:**

Chief Foster highly recommends this Medal of Merit.

**City Attorney Review:** 

**Finance Department Review/Recommendation:** 



#### **ATTACHMENTS:**

Description Type
2017 05 01 Warrant Cover Memo



City of Bunnell, FL

### Warrant

By Fund
Payable Dates - 05/01/2017
Post Dates - 05/01/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amanima
Fund: 001 - GENE	,		best profit (Fayable)	Account Number	Amount
		Samantha Cooper	Hall Security Deposit Refund	001-2201000	125.00
		Trent Gilbert	Hall Security Deposit Refund	001-2201000	50.00
		Preferred Governmental Insur		001-2182000	4,322.50
			•		4,497.50
Department:	511 - Legislative				
		Flagler County Clerk of Courts	CREDIT Duplicate Payment 21	001-0511-511.3300	-18.50
		ACME Trophies & Awards	Plaque & Awards - Fire Depar	001-0511-511.3400	18.00
		Spectrum Business	Hosted Voice 04/17-05/01	001-0511-511.4100	114.36
		Bankcard Center	Fuel For Tallahassee Trip	001-0511-511.5200	24.00
		State of Florida Department o	•		17.22
			Dep	artment 511 - Legislative Total:	155.08
Department:	512 - Executive	Marinan Milantan			
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
		Spectrum Business	Hosted Voice 04/17-05/01	001-0512-512.4100	80.05
			De	partment 512 - Executive Total:	70.76
Department:	513 - Administrative Services	Smoothering Division and	16. 1. 111 1 04/47 on/o		
		Spectrum Business Lynch Oil Company	Hosted Voice 04/17-05/01	001-0513-513.4100	334.73
		UniFirst Corporation	FUEL BLANKET PO UNIFORMS	001-0513-513.5210	15.58
		Document Technologies	Toner Freight Charge	001-0513-513.5220 001-0513-513.4200	1.26
		Document Technologies	LRM4Y00834 Copier Overage	001-0513-513.4700	14.18
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	6.10 30.72
		DEX Imaging	Copier Overage Copy Room N		132.44
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	89.00
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.26
		Staples Advantage	Sheet Protectors, Labels, Tras		46.84
		State of Florida Department o	Local Phone Service thru 3/26		86.10
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0513-513.3401	210.00
		Bankcard Center	Gift Card - Open Enrollment	001-0513-513.5200	25.00
		Dolphin Printing & Design, Inc		001-0513-513.4700	195.00
		Pitney Bowes Global Financial	Lease - Postage Machine - 1-3	001-0513-513.4400	528.00
			Department 513	- Administrative Services Total:	1,716.21
Department:	514 - Legal Counsel				
		Vose Law Firm, LLP	Monthly Flat Rate Legal Fees f		7,000.00
			Departi	ment 514 - Legal Counsel Total:	7,000.00
Department:	516 - Finance	1000 a 1100 a 1000 a			
		James Moore & Co., P.L.	Annual Financial Audit FY201	001-0516-516.3200	910.97
		Bankcard Center	Overnight Shipping-HLMP app		62.05
		Staples Advantage	Clips, Moistners, Duster, Febr		8.30
Denartment: 1	517 - Information Technology		U	epartment 516 - Finance Total:	981.32
Department.	or a mornation reciniology	CDW Government	CREDIT - Part returned	001 0517 517 5200	204.00
		Verizon Wireless	Verizon Wireless - FY2016	001-0517-517.5200 001-0517-517.4100	-394.00
		Spectrum Business	Hosted Voice 04/17-05/01	001-0517-517.4100	-10.87 36.38
		•		Information Technology Total:	-368.49
Department: 5	521 - Law Enforcement		•		300.43
		Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
		Rogers Towing	Towing of PD Vehicle # 1609	001-0521-521.4620	55.00
		AMF World Enterprise Inc	Premier Patrol Belt - Basketw	001-0521-521.5220	80.00
		Spectrum Business	Internet Service - Police Depa	001-0521-521.4100	124.00
		Spectrum Business	Hosted Voice 04/17-05/01	001-0521-521.4100	259.88

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			Payable	Dates: - 05/01/2017 Post Dates:	- 05/01/2017
one)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
		Flagler Chrysler Dodge Jeep, I	Vehcile 1102 Parts - Engine Ti	001-0521-521.4620	775.04
		Flagler Chrysler Dodge Jeep, I	Vehcile 1102 Parts - Engine Ti	001-0521-521.4620	201.55
		Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	551.74
		Boulevard Tire Center	Replace Rear Tires on # 1101	001-0521-521.4620	222.54
		O'reilly Automotive Inc	Fan Assembly - PD#1608	001-0521-521.4620	199.94
		O'reilly Automotive Inc	Radiator Cap - PD#1608	001-0521-521.4620	6.12
		O'reilly Automotive Inc	Air & Cabin Filters & Antifreez	001-0521-521.4620	124.24
		O'reilly Automotive Inc	Fan Assembly - PD#1609	001-0521-521.4620	199.94
		O'reilly Automotive Inc	Antifreeze - PD#1609	001-0521-521.4620	25.98
		Bunnell Auto Supply, Inc.	Radiator - PD#1101	001-0521-521.4620	141.60
		Bankcard Center	Uniform Award Ribbons	001-0521-521.5220	126.00
		Joe Miller	Phone Repair - J Miller	001-0521-521.4900	149.09
		Medi-Quick Urgent Care	Drug Testing/Physicals	001-0521-521.3400	317.00
		DG Hardware, Inc.	Key Schhage	001-0521-521.5200	2.24
		Florida Power & Light	01235-95431 - GF PD - 601 E	001-0521-521.4300	9.86
		Florida Power & Light	19639-02331 - GF PD - 411 S	001-0521-521.4300	9.86
		Florida Power & Light	29732-82177 - GF PD - 201 E	001-0521-521.4300	9.86
		Florida Power & Light	60520-97182 - GF PD - 205 S	001-0521-521.4300	9.8
		Florida Power & Light	79034-46115 - GF PD - 410 S S		9.86
		Florida Power & Light	93326-99348 - GF PD - 312 S S		9.8
		ACME Trophies & Awards	Nameplate for M. WICHMAN	001-0521-521.5220	9.00
		O'reilly Automotive Inc	Capsule & Harness - PD#1101	001-0521-521.4620	15.43
		Bunnell Auto Supply, Inc.	Outlet Box - PD#1702	001-0521-521.4620	23.49
		State of Florida Department o	Local Phone Service thru 3/26		17.2
			Department	t 521 - Law Enforcement Total:	3,675.32
Department: 52	22 - Fire Control	Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
		ACME Trophies & Awards	Plaque & Awards - Fire Depar	001-0522-522.3400	28.00
		Spectrum Business	Internet Service - Fire Depart	001-0522-522.4100	104.28
		Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	5.20
		Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	182.73
		Florida Power & Light	95189-09859 - GF FD - 1601 O		207.1
		Staples Advantage	Sheet Protectors, Labels, Tras	001-0522-522.5100	9.9
		State of Florida Department o	Local Phone Service thru 3/26	001-0522-522.4100	17.22
				tment 522 - Fire Control Total:	524.58
Department: 52	24 - Community Development				
		C			
		State of Florida Department o	CORRECTION Quarterly Buildi	001-0524-524.4900	-72.5
		State of Florida Department o Spectrum Business	CORRECTION Quarterly Buildi Hosted Voice 04/17-05/01	001-0524-524.4900 001-0524-524.4100	
		Spectrum Business Document Technologies	· ·		164.7
		Spectrum Business Document Technologies Charles J. Cino	Hosted Voice 04/17-05/01	001-0524-524.4100	164.7 6.10
		Spectrum Business Document Technologies Charles J. Cino News Journal	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising	001-0524-524.4100 001-0524-524.4700	164.7 6.10 437.9
		Spectrum Business Document Technologies Charles J. Cino News Journal News Journal	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102	164.7 6.1 437.9 33.6
		Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800	164.77 6.10 437.97 33.69 34.10
		Spectrum Business Document Technologies Charles J. Cino News Journal News Journal	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401	164.7 6.10 437.9 33.6 34.10 28.90 180.00
		Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800	164.7 6.10 437.9 33.6 34.10 28.90 180.00
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal Christopher Hughes	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 community Development Total:	164.7 6.10 437.9 33.60 34.10 28.90 180.00 812.94
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal Christopher Hughes	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 community Development Total:	164.7: 6.10 437.9: 33.6: 34.10 28.90 180.00 812.94
Department: 54	I1 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal Christopher Hughes  Grainger BuildersFirst	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co Asphalt Rake CREDIT - Railroad Ties	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 ommunity Development Total:	164.7: 6.10 437.9: 33.6: 34.10 28.90 180.00 812.94
Department: 54	I1 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc.	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 ommunity Development Total: 001-0541-541.5200 001-0541-541.4600 001-0541-541.4640	164.7 6.1 437.9 33.6 34.1 28.9 180.0 812.9 -83.0 -79.2 34.1
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal Christopher Hughes  Grainger BuildersFirst	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 ommunity Development Total: 001-0541-541.5200 001-0541-541.4600 001-0541-541.4640 001-0541-541.5264	164.7: 6.10 437.9: 33.6: 34.10 28.90 180.00 812.94 -83.00 -79.20 34.18 62.99
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc. DG Hardware, Inc.	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co  Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck Key Schlage & Covers	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 ommunity Development Total: 001-0541-541.5200 001-0541-541.4640 001-0541-541.5264 001-0541-541.5200	164.7' 6.1( 437.9' 33.6: 34.1( 28.9( 180.0( 812.94) -83.0( -79.2( 34.1( 62.9( 5.4()
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc. DG Hardware, Inc.	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 ommunity Development Total: 001-0541-541.5200 001-0541-541.4600 001-0541-541.4640 001-0541-541.5264	164.7' 6.1( 437.9' 33.6: 34.1( 28.9( 180.0( 812.94) -83.0( -79.2( 34.1( 62.9( 5.4( 104.2)
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc. DG Hardware, Inc. Spectrum Business	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co  Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck Key Schlage & Covers Internet Service - PW	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 community Development Total:  001-0541-541.5200 001-0541-541.4640 001-0541-541.5264 001-0541-541.5264 001-0541-541.5200 001-0541-541.5200	164.7' 6.1( 437.9' 33.6: 34.1( 28.9( 180.0( 812.9( -83.0( -79.2( 34.1( 62.9( 5.4( 104.2( 72.7')
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc. DG Hardware, Inc. Spectrum Business Spectrum Business Lynch Oil Company	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co  Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck Key Schlage & Covers Internet Service - PW Hosted Voice 04/17-05/01	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 ommunity Development Total:  001-0541-541.5200 001-0541-541.4640 001-0541-541.5264 001-0541-541.5200 001-0541-541.5200 001-0541-541.4100 001-0541-541.4100	164.7' 6.1( 437.9' 33.6( 34.1( 28.9( 180.0( 812.9( -83.0( -79.2( 34.1( 62.9( 5.4( 104.2( 72.7' 245.7( 245.7
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc. DG Hardware, Inc. Spectrum Business Spectrum Business	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co  Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck Key Schlage & Covers Internet Service - PW Hosted Voice 04/17-05/01 FUEL BLANKET PO	001-0524-524.4100 001-0524-524.4700 001-0524-524.3102 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 ommunity Development Total:  001-0541-541.4600 001-0541-541.4640 001-0541-541.5264 001-0541-541.5200 001-0541-541.4100 001-0541-541.4100 001-0541-541.4100 001-0541-541.4100 001-0541-541.5210	164.7: 6.10 437.9: 33.6: 34.10 28.90 180.00 812.94 -83.00 -79.20 34.18 62.99 5.46 104.28 72.77 245.78 213.00
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc. DG Hardware, Inc. DG Hardware, Inc. Spectrum Business Spectrum Business Lynch Oil Company	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co  Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck Key Schlage & Covers Internet Service - PW Hosted Voice 04/17-05/01 FUEL BLANKET PO FUEL BLANKET PO	001-0524-524.4100 001-0524-524.4700 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 community Development Total:  001-0541-541.5200 001-0541-541.4640 001-0541-541.5264 001-0541-541.5200 001-0541-541.5200 001-0541-541.5200 001-0541-541.5200 001-0541-541.5200	164.7: 6.10 437.9: 33.6: 34.10 28.90 180.00 812.94 -83.00 -79.20 34.18 62.99 5.46 104.28 72.77 245.78 213.00 89.20
Department: 54	11 - Road and Street Facilities	Spectrum Business Document Technologies Charles J. Cino News Journal News Journal News Journal Christopher Hughes  Grainger BuildersFirst DG Hardware, Inc. DG Hardware, Inc. DG Hardware, Inc. Spectrum Business Spectrum Business Lynch Oil Company Lynch Oil Company	Hosted Voice 04/17-05/01 LRM4Y00834 Copier Overage PZA Board Attorney Services April PZA Advertising April PZA Advertising Fire Inspector - Fire Pay Repor Department 524 - Co  Asphalt Rake CREDIT - Railroad Ties Wheel BArrow & Hand Truck Wheel BArrow & Hand Truck Key Schlage & Covers Internet Service - PW Hosted Voice 04/17-05/01 FUEL BLANKET PO FUEL BLANKET PO FUEL BLANKET PO	001-0524-524.4100 001-0524-524.4700 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.4800 001-0524-524.3401 community Development Total:  001-0541-541.5200 001-0541-541.4600 001-0541-541.5264 001-0541-541.5200 001-0541-541.5200 001-0541-541.5200 001-0541-541.5200 001-0541-541.5200	-72.55 164.77 6.10 437.97 33.65 34.10 28.90 180.00 812.94 -83.00 -79.20 34.18 62.99 5.46 104.28 72.77 245.78 213.06 89.25 10.55 52.43

vvarrant			Payable	Dates: - 05/01/2017 Post Dates	: - 05/01/2017
(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 401 - ENTERPRISE FUN	D				
Department: 533 - Wate					
<b>,</b>		Verizon Wireless	Verizon Wireless - FY2016	401 0532 532 4100	42.42
		DEX Imaging	115283 V665801326 UT	401-0533-533.4100 401-0533-533.4700	-12.42
		Ferguson Enterprises, Inc.	Operating Supplies for Water		23.80
		Ferguson Enterprises, Inc.	Operating Supplies for Water	401-0533-533.5205	251.55
		Ferguson Enterprises, Inc.		401-0533-533.5205	294.58
		Strickland Sod Farm, Inc.	Operating Supplies for Water	401-0533-533.5205	708.66
		Strickland Sod Farm, Inc.	2 PALLETS SOD 2 PALLETS SOD	401-0533-533.5205	5.00
		Morton Salt Inc	INDUSTRIAL SOLAR SALT ION	401-0533-533.5205	40.00
		Bunnell Auto Supply, Inc.		401-0533-533.5205	3,057.59
		Pitney Bowes Inc	Loom - UT#931	401-0533-533.4620	3.69
		Pitney Bowes Inc	PRINTED ENVELOPES	401-0533-533.4700	357.60
			PRINTED ENVELOPES	401-0533-533.4700	90.15
		Spectrum Business	Hosted Voice 04/17-05/01	401-0533-533.4100	37.40
		Bankcard Center	NATIONAL SEMINARS TRAINI	401-0533-533.5500	149.50
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	121.13
		DG Hardware, Inc.	Fire Ant Killer	401-0533-533.5205	12.99
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		Tyler Technologies	Tyler Bill notifications & web	401-0533-533.4900	532.00
		Tyler Technologies	Tyler Bill notifications & web	401-0533-533.4900	41.08
		Document Technologies	LRM4Y00834 Copier Overage	401-0533-533.4700	18.30
		Ver-E-Safe Solutions, LLC	SAFETY SUPPLIES - UTILITIES	401-0533-533.5205	33.90
		Ver-E-Safe Solutions, LLC	SAFETY SUPPLIES - UTILITIES	401-0533-533.5205	19.00
		Ver-E-Safe Solutions, LLC	SAFETY SUPPLIES - UTILITIES	401-0533-533.5205	8.75
		Ver-E-Safe Solutions, LLC	SAFETY SUPPLIES - UTILITIES	401-0533-533.5205	6.95
		Ver-E-Safe Solutions, LLC	SAFETY SUPPLIES - UTILITIES	401-0533-533.5205	7.50
		Ver-E-Safe Solutions, LLC	SAFETY SUPPLIES - UTILITIES	401-0533-533.5205	150.00
		Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0533-533.4300	70.20
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	210.00
		James Moore & Co., P.L.	Annual Financial Audit FY201	401-0533-533.3200	800.00
		Utility Service Co., Inc.	Annual Maintenance - Bunnel	401-0533-533.3401	7,361.56
		CISS, Inc.	Background Check N. DeWind	401-0533-533.3401	27.50
		Hawkins Inc	WTP CHEMICALS	401-0533-533.5205	2,093.75
		Medi-Quick Urgent Care	Drug Testing/Physicals	401-0533-533.3401	123.00
		Medi-Quick Urgent Care	Drug Testing/Physicals	401-0533-533.3401	57.50
		Florida Power & Light	23515-07823 - WS - 37 Briarw	401-0533-533.4300	14.28
		Florida Power & Light	08857-07703 - WS - 1605 E M	401-0533-533.4300	2,901.62
		Florida Power & Light	39472-13538 801 Hymon Cir -		6.10
		Florida Power & Light	59268-64496 - WS - 1605 E M		90.06
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		Staples Advantage	Clips, Moistners, Duster, Febr	401-0533-533.5102	0.99
		Staples Advantage	Clips, Moistners, Duster, Febr	401-0533-533.5102	1.58
		Staples Advantage	Clips, Moistners, Duster, Febr	401-0533-533.5102	5.79
		Staples Advantage	Sheet Protectors, Labels, Tras	401-0533-533.5102	6.17
		Staples Advantage	Sheet Protectors, Labels, Tras	401-0533-533.5102	3.48
		Staples Advantage	Sheet Protectors, Labels, Tras	401-0533-533.5102	2.82
		State of Florida Department o	Local Phone Service thru 3/26		51.33
		Pitney Bowes Global Financial	Lease - Postage Machine - 1-3		264.00
				B - Water Utility Services Total:	20,113.71
Department: 535 - Sewer	/ Wastewater Services		,	,	,
	,	Miller Pipeline Corp	CDEDIT on INV 202522	404 0525 525 6200	
		Verizon Wireless	CREDIT on INV 392533	401-0535-535.6300	-200.00
		Sizemore Welding, Inc.	Verizon Wireless - FY2016	401-0535-535.4100	-4.30
		DEX Imaging	CREDIT- COB-06658-2016	401-0535-535.5200	-56.00
		Strickland Sod Farm, Inc.	115283 V665801326 UT	401-0535-535.4700	23.80
		Strickland Sod Farm, Inc.	2 PALLETS SOD	401-0535-535.5200	40.00
		Pitney Bowes Inc	2 PALLETS SOD	401-0535-535.5200	5.00
			PRINTED ENVELOPES	401-0535-535.4700	357.60
		Pitney Bowes Inc	PRINTED ENVELOPES	401-0535-535.4700	90.15
		TOM EVANS ENVIRONMENTA TOM EVANS ENVIRONMENTA	SUBMERSIBLE WASTE WATER	401-0535-535.5264	3,672.00
		A FAIRING CHANGO CHANGE	SUBMERSIBLE WASTE WATER	401-0535-535.5264	3,229.00

a., 1	_		Payable	Dates: - 05/01/2017	Post Dates: - 05/01/2017
None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
		Spectrum Business	Hosted Voice 04/17-05/01	401-0535-535.4100	37.40
		Bankcard Center	NATIONAL SEMINARS TRAINI	401-0535-535.5500	149.50
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	90.66
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	8.90
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	233.16
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26
		Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	382.72
		KED Group, Inc.	WWTP POLYMER	401-0535-535.5200	1,296.00
		Tyler Technologies	Tyler Bill notifications & web	401-0535-535.4900	532.00
		Tyler Technologies	Tyler Bill notifications & web	401-0535-535.4900	41.08
		Florida Power & Light	06115-08987 - WS - 501 Deen	401-0535-535.4300	28.76
		Document Technologies	LRM4Y00834 Copier Overage	401-0535-535.4700	18.31
		Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0535-535.4300	70.19
		Florida Power & Light	16525-04919 - WS - 305 S Tol	401-0535-535.4300	4,957.81
		Florida Power & Light	16885-09957 - WS - 103 Deen	401-0535-535.4300	26.62
		Florida Power & Light	27076-01973 - WS - 321 S Bay		17.63
		Florida Power & Light	27516-03917 - WS - 1200 Linc		53.85
		Bankcard Center	UT17.0322.1308 WWTP FILT	401-0535-535,4640	832.77
		Bankcard Center	UT17.0322.1308 WWTP FILT	401-0535-535.4640	1,151.67
		James Moore & Co., P.L.	Annual Financial Audit FY201	401-0535-535.3200	751.13
		CISS, Inc.	Background Check N. DeWind	401-0535-535.3400	27.50
		Bunnell Auto Supply, Inc.	Trailer Connect Kit - UT	401-0535-535.4620	12.96
		Medi-Quick Urgent Care	Drug Testing/Physicals	401-0535-535.3400	57.50
		Medi-Quick Urgent Care	Drug Testing/Physicals	401-0535-535.3400	115.00
		Florida Power & Light	09445-94365 - WS - 2904 E H	401-0535-535.4300	13.89
		Florida Power & Light	01408-42220 - WS - 237 Gran	401-0535-535.4300	43.73
		Florida Power & Light	05365-06116 - WS - 612 N Or	401-0535-535.4300	18.45
		Florida Power & Light	26391-00821 - WS - 1004 S St	401-0535-535.4300	34.01
		Florida Power & Light	34080-03816 - WS - 410 N An	401-0535-535.4300	77.40
		Florida Power & Light	38244-16469 - WS - 301 S An	401-0535-535.4300	291.09
		Florida Power & Light	39472-13538 801 Hymon Cir -	401-0535-535.4300	6.09
		Florida Power & Light	76171-09884 - WS - 1200 E M	401-0535-535.4300	64.36
		Florida Power & Light	82864-01883 - WS - 2250 Old	401-0535-535.4300	47.86
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26
		Florida Power & Light	95527-02467 - WS - 1300 S U	401-0535-535.4300	47.26
		Staples Advantage	Clips, Moistners, Duster, Febr	401-0535-535.5100	25.09
		Staples Advantage	Clips, Moistners, Duster, Febr	401-0535-535.5100	14.72
		Staples Advantage	Tissues	401-0535-535.5100	7.49
		Staples Advantage	Sheet Protectors, Labels, Tras	401-0535-535.5100	2.12
		State of Florida Department o	Local Phone Service thru 3/26		43.05
		Pitney Bowes Global Financial	Lease - Postage Machine - 1-3	401-0535-535.4400	264.00
			Department 535 - Sewer		Total: 19,105.50
Department: 536 - Er	ngineering - Utilities				***************************************
	<del>-</del>	Spectrum Business	Hosted Voice 04/17-05/01	401-0536-536.4100	0.00
		State of Florida Department o		401-0536-536.4100	0.05
		The second department of		- Engineering - Utilities	17.22
					Total: 17.27
			Fund 401 - ENTERPRISE	FUND	Total: 39,236.48

Fund 402 - SOLID WASTE Total:

Department 534 - Garbage / Solid Waste Control Services Total:

Warrant			Payable	Dates: - 05/01/2017	Post Dates: - 05/01/2017
(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE			, and an	Account Namber	Amount
Department: 534 - Gai	rbage / Solid Waste Control S	Services			
		PSGP Commercial Specialty Tr	E-Z PACK PARTS ORDER	402-0534-534.4620	129.36
		PSGP Commercial Specialty Tr		402-0534-534.4620	229.80
		PSGP Commercial Specialty Tr		402-0534-534.4620	133.42
		PSGP Commercial Specialty Tr		402-0534-534.4620	211.70
		PSGP Commercial Specialty Tr		402-0534-534.4620	530.96
		PSGP Commercial Specialty Tr	E-Z PACK PARTS ORDER	402-0534-534.4620	146.80
		PSGP Commercial Specialty Tr	E-Z PACK PARTS ORDER	402-0534-534.4620	72.12
		PSGP Commercial Specialty Tr	E-Z PACK PARTS ORDER	402-0534-534.4620	763.32
		Rush Truck Centers of Florida	CREDIT - TAX REF Fan Blad an	402-0534-534,4620	-30.94
		Bunnell Auto Supply, Inc.	Oil Drain Plug- SW#926	402-0534-534.4620	2.69
		<b>Environmental Land Services</b>	Blanket PO for ELS	402-0534-534,3400	3,759.30
		Bunnell Auto Supply, Inc.	Flasher & Mirroe - SW#905 &	402-0534-534.4620	34.48
		DG Hardware, Inc.	Spray	402-0534-534,5200	8.98
		Spectrum Business	Hosted Voice 04/17-05/01	402-0534-534.4100	55.61
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	123.90
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	589.39
		Global Tire Recycling	TIRE RECYCLING	402-0534-534.3400	171.20
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		Tyler Technologies	Tyler Bill notifications & web	402-0534-534.4900	266.00
		Tyler Technologies	Tyler Bill notifications & web	402-0534-534.4900	20.54
		Document Technologies	LRM4Y00834 Copier Overage	402-0534-534.4700	12.20
		James Moore & Co., P.L.	Annual Financial Audit FY201	402-0534-534.3200	537.90
		<b>Environmental Land Services</b>	Blanket PO for ELS	402-0534-534.3400	4,394.85
		<b>Environmental Land Services</b>	ROLL OFF CONTAINER FOR FC	402-0534-534.3400	265.00
		Bunnell Auto Supply, Inc.	Hyd Fluid - SW#905	402-0534-534.4620	48.97
		Medi-Quick Urgent Care	Drug Testing/Physicals	402-0534-534.3400	115.00
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		<b>Environmental Land Services</b>	Blanket PO for ELS	402-0534-534.3400	4,882.28

17,511.77

17,511.77

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Warrant			Payable	Dates: - 05/01/2017 Post Dates:	- 05/01/2017
(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 502 - Municip	oal Complex Building Fund				
Department: 5	19 - Municipal Complex				
		Bankcard Center	PW17.0106.0821 CAST CRETE	502-0519-519.4610	33.70
		DG Hardware, Inc.	Drill & Tieplate	502-0519-519.4610	17.16
		Florida Power & Light	02735-15254 - GF 201 W Moo	502-0519-519.4300	45.03
		Florida Power & Light	08456-32520 - GF - 201 W Mo	502-0519-519.4300	414.50
		SunCoast Electrical Contracto	PD MOVE ELECTRICAL WORK	502-0519-519.4610	530.00
		Florida Power & Light	47802-16398 - GF - 201 W Mo	502-0519-519.4300	1,050.68
		Florida Power & Light	50935-93118 - GF - 201 W Mo	502-0519-519.4300	27.23
		Florida Power & Light	51926-14112 - 201 W Moody	502-0519-519.4300	68.30
		Florida Power & Light	56661-53118 201 W Moody B	502-0519-519.4300	68.00
		DG Hardware, Inc.	PW17.0106.0821 PD MOVE T	502-0519-519.5200	11.68
		Servpro of Flagler County	Emergency Water removal &	502-0519-519.3401	9,563.22
			Department 5	519 - Municipal Complex Total:	11,829.50
			Fund 502 - Municipa	Complex Building Fund Total:	11,829.50

Grand Total:

94,998.94

### **Report Summary**

#### **Fund Summary**

Fund		<b>Expense Amount</b>
001 - GENERAL FUND		26,421.19
401 - ENTERPRISE FUND		39,236.48
402 - SOLID WASTE		17,511.77
502 - Municipal Complex Building Fund		11,829.50
	<b>Grand Total:</b>	94,998.94

Account Summary			
Account Number	Account Name	Expense Amount	
001-0511-511.3300	Recording Fees	-18.50	
001-0511-511.3400	Other Contract Services	18.00	
001-0511-511.4100	Communications Expens	131.58	
001-0511-511.5200	Operating Supplies	24.00	
001-0512-512.4100	Communications Expens	70.76	
001-0513-513.3401	Fire Inspection Exp.	210.00	
001-0513-513.4100	Communications Expens	420.83	
001-0513-513.4200	Postage	14.18	
001-0513-513.4400	Rental / Lease Expense	617.00	
001-0513-513.4700	Printing / Binding Expen	364.26	
001-0513-513.5100	Office Supplies Expense	46.84	
001-0513-513.5200	Operating Expenses	25.00	
001-0513-513.5210	Fuel	15.58	
001-0513-513.5220	Uniforms Exp	2.52	
001-0514-514.3103	Legal Services - Administ	7,000.00	
001-0516-516.3200	Accounting & Auditing E	910.97	
001-0516-516.4200	Postage	62.05	
001-0516-516.5100	Office Supplies	8.30	
001-0517-517.4100	Communications Expens	25.51	
001-0517-517.5200	Operating Supplies	-394.00	
001-0521-521.3400	Other Contract Services	317.00	
001-0521-521.4100	Communications Expens	390.23	
001-0521-521.4300	Utility - Public Services	59.16	
001-0521-521.4620	Repair / Maint - Vehicles	1,990.86	
001-0521-521.4900	Other Current Chgs & O	149.09	
001-0521-521.5200	Operating Supplies	2.24	
001-0521-521.5210	Fuel	551.74	
001-0521-521.5220	Uniforms Exp	215.00	
001-0522-522.3400	Other Contract Services	28.00	
001-0522-522.4100	Communications Expens	121.50	
001-0522-522.4300	Utility - Public Services	207.17	
001-0522-522.5100	Office Supplies Expenses	9.98	
001-0522-522.5200	Operating Supplies	-30.00	
001-0522-522.5210	Fuel	187.93	
001-0524-524.3102	Legal Services	437.97	
001-0524-524.3401	Bldg / Fire Inspection Ex	180.00	
001-0524-524.4100	Communications Expens	164.77	
001-0524-524.4700	Printing / Binding Expen	6.10	
001-0524-524.4800	Advertising / Promo Exp	96.65	
001-0524-524.4900	Other Current Chgs & O	-72.55	
001-0541-541.3400	Other Contract Services	50.00	
001-0541-541.4100	Communications Expens	194.27	
001-0541-541.4300	Utility - Public Services	4,027.54	
001-0541-541.4400	Rental / Lease Expense	130.00	
001-0541-541.4600	Repair / Maint - Service	-79.20	
001-0541-541.4640	Equipment Repair & Mai	34.18	
001-0541-541.5200	Operating Supplies	-1.03	
001-0541-541.5210	Fuel	335.07	
001-0541-541.5215	Fuel - Off Road Diesel	213.06	



# **Account Summary**

	riccount sammary	
Account Number	Account Name	<b>Expense Amount</b>
001-0541-541.5220	Uniforms Exp	90.38
001-0541-541.5264	Small Equipment Purcha	68.98
001-0572-572.3400	Other Contract Services	90.00
001-0572-572.4300	Utility - Public Services	1,461.64
001-0572-572.5200	Operating Supplies	262.18
001-0572-572.5210	Fuel	119.57
001-0572-572.5220	Uniforms Exp	39.40
001-0572-572.5264	Small Equipment Purcha	319.93
001-2182000	WC Payable	4,322.50
001-2201000	Deposits Paybl - CtyHall/	175.00
401-0533-533.3200	Accounting & Auditing E	800.00
401-0533-533.3401	Other Contract Services	7,779.56
401-0533-533.4100	Communications Expens	76.31
401-0533-533.4300	<b>Utility - Public Services</b>	3,082.26
401-0533-533.4400	Rental / Lease Expense	264.00
401-0533-533.4620	Repair / Maint - Vehicles	3.69
401-0533-533.4700	Printing / Binding Expen	489.85
401-0533-533.4900	Other Current Chgs & O	573.08
401-0533-533.5102	Office Supplies - Water	20.83
401-0533-533.5205	Operating Supplies Exp -	6,690.22
401-0533-533.5210	Fuel	121.13
401-0533-533.5220	Uniforms Exp	63.28
401-0533-533.5500	Training	149.50
401-0535-535.3200	Accounting & Auditing E	751.13
401-0535-535.3400	Other Contract Services	200.00
401-0535-535.4100	Communications Expens	76.15
401-0535-535.4300	Utility - Public Services	5,799.00
401-0535-535.4400	Rental / Lease Expense	264.00
401-0535-535.4620	Repair / Maint - Vehicles	12.96
401-0535-535.4640	Repair / Maint - Equipm	1,984.44
401-0535-535.4700	Printing / Binding Expen	489.86
401-0535-535.4900	Other Current Chgs & O	573.08
401-0535-535.5100	Office Supplies Expenses	49.42
401-0535-535.5200	Operating Supplies	1,667.72
401-0535-535.5210	Fuel	332.72
401-0535-535.5220	Uniforms Exp	54.52
401-0535-535.5264	Small Equipment Purcha	6,901.00
401-0535-535.5500	Training	149.50
401-0535-535.6300	Improvements - Other T	-200.00
401-0536-536.4100	Communications Expens	17.27
402-0534-534.3200	Accounting & Auditing -	537.90
402-0534-534.3400	Other Contract Services	13,587.63
402-0534-534.4100	Communications - Solid	55.61
402-0534-534.4620	Repair/Maint Vehicles -	2,272.68
402-0534-534.4700	Printing & Binding - Soli	12.20
402-0534-534.4900	Other Current Charges -	286.54
402-0534-534.5200	Operating Supplies	8.98
402-0534-534.5210	Fuel	713.29
402-0534-534.5220	Uniforms - Solid Waste	36.94
502-0519-519.3401	Other Contract Services	9,563.22
502-0519-519.4300	Utility Public Service	1,673.74
502-0519-519.4610	Repair/Maint/Bldg	580.86
502-0519-519.5200	Operating Expense	11.68
	Grand Total:	94,998.94
		•

# **Project Account Summary**

Project Account Key
\*\*None\*\*

Expense Amount 94,998.94 Warrant

# **Project Account Summary**

Project Account Key
\*\*None\*\*

**Expense Amount** 

**Grand Total:** 

94,998.94



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 04/24/2017 Post Dates - 04/24/2017

(None)

**Payment Date** 

Fund: 401 - ENTERPRISE FUND

Department: 533 - Water Utility Services

**Vendor Name** 

Description (Payable)

**Account Number** 

Amount

TLC Diversified Inc

Ion Excahnge - Construction C 401-0533-533.6300

Department 533 - Water Utility Services Total:

131,669.49 131,669.49

**Fund 401 - ENTERPRISE FUND** 

Total:

131,669.49

**Grand Total:** 

: 131,669.49





# **ATTACHMENTS:**

Description Type
Proposed Minutes Minutes

# CATHERINE D. ROBINSON *MAYOR*

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



**COMMISSIONERS:** 

**ELBERT TUCKER** 

**BILL BAXLEY** 

**BONITA ROBINSON** 

# **BUNNELL CITY COMMISSION WORKSHOP MINUTES**

Monday, March 27, 2017 Selected codes to be reviewed 6:00 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 6:00 PM and led the pledge to the Flag.
- **B.** Roll Call: Present: Mayor Catherine D. Robinson, Vice Mayor John Rogers, Commissioner Elbert Tucker, Commissioner Bill Baxley, Commissioner Bonita Robinson, City Attorney Wade Vose, City Manager Dan Davis, City Clerk Sandra Bolser.

City Commissioner Elect John Sowell was also in attendance.

City Manager Dan Davis stated the purpose of the meeting was to review these Sections of the Code and make recommendations for revisions. Staff will bring back the revisions per direction of the Board. The meeting was turned over to Acting Community Development Director Kristen Bates who reviewed each item. The following revisions were recommended by the Board of City Commissioners:

# C. Presentation

- **C.1.** Section 6-1. Consumption in public places: City Attorney Vose will review other municipalities and bring back language for the revision including adding an exception for events covered by a special permit.
- **C.2.** Section 10-4. Cruelty: Recommendation to increase the citation fines to: \$200.00, \$400.00, and \$600.00, after the first warning.
- **C.3.** Section 10-13. Dogs prohibited in city parks: Recommendation to allow staff time to conclude their research into the liability issue and guidelines for the creation of a dog park.
- **C.4.** Section 10-211. Required: Recommendation to take the pet licensing requirement out of the Code.

**C.5.** Section 26-56. Storing, parking or leaving dismantled or other such motor vehicle or boat prohibited and declared nuisance; exception. Recommendation to add an exemption for properties that are being used as a bona fide agricultural activity within agricultural zoning.

The remaining items on the agenda were not discussed and will be brought back at another scheduled workshop for discussion.

- **C.6.** Section 26-106. Keeping and storing discarded property prohibited; exceptions.
- C.7. Section 26-199. Maximum permissible sound levels.
- C.8. Section 26-200. Specific Prohibitions.
- C.9. Section 62-37. Manner of

parking.

- **C.10.** Section 62-41. Parking on private parking lots.
- C.11. Section 62-44. Overnight parking.
- **C.12.** Section 70-1. Removal of certain plants, weeds, trash and litter; duty of owner; service of notice.
- D. Call for Adjournment:

Motion: Adjourn.

**Motion by:** Vice Mayor Rogers **Seconded by:** Commissioner Baxley **Vote:** Motion carried unanimously.

Catherine D. Robinson, Mayor	Sandra Bolser, CMC, City Clerk
Date	Date



# **ATTACHMENTS:**

Description
2017 04 10 City Commission Meeting Minutes

Type

Cover Memo

CATHERINE D. ROBINSON MAYOR

JOHN ROGERS VICE-MAYOR

DAN DAVIS CITY MANAGER



Crossroads of Flagler County
BUNNELL CITY COMMISSION
MEETING MINUTES
Monday, April 10, 2017
7:00 PM
201 West Moody Boulevard,
Building 3 Bunnell, FL 32110

ELBERT TUCKER

**BILL BAXLEY** 

**COMMISSIONERS:** 

JOHN SOWELL

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

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

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

- **B.** Consent Agenda:
  - **B.1**. Approval of Warrant a. 2017 04 10 Warrant
  - **B.2.** Approval of Minutes a. 2017 03 27 City Commission Minutes
  - **B.3.** Request Authorization to Surplus Retired Computer Equipment
  - **B.4.** Authorization for the Aerial Spraying of Mosquito Control Product over the City Limits
  - **B.5.** Request to piggyback the National Joint Powers Alliance (NJPA) joint purchasing contract 062916-GPC for Bunnell Auto (NAPA) purchases
  - **B.6.** Request to submit the St. Johns River Water Management District (SJRWMD) FY2018 Districtwide Cost Share Grant Application (DWCS Grant)

**Motion:** Approve Consent Agenda.

Motion by: Vice Mayor Rogers Seconded by: Commissioner Baxley

**Public Comments:** None **Board Discussion:** None

**Vote:** Motion carried unanimously.

- **C.** Introductions, Commendations, Proclamations, and Presentations:
  - **C.1.** Presentation of Plaque of Appreciation to Commissioner Bonita Robinson: Mayor Robinson presented a plague to Commissioner Robinson and stated Commissioner Robinson did an excellent job in her role as City Commissioner, her contributions were appreciated by all and she will be missed.
  - **C.2**. Oath of Office Ceremony: Judge Dennis Craig sworn John Rogers and John Sowell into office as the newly elected City Commissioners.
  - **C.3.** There will be a short recess with refreshments, after which, the meeting will reconvene: Mayor Called the meeting back to order and John Sowell took his seat on the Board.
  - **C-4.** Election of Vice Mayor: Commissioner Baxley nominated Commissioner Tucker as Vice Mayor. Commissioner Tucker advised he respectfully declined.

Motion: Nominate Commissioner Rogers as Vice Mayor

Motion by: Commissioner Baxley Seconded by: Commissioner Tucker Vote: Motion carried unanimously.

**C.5.** Approval of Rules & Procedures and Confirmation of Commission appointments for Committees and Boards:

**Motion:** Add the City of Bunnell will ascribe to the Roberts Rules of Orders for all government meetings. The following procedures will assist in implementing the Roberts Rules of Order for conducting all meetings including the City Commission and the appointed Boards and Committees.

Motion by: Commissioner Tucker Seconded by: Commissioner Sowell Vote: Motion carried unanimously.

# Committee and Board Appointments:

North East Florida Regional Planning Committee: Mayor Robinson

Florida League of Mayors: Mayor Robinson

George Washington Carver Governance Board: Commissioner Sowell

School Concurrence: Commissioner Baxley Family Life Board: Commissioner Baxley

Transportation Planning Organization: Vice Mayor Rogers

CRA Board: All Commissioners are members

**C.6.** Proclamation: Sexual Assault Awareness Month: Mayor Robinson read the proclamation. Nicole Johnson, Family Life Center was present to accept the proclamation.

**C-7.** Proclamation: National Public Safety Telecommunications Week: Ms. Genice Caccavale, Commander Robert Webber and Commander Mark Strobridge were present to receive the proclamation.

# **D.** Public Comments:

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

Daisy Henry advised there is a young man riding a 4-wheeler doing donuts and tearing up the roads. She also advised she believes additional stop signs would deter the speeding better than installing speed bumps.

Nate McLaughlin congratulated Vice Mayor Rogers and Commissioner Sowell and welcomed Commissioner Sowell to public service.

# **E.** Ordinances: (Legislative):

**E.1.** Ordinance 2017-04: Request to Voluntarily Contract (De-Annex) Approximately 9.024 Acres of Property. – Second Reading: City Attorney Vose read the short title into the record. Acting Community Director Kristen Bates reviewed the Ordinance.

**Motion:** Adopt Ordinance 2017-04: Request to Voluntarily Contract (De-Annex)

Approximately 9.024 Acres of Property–Second Reading.

**Motion by:** Commissioner Tucker **Seconded by:** Commissioner Baxley

**Public Comments:** Flagler County Chairman Nate McLaughlin had questions about the taxes for the property being contracted.

**Board Discussion:** Commissioner Sowell questioned the provision for apportionment of any existing debt. Attorney Vose advised this would not be applicable here.

Commissioner Sowell asked if the City incurs any administrative expenses in processing a contraction and if the property owner is responsible for those fees: Ms. Bates advised the property owner will be invoiced for the advertisement of the Ordinance and the administrative fees. Commissioner Sowell asked if the property tax for October 1st through the de-annexation would be apportioned. Finance Director Gurnee advised the property owner has paid their 2016 taxes and unless the owner's appeal to the Property Appraiser the City will receive the 2017 taxes as well.

Vote: Motion carried unanimously.

**E.2.** Ordinance 2017-09: Amending Chapters 166 and 163 Sections 66-161 and 66-237 Code of Ordinances Low Pressure Sewer System (LPSS) and Pretreatment Effluent Pumping (PEP) Regulations - Second Reading: City Attorney Vose read the short title into the record. City Manager Davis stated this is the Ordinance requested by the Board regarding maintaining the PEP systems in the same manner as the City of Palm Coast.

**Motion:** Adopt Ordinance 2017-09: Amending Chapters 166 and 163 Sections 66-161 and 66-237 Code of Ordinances Low Pressure Sewer System (LPSS) and Pretreatment Effluent Pumping (PEP) Regulations - Second Reading.

**Motion by:** Commissioner Baxley **Seconded by:** Commissioner Sowell

**Public Comments:** None **Board Discussion:** None

**Vote:** Motion carried 3-2. **Summary Vote:** No: Mayor Robinson and Vice Mayor Rogers. **Yes:** Commissioner Tucker, Commissioner Baxley and Commissioner Sowell.

- **F.** Resolutions: (Legislative): None
- **G.** Old Business:
  - **G.1.** Approval to cap next year's health insurance renewal at no more than 15%: City Attorney Vose explained this item was tabled at the last meeting and he had contacted Florida Health Care to clarify the intention of the letter. The intention is if the insurance renewal comes in at or under 15%, the City is obligated to renew for another year.

**Motion:** Approve to cap next year's health insurance renewal at no more than 15% and maintain the same terms and plans.

**Motion by:** Vice Mayor Rogers **Seconded by:** Commissioner Tucker

**Public Comments**: None

**Board Discussion:** Vice Mayor Rogers stated this is a good deal and the insurance rates will be significantly more than 15% increase. Commissioner Sowell stated that according to the State of Florida website the prediction is 19% increase for health care. He also stated he would like to see Florida Health Care stipulate they will maintain the same terms and plans. City Manager Davis advised in his experience with Florida Health Care the same terms will stay in effect. However, if we are priced out of the current plans we can choose another plan within Florida Health Care.

**Vote:** Motion carried 4-0. Mayor Robinson recused herself due to a conflict of interest as she works for Florida Health Care.

#### H. New Business:

**H-1.** Request to waive the fire re-inspection fees for 2323 N. State St. #50: Acting Community Development Director Kristen Bates explained the request from Maria Regeci, owner of Atlas Associates Inc. The City Fire Inspector completes annual fire

inspections of all local business to ensure compliance with all applicable provisions of local, state and federal codes. Ms. Regeci stated that there is very little traffic in her office and she is the only one that goes into the warehouse. The inspections failed because an exit sign had a faulty wire. There was never any risk to anyone and she believes the fees are excessive. Ms. Regeci made a second request to have the fees waived after she heard the City's explanation that the inspections are set by law.

Motion: Deny the request to waive the fire re-inspection fees for 2323 N. State Street.

**Motion by:** Vice Mayor

**Seconded by:** Commissioner Baxley

**Public Comments:** None

**Board Discussion:** Commissioner Tucker stated this is to ensure there is no danger of

fire and there is no recourse until the inspector says the business is safe.

Vote: Motion carried unanimously.

**H.2.** Request to award RFQ 2017-03 Engineering Design Services Reclaim Water Extension Project. Finance Director Stella Gurnee advised the City Commission approved the grant back in March. This is the next step in the project. The City advertised the RFQ and after reviewing and ranking the submittals, staff is requesting to authorize the Finance Director to negotiate the contract with the highest ranked firm and if an agreement cannot be reached, to move on with negotiations with the next highest ranking firm.

**Motion:** Authorize the Finance Director to negotiate with the consultants.

**Motion by:** Commissioner Tucker **Seconded by:** Commissioner Baxley

**Public Comments:** None **Board Discussion:** None

**Vote:** Motion carried unanimously.

# **I.** Reports:

- City Clerk: Nothing to report
- City Attorney: Updated the Commission on items moving through the legislation which will impact municipal governments in a negative way. Such as taking away Home Rule. wireless antennas, vacation rentals, regulations on businesses, Uber and Lift, municipal elections, medical marijuana and public records.
- City Manager: Updated the Commission on the Water Treatment Plant. There have been issues with the roof, so the City hasn't closed out the grant yet. We have gotten the attention of president of the general contractor and he has assured us he will make it right. In addition, he and the Mayor had a very productive meeting with Senator Hutson and Representative Renner in Tallahassee regarding funding for the Commerce Parkway

Project. He also received word that the FDOT accepted the design plan and it looks like the project is shovel ready.

Staff is setting up a strategic planning/ goal setting session and Attorney Vose will do the Ethics training on the same day. We have narrowed it down to May 24th.

- Mayor and City Commissioners:
  - Mayor Robinson: Reiterated what the City Manager said about the trip to Tallahassee. They talked about where the library is going to be. It was a good meeting. She extended congratulations and welcome to Commissioner Sowell
  - Vice Mayor John Rogers: Announced plans for the National Day of Prayer. Welcomed Commissioner Sowell.
  - Commissioner Elbert Tucker: Thanked Bonita Robinson and welcomed Commissioner Sowell.
  - Commissioner Baxley: Expressed the same sentiments as Commissioner Tucker.
  - Commissioner John Sowell: Thanked Bonita Robinson, and stated she is a person of quality. The City is better off for her having been here. He also thanked the people who came out to support him at his swearing in.

# **J**. Call for Adjournment:

o. Can for fragouismient.	
Motion: Adjourn the Meeting at 8:33 PM.  Motion by: Vice Mayor Rogers	
Seconded by: Commissioner Baxley	
Vote: Motion carried unanimously.	
Catherine D. Robinson, Mayor	Sandra Bolser, CMC, City Clerk
Date	Date



# **ATTACHMENTS:**

Description
2017 04 10 City Commission Workshop Minutes

Type

Cover Memo



# BUNNELL CITY COMMISSION WORKSHOP MINUTES

CODE AMENDMENTS Monday, April 10, 2017 6:00 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 6:00 pm.
- **B.** Roll Call: Mayor Catherine Robinson, Vice Mayor John Rogers, Commissioner Elbert Tucker, Commission Bill Baxley, Commissioner Bonita Robinson, City Attorney Wade Vose, City Manager Dan Davis, Acting Community Development Director Kristen Bates and City Clerk Sandra Bolser.

#### C. Presentation:

City Manager Dan Davis advised the purpose of the meeting and turned it over to Acting Community Development Director Kristen Bates. Ms. Bates reviewed each item and the recommendations are as follows each section:

- **C.1.** Section 26-106. Keeping and storing discarded property prohibited; exceptions: The City Attorney will assist staff to find the most efficient way to address the exemptions and stay within the single subject rule.
- **C.2.** Section 26-199. Maximum permissible sound levels: Per the City's code it must use a decibel meter. This would not be a Code Enforcement issue. The recommendation was to postpone this section and have the Police Chief make a recommendation.
- **C.3.** Section 26-200. Specific Prohibitions: No revision recommended.
- **C.4.** Section 62-37. Manner of parking: No revision recommended.
- **C.5.** Section 62-41. Parking on private parking lots: The recommendation is to add a non-exclusive list of examples to assist with enforcement.
- **C.6.** Section 62-44. Overnight parking: No revision recommended.

	The recommendation is to redefine the language to specify weeds. There will be no enforcement of natural occurring vegetation on bona fide agricultural use properties.			
D.	Call for Adjournment: Motion: Adjourn the meeting at 6:48 PM. Motion by: Commissioner Robinson Seconded by: Commissioner Baxley Vote: Motion carried unanimously.			
	Catherine D. Robinson, Mayor	Sandra Bolser, CMC, City Clerk		
	Date	Date		

C.7. Section 70-1. Removal of certain plants, weeds, trash and litter; duty of owner; service of notice:



# City of Bunnell, Florida

# Agenda Item No. C.3.

Document Date: 2/28/2017 Amount: \$2900.00

Department: Engineering Account #:

Request to approve the contract with Fred Fox Enterprises for administration of a

Subject: Florida Recreational Development Assistance Program (FRDAP) grant for the

Heritage Trail Pocket Park

Agenda Section: Consent Agenda:

#### ATTACHMENTS:

Description Type
Proposed Contract Contract

# **Summary/Highlights:**

This is a request to approve the contract with Fred Fox Enterprises for administration of a grant funded by Flordia Recreational Development Assistance Program (FRDAP) for the Heritage Trail Pocket Park.

# **Background:**

The City was awarded a FRDAP grant for the construction of the Heritage Trail Pocket Park. The total award amount was \$29,00.00. A portion of this award includes these grant administration fees to be paid to Fred Fox Enterprises.

#### **Staff Recommendation:**

Approval of the contract with Fred Fox Enterprises for administration of the FRDAP grant for Heritage Trail Pocket Park.

#### **City Attorney Review:**

# Finance Department Review/Recommendation:

# FRDAP GENERAL ADMINISTRATION CONTRACT

This FRDAP General Administration Contract entered into as of this	_
day of, 2017, by and between Fred Fox Enterprises, Inc.,	
nereinafter referred to as the Grantsman, and the City of Bunnell, hereinafter	
referred to as the Local Government.	

# WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded FRDAP grant number A17095 for the Heritage Trail Pocket Park Phase I Project, hereinafter referred to as the "Project", and

**WHEREAS**, the Grantsman is now available, willing and qualified to perform professional services in connection with the Project, to-wit;

**NOW THEREFORE**, the participant's hereto agree as follows:

#### **ARTICLE I**

# SCOPE OF SERVICES OF THE GRANTSMAN

The Grantsman's responsibilities in regard to the subsection "Scope of Services of the Grantsman" shall be: to compile information from the local government as it relates to the specific grant described herein, and to develop from the compiled information any necessary documentation to carry out the administration of this grant.

WHEREAS, the Local Government is desirous that the Grantsman perform such services regarding the Project the Local Government does now engage the Grantsman to perform such services noted above on the Project and the Grantsman agrees to perform such services to-wit;

To serve the Local Government as its professional representative and coordinate various phases of the Project to which this grant contract applies, and

To advise the Local Government of the Procurement and record keeping involving the grant, and

To prepare all Request for Reimbursements involving the grant, and

To meet with Local Government staff and volunteers to insure the grant operates in a smooth and efficient manner, and

To prepare all required reports and close out documents.

# RESPONSIBILITY OF THE LOCAL GOVERNMENT

The Local Government's responsibility in regard to the subsection "Responsibility of the Local Government" shall be:

- To encourage the personnel of the Local Government to cooperate and assist the Grantsman in the compiling of data associated with the project.
- To provide the items needed to complete the "Commencement Package".
- 3. To solicit for and contract with vendors to provide and/or install the equipment and materials needed to carry out the activities included in the work plan included in the DEP contract for the project.
- **4.** To oversee the installation of the equipment and materials included in the DEP contract for the project.
- 5. To provide all information needed by the Grantsman to prepare the necessary reports and request for reimbursements by the Local Government required to carry out the project.

# **ARTICLE 3**

# **RESPONSIBILTY OF THE GRANTSMAN**

The Grantsman's responsibility in regard to the subsection "Responsibility of the Grantsman" shall be:

- To prepare the "Commencement Package" for review and execution by the Local Government and submission to DEP.
- 2. To prepare all "Project Status Reports" required by DEP to carry out the grant.
- To prepare "Requests for Reimbursement" for review by the Local Government and submission to DEP.
- 4. To prepare any contract amendment requests desired by the Local Government for submission to DEP.

- To work with the Local Government to insure all procurements of goods and services required to carry out the project are carried out in compliance with the Local Governments Purchasing or Procurement Policy.
- Prepare the "Closeout Package" required by DEP to complete the project.

# PERIOD OF PERFORMANCE

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon approval of the final closing documents submitted for the FRDAP project, as noted herein, by the Florida Department of Environmental Protection, Division of Recreation and Parks.

# **ARTICLE 5**

# **COMPENSATION**

The Local Government agrees to pay the Grantsman in the following manner not to exceed Two Thousand Nine Hundred and No/100 Cents (\$2,900.00), structured as follows:

	Accomplishments	Amount	
1.	The submission of all Pre-reimbursement/ Commencement Documents to the State and the acceptance of these documents by DEP	\$	725.00
2.	The commencement of construction on the project	\$	725.00
3.	The completion of construction	\$	725.00
4.	The acceptance of the closeout by DEP	\$	725.00

#### **ARTICLE 6**

# LOCAL GOVERNMENT CONTACT PERSON

The contact person who will represent the Local Government in all matters pertaining to the project shall be Dan Davis, City Manager, or his designee.

# **CONFLICT OF INTEREST**

The Local Government having been so advised by the Grantsman does hereby recognize that the Grantsman has provided similar services in the past to other Local Governments and Business Entities and may be so engaged in a similar project at this time or in the future and the parties agree that these projects by the Grantsman do not constitute a conflict of interest with the project.

# **ARTICLE 8**

# **ACCESS TO AND RETENTION OF RECORDS**

The Grantsman understands all records made or received by the Grantsman in carrying out the project referenced herein are public records. The Grantsman shall allow public access to all documents, papers, letters and other material made or received by the Grantsman in carrying out this grant and subject to disclosure under Chapter 119 Florida Statutes and Section 24(a) Article 1, Florida Constitution. The Grantsman shall retain all books, records and documents directly pertinent to carrying out this grant project for a minimum of five (5) years following DEP's closeout of the grant project.

# **ARTICLE 9**

# **SOCIAL SECURITY**

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Grantsman of the Grantsman during the period of this contract.

#### **ARTICLE 10**

#### **CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

# **GRANTSMAN'S NOTICE REGARDING ENGINEER OR ARCHITECT**

It is understood between the Local Government and the Grantsman that the Grantsman will not be responsible for any Federal, State or Local requirements that must be completed and submitted by the engineer and/or architect with relationship to the project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals:	
LOCAL GOVERNMENT:	GRANTSMAN:
Catherine B. Robinson, Mayor ATTESTED BY:	Fred D. Fox, Administrator Fred Fox Enterprises, Inc.
Sandi Bolser, City Clerk	Melissa N. Fox, Project Manager Fred Fox Enterprises, Inc.



# City of Bunnell, Florida

# Agenda Item No. C.4.

Document Date: 2/28/2017 Amount: \$4500.00

Department: Engineering Account #:

Request to approve the contract with Fred Fox Enterprises for administration of a

Subject: Florida Recreational Development Assistance Program (FRDAP) grant for the Booe

Street Park, Phase I

Agenda Section: Consent Agenda:

#### ATTACHMENTS:

Description

Contract Cover Memo

# **Summary/Highlights:**

This is a request to approve the contract with Fred Fox Enterprises for Grant Administration of the grant by Florida Recreational Development Assistance Program (FRDAP) Booe Street, Phase I.

# **Background:**

The City was awarded a FRDAP grant for the construction of the Booe Street Park. The total award amount was \$50,00.00. A portion of this award includes these grant administration fees to be paid to Fred Fox Enterprises.

#### **Staff Recommendation:**

Approval of the contract with Fred Fox Enterprises for administration of a FRDAP grant for the Booe Street, Phase I.

# **City Attorney Review:**

# Finance Department Review/Recommendation:

# FRDAP GENERAL ADMINISTRATION CONTRACT

This FRDAP General Administration Contract entered into as of this	
day of, 2017, by and between Fred Fox Enterprises, Inc.,	
hereinafter referred to as the Grantsman, and the City of Bunnell, hereinafter	
referred to as the Local Government.	

# WITNESSETH THIS RECITAL:

WHEREAS, the Local Government has been awarded FRDAP grant number A17069 for the City of Bunnell Booe Street Park, Phase I Project, hereinafter referred to as the "Project", and

**WHEREAS**, the Grantsman is now available, willing and qualified to perform professional services in connection with the Project, to-wit;

**NOW THEREFORE**, the participant's hereto agree as follows:

#### **ARTICLE I**

# SCOPE OF SERVICES OF THE GRANTSMAN

The Grantsman's responsibilities in regard to the subsection "Scope of Services of the Grantsman" shall be: to compile information from the local government as it relates to the specific grant described herein, and to develop from the compiled information any necessary documentation to carry out the administration of this grant.

WHEREAS, the Local Government is desirous that the Grantsman perform such services regarding the Project the Local Government does now engage the Grantsman to perform such services noted above on the Project and the Grantsman agrees to perform such services to-wit;

To serve the Local Government as its professional representative and coordinate various phases of the Project to which this grant contract applies, and

To advise the Local Government of the Procurement and record keeping involving the grant, and

To prepare all Request for Reimbursements involving the grant, and

To meet with Local Government staff and volunteers to insure the grant operates in a smooth and efficient manner, and

To prepare all required reports and close out documents.

# RESPONSIBILITY OF THE LOCAL GOVERNMENT

The Local Government's responsibility in regard to the subsection "Responsibility of the Local Government" shall be:

- To encourage the personnel of the Local Government to cooperate and assist the Grantsman in the compiling of data associated with the project.
- To provide the items needed to complete the "Commencement Package".
- 3. To solicit for and contract with vendors to provide and/or install the equipment and materials needed to carry out the activities included in the work plan included in the DEP contract for the project.
- **4.** To oversee the installation of the equipment and materials included in the DEP contract for the project.
- 5. To provide all information needed by the Grantsman to prepare the necessary reports and request for reimbursements by the Local Government required to carry out the project.

# **ARTICLE 3**

# **RESPONSIBILTY OF THE GRANTSMAN**

The Grantsman's responsibility in regard to the subsection "Responsibility of the Grantsman" shall be:

- To prepare the "Commencement Package" for review and execution by the Local Government and submission to DEP.
- 2. To prepare all "Project Status Reports" required by DEP to carry out the grant.
- To prepare "Requests for Reimbursement" for review by the Local Government and submission to DEP.
- 4. To prepare any contract amendment requests desired by the Local Government for submission to DEP.

- To work with the Local Government to insure all procurements of goods and services required to carry out the project are carried out in compliance with the Local Governments Purchasing or Procurement Policy.
- Prepare the "Closeout Package" required by DEP to complete the project.

# PERIOD OF PERFORMANCE

The period of performance under this Project shall begin upon the signing of this contract and shall be completed upon approval of the final closing documents submitted for the FRDAP project, as noted herein, by the Florida Department of Environmental Protection, Division of Recreation and Parks.

# **ARTICLE 5**

# **COMPENSATION**

The Local Government agrees to pay the Grantsman in the following manner not to exceed Four Thousand Five Hundred and No/100 Cents (\$4,500.00), structured as follows:

	Accomplishments	Amount
1.	The submission of all Pre-reimbursement/ Commencement Documents to the State and the acceptance of these documents by DEP	\$ 1,125.00
2.	The commencement of construction on the project	\$ 1,125.00
3.	The completion of construction	\$ 1,125.00
4.	The acceptance of the closeout by DEP	\$ 1,125.00

#### **ARTICLE 6**

# LOCAL GOVERNMENT CONTACT PERSON

The contact person who will represent the Local Government in all matters pertaining to the project shall be Larry Williams, City Manager, or his designee.

# **CONFLICT OF INTEREST**

The Local Government having been so advised by the Grantsman does hereby recognize that the Grantsman has provided similar services in the past to other Local Governments and Business Entities and may be so engaged in a similar project at this time or in the future and the parties agree that these projects by the Grantsman do not constitute a conflict of interest with the project.

# **ARTICLE 8**

# **ACCESS TO AND RETENTION OF RECORDS**

The Grantsman understands all records made or received by the Grantsman in carrying out the project referenced herein are public records. The Grantsman shall allow public access to all documents, papers, letters and other material made or received by the Grantsman in carrying out this grant and subject to disclosure under Chapter 119 Florida Statutes and Section 24(a) Article 1, Florida Constitution. The Grantsman shall retain all books, records and documents directly pertinent to carrying out this grant project for a minimum of five (5) years following DEP's closeout of the grant project.

# **ARTICLE 9**

# **SOCIAL SECURITY**

The Local Government is not liable for Social Security contributions pursuant to Section 481, 42 U.S. Code, relative to the compensation of the Grantsman of the Grantsman during the period of this contract.

#### **ARTICLE 10**

#### **CONTRACT AMENDMENT**

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes shall be incorporated as written amendments to this contract.

# **GRANTSMAN'S NOTICE REGARDING ENGINEER OR ARCHITECT**

It is understood between the Local Government and the Grantsman that the Grantsman will not be responsible for any Federal, State or Local requirements that must be completed and submitted by the engineer and/or architect with relationship to the project.

IN WITNESS WHEREOF, the parties have hereunto set their hands and

seals:	
LOCAL GOVERNMENT:	GRANTSMAN:
Catherine B. Robinson, Mayor ATTESTED BY:	Fred D. Fox, Administrator Fred Fox Enterprises, Inc.
Sandi Bolser, City Clerk	Melissa N. Fox, Project Manager Fred Fox Enterprises, Inc.



# City of Bunnell, Florida

# Agenda Item No. C.5.

Document Date: 4/11/2017 Amount: \$12,908.23

Department: Finance Account #: 001-0522-522-6400

Subject: Request to Purchase a Brush Truck Skid Unit from Ten-8

Agenda Section: Consent Agenda:

# **ATTACHMENTS:**

Description Type
T-8 Quote Exhibit
Grant Award Exhibit
Commission 2017 01 09 Ten-8 piggyback Exhibit

# **Summary/Highlights:**

Request to issue a purchase order to Ten-8 for purchase of a skid unit for the brush truck.

# **Background:**

In February the Florida Forest Service approved a grant award of \$10,000 for purchase of skid unit and associated parts. This grant requires a 50% match from the City.

On 1/9/2017 the Commission approved piggy-back of a bid with Ten-8 to Lake County.

#### **Staff Recommendation:**

Authorize purchase of skid unit and associated parts from Ten-8 utilizing the Lake County Contract.

#### **City Attorney Review:**

# **Finance Department Review/Recommendation:**

Their is sufficient budget for this request. \$6,454.11 will be funded from grant award and \$6,454.12 from the Fire Department's budget.

# FIRE EQUIPMENT TEN-8 IN SERVICE TO SERVE YOU

2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203

141 MARITIME DRIVE SANFORD, FL 32771

IN FLA: 1-800-228-8368

PHONE: 941-756-7779 941-756-2598 PHONE: 407-328-5081

FAX:

FAX: 407-328-5083

or visit us at: www.ten8fire.com

**SALES QUOTE** 

Sales Quote Number: Q162367 Sales Quote Date: 04/06/17

Page: 1

Sell

BUNNELL FIRE DEPT.

To:

P.O. BOX 756

BUNNELL, FL 32110

Ship

BUNNELL FIRE DEPT.

To: P.O. BOX 756

BUNNELL, FL 32110

Ship Via:

Payment terms: NET 30 DAYS

Ten-8 Contact

Customer ID: BUNNEL

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	CET SKID UNIT PER ATTACHED PRINT WITH A 400 GAL. POLY TANK, 18 HP VANGUARD ENGINE, 3-GAL. FUEL TANK, ELETRIC PRIMER, 1.5" TANK FILL, 2-1.5" DISCHARGES, ELECTRIC REWIND HOSE REEL INCLUDING 1-100' AND 2-50' SECTION OF REELITE 1" HOSE AND A 1" TFT BUBBLE CUP NOZZLE. PLEASE NOTE THE 200' REEL SHALL BE SHIPPED LOOSE SO THE CUSTOMER CAN LOCATE IT IN FRONT OF THE TANK FOR EASE OF ACCESS.	EACH	1	12,218.23	12,218.23

Transferred to page 2.....

\*\*\*\*\*\*\*\*\*\*

12,218.23

# TEN-8 FIRE EQUIPMENT INC. IN SERVICE TO SERVE YOU

2904 59TH AVENUE DRIVE EAST BRADENTON, FL 34203

141 MARITIME DRIVE SANFORD, FL 32771

IN FLA: PHONE:

FAX:

IN FLA: 1-800-228-8368

941-756-7779 941-756-2598 PHONE: 407-328-5081

FAX: 407-328-5083

or visit us at: www.ten8fire.com

**SALES QUOTE** 

Sales Quote Number: Q162367 Sales Quote Date: 04/06/17

Page: 2

Sell

**BUNNELL FIRE DEPT.** 

To: P.O. BOX 756

BUNNELL, FL 32110

Ship To: BUNNELL FIRE DEPT.

: P.O. BOX 756

BUNNELL, FL 32110

Ship Via:

Payment terms: NET 30 DAYS

Ten-8 Contact

Customer ID: BUNNEL

Item No.	No. Description		Quantity Unit Price		Total Price
	Transferred from page 1				12,218.23
FREIGHT	FREIGHT CHARGES	EACH	1	690.00	690.00

LAKE

PRICED PER LAKE CO. CONTRACT

LAKE2

#12-0806O EXPIRES 06/30/2017

Amount Subject to Sales Tax

Tax fr 0.00

Amount Exempt from Sales Tax 12,908.23 Subtotal: Invoice Discount: Sales Tax: 12,908.23 0.00 0.00

Total: 12,908.23

Quote submitted by:
This Quote is valid until 05/06/17

# FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

# FLORIDA FOREST SERVICE

FOREST PROTECTION BUREAU



# **FAX COVER PAGE**

PAGE 1 OF A 2 PAGE TRANSMISSION

TO: Volunteer Fire Assistance Grant Recipient

FROM:

Matt Weinell, Fire Resource Manager

PHONE: 850/681-5931

Fax: 850/681-5901

Attached you will find a list of approved items for purchase through the VFA Grant Program. The "AMOUNT APPROVED" column lists the amount that was approved to spend, the column marked "FED COST SHARE (50%)" is the total possible amount to be reimbursed.

The recipient can spend up to the approved amount, but will only get reimbursed for half of that amount.

Please remember to provide the complete Proof-of-Purchase package (ex. copy of check, invoice with zero balance) for approved items to be reimbursed. Invoices must be stamped paid and indicate a check number.

Send Proof-of-Purchase package with Certificate of Expenditure to our office for reimbursement:

VFA Grants Room 159 Florida Forest Service 3125 Conner Blvd. Tallahassee, FL 32399-1650

The Certificate of Expenditure must be signed and notarized and returned with the Proof-of-Purchase package. Copies of the Certificate of Expenditure can be found on our website at: <a href="http://www.fl-dof.com/wildfire/vfd\_grants.html">http://www.fl-dof.com/wildfire/vfd\_grants.html</a>. Please remember that the sooner the proof-of-purchase package is returned, the sooner we can reimburse the 50% match.

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**Volunteer Fire Department** 

FIRE DEPT. TOTAL

\$20,000

\$10,000.00

\$20,000

AMOUNT APPROVED FED COST SHARE (50%) \$10,000.00

NUMBER DESCRIPTION

Skid & Poly Tank, Pump, Control Panel, Hosecreel, Valves, Small Equipment, Person

2016 APPROVED FEDERAL COST SHARE

Thursday, February 02, 2017

Page 16 of 46



# Florida Department of Agriculture and Consumer Services Florida Forest Service

# VOLUNTEER FIRE ASSISTANCE GRANT APPLICATION

LEGAL NAME			FORM OF ORGANIZATION: (Municipal, Fire District, Non-Profit, County)				
Bunnell Volunteer Fire Department			Manierpal				
P.O. Box 756 CITY BRUNEIL			IF COUNTY, LIST VFD'S BENEFITING FROM GRANT:				
STATE		ZIP 32110		4			
COUNTY		COUNTY#	***************************************	4			
Flagler EMPLOVER IDENTIFICATION NUMBER (EIN)			4				
	ATION NOWBER	(2.114)					
59	<u> </u>	00285					
		INCORPORATED TOWN	?	WHAT IS THE FIRE DEPARTMENT	ISO RATING? 5/8B		
YES NO [] IF	YES, NAME OF TO	DWN: Bunnell		IS FIRE DEPARTMENT NIMS COMPLIANT? YES X NO □			
POPULATION OF TOW	N: 2500 F	·		CURRENT COOPERATIVE AGREEMENT WITH FFS? YES X NO			
PROTECTED AREA: E	ST. POPULATION	1. 3000 SIZE: (SQ. I	MILES) 130	<b>'</b> ]			
		,0	,		AID FIRE DEPARTMENT: 3 m ils		
***************************************				NAME OF FIRE DEPARTMENT: Flagler County Fire			
NUMBER OF FIREFIGHTERS: PAID: 0 VOLUNTEERS: 20				HAS APPLICANT RECEIVED GRANT FUNDS FROMANY SOURCE IN			
NO. OF INCIDENTS PA	ST YEAR: WILDL	AND FIRE: 41 OT	HER: 343	IF YES, WHERE? Florida Forest Service			
NO. OF FIREFIGHTERS	S CERTIFIED AS:	••	getenine				
WILDLAND FIREFIGH	ITER I ] [	WILDLAND FIREFIGH	TER II   16	AMOUNT: \$ 5000			
				LIST TOTAL FUNDS RECEIVED FROM OTHER TAXING AUTHORITIES SUCH AS CITY, COUNTY, TAXING DISTRICTS (Past 12 Months)			
				AMOUNT: \$ 110,000 ± C	iky		
LIST OF FIREFIGHTING	S VEHICLES:	<u> </u>		A STATE OF THE STA			
TYPE		MAKE/YR.MO	ODEL	PUMP CAPACITY (GPM)	WATER CAPACITY (GAL.)		
		2008 Interne	·	1250	2000		
Pierce Pump	ei^	1998 Freight		1250	750		
Woods Truck 1988				150	1500		
Woods Trad	<u>                                     </u>	1970 Military	<i>68.6</i>	300	1.500		
ESTIMATED GRANT FU	JNDING REQUES	Γ:	LIST OF E	UIPMENT OR SUPPLIES TO PURCHASE WITH GRANT FUNDS:			
FEDERAL	\$	*	NUMBER	DESCRIPTION	AMOUNT		
APPLICANT	\$ 12	,000		Skid & poly ten			
COUNTY	\$			Pump	5,000		
TOTAL \$		Control panel hoseral values 4,000					
(Federal not more than 50% of total. Applicant at least 50% of total in matching funds.)			Small Engiperit Z,000				
total in matoring rands	-/			Personal Protective	Equipment 8,000		
We understand that this	s is a 50 percent i	maximum cost-share pro	gram (Cooperati	ive Forestry Assistance Act of 1978, I	PL 95-313), and that funds on		
BELIEF, ALL DATA IN	nt of the actual pu THIS APPLICATI	rcnase price of the items ION ARE TRUE AND CC	RRECT. THE	e committed to our project. TO THE GOVERNING BODY OF THE APPLIC	CANT HAS DULY AUTHORIZED		
THIS DOCUMENT.							
Type Name of Authorized Representative Title			Telephone Number: (386) 931-087/				
Derela Fraser time			Chref	FAX: (396) 437-7503			
		1			Email:		
Signature of Authorized		Date Signed a	nd Submitted	Email:			
Signature of Authorized	Representative	Date Signed a			nellacky, US		



# City of Bunnell, Florida

# Agenda Item No. C.4.

Document Date: 12/5/2016 Amount: \$14,800

Department: Fire Account #: 001-0522-522-5220

Subject: Request for Blanket Purchase Order to Ten-8 Fire.

Agenda Section: Consent Agenda:

# **ATTACHMENTS:**

DescriptionTypeLetter from Ten-8ContractRenewed ContractContractLake County ContractContract

# **Summary/Highlights:**

The Fire Department is requesting a blanket purchase order for Ten-8 Fire.

#### **Background:**

Ten-8 Fire is the local rep for Pierce who is the manufacturer of both our engines as well as the dealer for numerous other manufacturers that we purchase from. The pricing is piggybacked off the Lake County contract that is attached. These items include but are not limited to the following:

- Ø 4600 Services MSA repair and annual flow testing \$1,500
- Ø 4620 Vehicles Repairs and parts for engines \$2,000
- Ø 5220 Uniforms Structure and wildland personal protective equipment \$7,800
- Ø 5264 Small Equipment Hose and other small equipment \$3,500

#### **Staff Recommendation:**

Approve the blanket purchase for Ten-8 Fire in an amount not to exceed \$14,800

#### **City Attorney Review:**

Reviewed and approved.

# **Finance Department Review/Recommendation:**

Department Has sufficient budget for this request. It should be noted that this contract expires in June 2017.



2904 59TH AVENUE DRIVE EAST BRADENTON, FLORIDA 34203 (941) 756-7779 1-800-228-8368 TOLL FREE FAX # 1-941-756-2598

December 6, 2016

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

RE: Piggy-Back Contract for Lake County Contract

Dear Mayor Robinson,

Sincerely

Ten-8 Fire Equipment, Inc. is pleased to hear that the City of Bunnell (the City) wishes to continue utilizing our services for the City's fire equipment needs. As is common practice and in compliance with Florida laws, I understand the City of requested to "piggy-back" on another municipal contract that Ten-8 Fire Equipment holds for like services.

Ten-8 is proposing to utilize our contract with Lake County, Florida. I have included a copy of the original award notice and most recent renewal notice from Lake County, along with the pricing for the contract. If you should have questions regarding the contract, you are most welcome to contact me.

If the City finds this contract to be a suitable purchasing mechanism, please sign below indicating your acceptance and return a copy to Ten-8 Fire Equipment, Inc. Ten-8 Fire Equipment, Inc. is very grateful to be able to serve the people of the City of Bunnell, and we greatly appreciate any orders that are sent to us.

Trail		
Derick R. Bouwer, Sales Representative Ten-8 Fire Equipment, Inc.	я.	
Mayor Catherine Robinson	Date	



# MODIFICATION OF CONTRACT

Modification No.: 4     Effective Date: July 1, 2016	2. Contract No.: 12-0806O Effective Date: June 12, 2012
<ol> <li>Contracting Officer: Donna Villinis         Telephone Number: (352) 343-9765     </li> <li>Issued By:         Procurement Services         Lake County Administration Building         315 W. Main St., Suite 441         Tayares, Florida 32778-7800     </li> </ol>	5. Contractor Name and Address:  Ten-8 Fire Equipment Inc. 2904 59th Avenue Drive East Bradenton FL 34203  Attn: Fritz Leader
6. SPECIAL INSTRUCTIONS: Contractor is required to sign	Block 8 showing acceptance of the below written modification in (10) days after receipt, preferably by certified mail to ensure a ed copy of this modification and attach to original of contract, and year, expiring June 30, 2017.
8. Contractor's Signature REQUIRED  Name: This Hash  Title: Two Sales Representative  Date: 2   15   16  10. Distribution:  Original: Bid File Cc: Vendor, Department	9. Lake County, Florida  By: Difference Senior Contracting Officer  2-18-2016  Date

FISCAL AND ADMINISTRATIVE SERVICES/PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343.9839 • F 352.343.9473

Board of County Commissioners • www.lakecountyfl.gov



### MODIFICATION OF CONTRACT

1.	Modification No.: 2	2. Contract No.: 12-0806O
-	Effective Date: July 1, 2014	Effective Date: June 12, 2012
3.	Contracting Officer: Donna Villinis	5. Contractor Name and Address:
9	Telephone Number: (352) 343-9765	Ten-8 Fire Equipment Inc.
4.	Issued By:	2904 59th Avenue Drive East Bradenton FL 34203
	Procurement Services Lake County Administration Building	Artn: Monte Sims
	315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Atti. Monte onno
6.	and return this form to address shown in Block 4 within ten	Block 8 showing acceptance of the below written modification (10) days after receipt, preferably by certified mail to ensure a d copy of this modification and attach to original of contract,
7.	DESCRIPTION OF MODIFICATION:	and the second s
	Contract modification to extend contract one (1) year, expirin	og June 30, 2015
	continet module and to extend contact one (1) year, espain	g J. M. e 20, 2013
8,	Contractor's Signature REQUIRED	9. Lake County, Florida
0.	1 - 1 1	9. Take County, Piorida
	Name: hut Jeads	By: Pyvillu
	Title: INSIDE SALES REPLESENTATIVE	Senior Contracting Officer
	Date: 2/21/2014	2-21-2014
		Date
10.	Distribution:	
	Original: Bid File No. 12-0806 Cc: Vendor	

FISCAL AND ADMINISTRATIVE SPRAICES PROCEREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352-343-9839 • F 352-343-9473

Bound of Commy Commissioners • www.lokecommyLgov



MODIFICATION OF CONTRACT

1. Modification No.: 1	2. Contract No.: 12-0806O
Effective Date: June 12, 2013	Effective Date: June 12, 2012
3. Contracting Officer: Barnett Schwartzman	5. Contractor Name and Address:
Telephone Number: (352) 343-9424	Ten-8 Fire Equipment, Inc. 2904 59th Ave. Drive East
4. Issued By: Procurement Services	Bradenton, Florida 34203
Lake County Administration Building 315 W. Main St., Suite 441 Tayares, Florida 32778-7800	Attn: Monte Sims, Sales Rep.
1 1 C 11 c 11 c 1 Riock 1 within ter	Block 8 showing acceptance of the below written modification in (10) days after receipt, preferably by certified mail to ensure a need copy of this modification and attach to original of contract,
7. DESCRIPTION OF MODIFICATION:	
Contract modification to extend one (1) year expiring June 3	30, 2014.
8. Contractor's Signature REQUIRED	9. Lake County, Florida
Name: Trif Jeads Title: INSIDE SALES LEPRESENTATIVE	Doma Williams
	Procurement Services Manager Chicer Section Contracting 5-2-2013
Date: MAY 2, 2013	Date
10. Distribution:	

FISCAL AND ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL. 32778 • P 552-343-9839 • F 352-343-9473
Board of County Commissioners • view. lake county R. gov

Original - Bid No. 12-0806O Copies - Contractor Contracting Officer



#### CONTRACT NO. 12-08060

### For Fire Equipment and Supplies

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the Bid of Ten-8 Fire Equipment, Inc. (hereinafter "Contractor") to supply Fire Equipment and Supplies to the County pursuant to County Proposal Number 12-0806 (hereinafter "ITB"), -closing dated March 21, 2012 and Contractor's March 19, 2012 ITB response thereto with all County ITB provisions governing.

### Special Clauses:

#### Public Records

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR's office or facility. The CONTRACTOR shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the CONTRACTOR shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the COUNTY.

## Prohibition against Contingent Fees

The CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.

This Contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

This Contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

The failure of any party hereto at any time to enforce any of the provisions of this Contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Contract.

During the term of this Contract the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the CONTRACTOR employees or applicants for employment. The CONTRACTOR understands and agrees that this Contract is conditioned upon the veracity of this statement of assurance.

A copy of the Contractor's signed Proposal is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from June 12, 2012 through June 30, 2013 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Raseann Johnson
Senior Contracting Officer

Date: June 26 2017

Original-Bid File Distribution:

> Copy-Contractor Copy-Public Safety



# INVITATION TO BID (ITB)

# FIRE EQUIPMENT AND SUPPLIES

ITB Number:	12-0806	Cont	racting Officer:	Roseann Johnson
Bid Duc Date:	March 21, 20	12 Pre-	Bid Conf. Date:	Not applicable
Bid Due Time:	3:00 pm	ггв	Issue Date:	February 16, 2012
TABLE OF CON	TENTS		13.00	
SECTION 1: Specia	al Terms and Conditi	ons		Pages 2-16
SECTION 2: Staten	nent of Work			Pages 17-18
SECTION 3: Gener	al Terms and Condit	ions		Pages19-22
SECTION 4: Pricin	g/Certifications/Sign	atures		Pages 23-91
SECTION 5: Attack	nments	940.000		Pages 92-93
SPECIFIC SOLIC	CITATION REQU	UIREMENTS ARE A	S NOTED BEL	OW:
Proposal and/or Perf	Control of the Contro	Not applicable to the		COMMONDO.
Certificate of Compe	etency/License:	Not applicable to the	nis ITB	
Indemnification/Insu	rance;	See Section 1.8		
Pre-Bid Conference/	Walk-Thru:	Not applicable to the	nis ITB	
way form the control vendors shall co information reque	act document bind implete and retuested in this ITB o	ing the parties to all pe rn the entirety of t document (See Provis	rformance speci- his ITB Docum ion 1.13). Failu	ifically identified attachments fied herein. ment, and attach all other are to sign the bid response, se for rejection of the bid.
or to submit the b	ta response by the	NO-RESPONSE RE		se tor rejection of the bid.
		nd to this solicitation a	this time, or, w	ould like to be removed from ne below and return this page
Not interested this product /		our firm on Lake Cou	nty's Vendors L	ist for future solicitations for
Please remove	our firm from Lal	ke County's Vendor's I	List for this prod	uct / service.
		VENDOR IDENTIFIC	ATION	
Company Name;	TEN-8 FTRE EQ	HIPMENT, INC.	Phone Number:	(800)228-8368
E-mail Address:	Msim572	Verron, net	Contact Person:	Typila St

# Section 1.1: Purpose

The purpose of this solicitation is to establish a term and supply contract for the purchase of equipment, supplies and services as needed for the Department of Public Safety, Fire Services Division and the Fleet Division in conjunction with the County's needs.

ITB Number: 12-0806

This is an indefinite quantity contract with no guarantee goods or services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid.

### Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and c-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Roseann Johnson, CPPB, Senior Contracting Officer Lake County BCC Office of Procurement Services 315 W. Main Street, Room 441 PO BOX 7800 Tavares, FL 32778-7800

Phone: 352,343,9839 Fax: 352,343,9473

E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

# Section 1.3: Method of Award in the County's Best Interests

As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in bids received.

A primary, secondary and third vendor may be awarded contracts per line item. The Department of Public Safety may require special quotes and contact all vendors under contract if discounts and pricing structures are equal or if stocking issues are concerns.

### Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

# Section 1.5: Term of Contract - Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

ITB Number: 12-0806

# Section 1.6: Option to Renew for four (4) Additional One (1) Year Period(s) (With Manufacturers Price Adjustment)

Prior to, or upon completion, of the initial term of the contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County will consider adjustment to price based on an applicable Manufacturers Price Increase evidenced by appropriate manufacturer documentation submitted to the County by the vendor in a timely manner.

It is the vendor's responsibility to request any pricing adjustment in writing under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's written request for adjustment shall be submitted prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. If no written adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

# Section 1.7: Method of Payment - Periodic Invoices For Completed Purchases

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment,

and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

### Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit \$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law

requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$	ourse.	1/2	
Garage Keepers Liability at coverage value:	\$		

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS. P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

ITB Number: 12-0806

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or climinate such self-insured retentions or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

# Section 1.9: Bonding Requirements

Not applicable to this solicitation

# Section 1.10: Completion of Work From Date Of Purchase Order

The vendor shall state in its offer the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the successful vendor if so stipulated in Section 1.3 entitled "Method of Award". Deliveries shall be made within ten (10) working days on orders for stock. Deliveries for emergency orders shall be within forty-eight (48) hours. No stock deliveries will be accepted on Saturdays, Sundays, or County Holidays.

All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to complete the work within the number of days stated in its offer, or the "not-to-exceed" timeframe cited above, it is hereby agreed and understood that the County reserves the authority to cancel the contract with the vendor and to secure the services of another vendor to complete the work. If the County exercises this authority, the County shall be responsible for reimbursing the vendor for work which was completed and found acceptable to the County in accordance with the contract

specifications. The County may, at its option, demand payment from the vendor, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the County as a result of having to secure the services of another vendor. If the incumbent vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

ITB Number: 12-0806

# Section 1.10.1: Shipping Terms, F.O.B. Destination-Inside Delivery

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.**: **DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will <u>not</u> be complete until the County has accepted each item. Delivery to a common carrier shall <u>not</u> constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will <u>not</u> consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

# Section 1.11: Acceptance of Goods or Services

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

# Section 1.11.1: Deficiencies in Work to be Corrected by the Vendor

The vendor shall promptly correct all apparent and latent deficiencies and/or defects in work, and/or any work that fails to conform to the contract documents regardless of project completion status. All corrections shall be made within ten (10) calendar days after such rejected defects,

deficiencies, and/or non-conformances are verbally reported to the vendor by the County's project administrator, who may confirm all such verbal reports in writing. The vendor shall bear all costs of correcting such rejected work. If the vendor fails to correct the work within the period specified, the County may, at its discretion, notify the vendor, in writing, that the vendor is subject to contractual default provisions if the corrections are not completed to the satisfaction of the County within ten (10) calendar days of receipt of the notice. If the vendor fails to correct the work within the period specified in the notice, the County shall place the vendor in default, obtain the services of another vendor to correct the deficiencies, and charge the incumbent vendor for these costs, either through a deduction from the final payment owed to the vendor or through invoicing. If the vendor fails to honor this invoice or credit memo, the County may terminate the contract for default.

ITB Number: 12-0806

# Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

# Section 1.13 Deliveries and Completion of Solicitation Response

# Section 1.13.1: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will <u>not</u> be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal IN PERSON, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES 315 W. MAIN STREET 4TH FLOOR, ROOM 441 TAVARES, FLORIDA

If you submit your bid or proposal by the UNITED STATES POSTAL SERVICE (USPS), please mail it to:

LAKE COUNTY PROCUREMENT SERVICES PO BOX 7800 TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

I.AKE COUNTY PROCUREMENT SERVICES MAIL RECEIVING CENTER 32400 COUNTY ROAD 473 LEESBURG, FL. 34788

Facsimile (fax) or electronic submissions (e-mail) will <u>not</u> be accepted.

# Section 1.13.2: Completion Requirements for Invitation to Bid

Two (2) signed original bids and three (3) complete copies of the bid submitted by the vendor shall be scaled and delivered to the Office of Procurement Services no later than the official bid due date and time. Any bid received after this time will <u>not</u> be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official <u>authorized</u> to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in this solicitation. The vendor shall also submit any supporting documents (to include

proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate scaled envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

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# Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- Initial and date in BLUE INK the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- > Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- > If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

# Section 1.14: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

# Section 1.15: Business Hours of Operations

No work shall be done on Saturday, Sunday, or on any days between the hours of 5:01 P.M. and 7:59 A.M. except when such work is necessary for the proper care and protection of the work already performed, and when permission to do such work is secured from the County Department representative. No overtime work shall be started without prior approval of the immediate project manager or his/her designated representative.

# Section 1.16: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSII), and the National Fire Protection Association (NFPA).

# Section 1.17: Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

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The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

# Section 1.18: "Equal" Product Can be Considered

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications. Failure to do so may be considered a material deviation supportive of rejection of the bid.

# Section 1.19: Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project. The vendor shall also be required to provide adequate general user training to County personnel on the appropriate use of the materials or products as and if necessary.

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# Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

# Section 1.21: Patents and Royalties

- A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.
- B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.
- C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:
- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and

 the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

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# Section 1.22: Protection of Property

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of this contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

## Section 1.23: Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

# Section 1.24: Recycled Materials Required

This solicitation calls for the purchase of items that specify and require a stated degree of recycled material content. Vendors are required to submit, with their initial offer, a written certification attesting that the products or items offered by the vendor contain the minimum percentage of post-consumer recovered material as defined by the United States Environmental Protection Agency (EPA), or, for commodities not so covered, the minimum percentage of post-consumer recovered materials established by other cognizant regulatory agencies.

# Recycling definitions:

For purposes of this solicitation, the following definitions shall apply:

a. "Recovered Materials" shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

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- b. "Recycled Product" shall be defined as any product which is in whole or in part composed of recovered materials.
- e. "Recyclable Product" shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.
- d. "Waste Reducing Products" shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not be limited to, those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

### Section 1.25: Risk of Loss

The vendor assumes the risk of loss of damage to the County's property during possession of such property by the vendor, and until delivery to, and acceptance of, that property to the County. The vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the vendor or a third party.

The vendor shall indemnify and hold the County harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The vendor shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the County when applicable, and shall pay all costs and judgments which may issue thereon.

# Section 1.26: Special Notice to Vendors Regarding Federal and/or State Requirements

Some purchase actions may be supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation. Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment cligibility of:

- 1. All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the

employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

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# Section 1.27 Catalogs

The vendor shall submit two (2) copies of the current manufacturer's price list(s) and catalog(s) with the initial offer. Note: CD's and/or thumb drives are preferred. Failure to meet this requirement may result in your offer being rejected. These documents shall be in effect at the commencement of the contract and shall remain in effect for the life of the contract; unless price escalations are specifically allowable in accordance with this contract. Discounts offered will be evaluated against these price lists and catalogs in order to determine the vendor to whom award may be made pursuant to Section 1.3 herein entitled "Method of Award".

Upon request, the vendor shall provide additional sets of the manufacturer's product catalogs and price lists at no additional cost to the County.

# Section 1.28 Hourly Rates

The hourly rate quoted shall be deemed to provide full compensation to the vendor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The vendor shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this solicitation and resultant contract, and any other applicable laws of the State of Florida. If overtime is allowable under this contract, it will be covered under a separate item in the special clauses.

# Section 1.29 Wage Rates

Under this contract, the wage rate paid to all laborers, mechanics and apprentices employed by the vendor for the work under the contract, shall not be less than the prevailing wage rates for similar classifications of work as established by the Federal Government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24 (f) of the Florida Constitution and enforced by the Florida Legislature by statute or the state Agency For Workforce Innovation by rule, whichever is higher.

# Section 1.30 Additional Brands may be Added

Although this solicitation and resultant contract identifies specific brands to be purchased, it is hereby understood and agreed that additional brands for the same basic item may be added to this contract at the option of the County. If the pricing proposed by the vendor for the additional brands is considered to be fair and reasonable, then award may be made to the vendor through the issuance of a modification to the contract.

The incumbent vendor(s) has/have no exclusive right to provide these additional brand(s). The County may determine to obtain similarly structured pricing inputs from other vendors in response to situations where incumbent vendors do not provide for fair and reasonable pricing or for other reasons at the County's sole discretion.

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# Section 1.31 Repair and Parts Manuals to be Provided

The vendor shall supply the County with a minimum of one (1) comprehensive repair and parts manual which identify the component parts, and which describe the appropriate process for repairing the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

## Section 1.32 Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

# Section 1.33 Training Courses to be Provided

The vendor shall provide an intensive training program to County employees regarding the use of the products or services supplied by the vendor in conjunction with this solicitation. The vendor shall bear all costs of registration fees and manuals and texts, or other instructional materials associated with the required training.

# Section 1.34 Training Manuals to be Provided

The vendor shall supply the county with a minimum of one (1) comprehensive training manual which describe the appropriate use of the equipment purchased by the County in conjunction with this solicitation. The manuals shall be supplied prior to, or upon, delivery of the equipment. Final payment shall be withheld until such time as these manuals are received by the County.

# SCOPE OF SERVICES

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It is the intent of the County to establish a contract for our annual requirements for fire equipment and parts and/or services for the County's Public Safety Department, Fire Rescue Division.

Used, recycled, or remanufactured parts shall be used only if the using department ordering approves such parts.

Emergency/Disaster deliveries may be required during non-business hours. A contact person and telephone number shall be submitted with your bid.

The successful vendor(s) must possess all special hand tools and special equipment recommended by the equipment and part manufacturer(s) to effectively and efficiently make repairs. The successful vendor(s) must abide by OSHA requirements and the staff assigned to the County's projects shall be ASE or factory certified.

The vendor(s) shall be required to submit a written estimate on each prospective project under this contract before a work order for that specific project is issued. The estimate must reflect the regular hourly wages for each classification represented in this contract, and the percentage discounts or mark-ups for materials and equipment that were quoted by the vendor on its initial offer or the most current contract pricing. The estimate shall be itemized by the number of work hours per classification, and by the cost of materials and equipment. Lump sum estimates shall not be accepted. The County reserves the right to award the project based on the lowest written estimate, or to reject all estimates when such action is determined to be in the best interests of the County, and obtain the required services from another source of supply.

Unless otherwise stated in this solicitation the vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the Public Safety Department.

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

The County's authorized representative shall generate and issue a Work Order for each project to be performed under the contract resulting from this solicitation. The Work Order shall include the location, description and plans, if necessary, covering the scope of work to be completed. The Work Order shall also include a cost estimate calculated by the County for the work listed on the Work Order. This estimate shall be based on the unit or other pricing established in the basic contract. For purposes of identification and payment, the Work Order shall be numbered and dated. The preliminary Work Order describing the description of work and cost estimates shall be issued to the vendor(s) which have been qualified to perform work under this solicitation

and resulting contract. The vendor(s) shall be required to supply the County's authorized representative with a written price offer within a time frame specified by the County. If multiple vendors are solicited, the County shall select the lowest price offer; provided that the price does not exceed the dollar estimate calculated by the County. If a single vendor is solicited, the price offer shall be evaluated and, if appropriate, accepted; provided that the price does not exceed the dollar estimate calculated by the County. The selected vendor's name shall then be entered on the Work Order and that order will then be issued to the vendor. The Work Order shall also direct the vendor to commence work on a certain day and it shall specify the amount of time allotted for completion of work covered by the Work Order. All work covered by a Work Order shall constitute a Contract Schedule.

The vendor shall be required to furnish price lists (CD's acceptable) upon request from the Public Safety Department at no charge. This price list shall provide descriptive literature, technical data and service information for items awarded. Time of delivery for these lists shall be mutually agreed upon by the vendor and the County.

### Delivery Site Locations:

Fleet Division/Fire Rescue Vehicle Maintenance 25028 Kirkwood Avenue Astatula, FL 34705

Department of Public Safety Fire Station No. 20 37711 SR 19 Umatilla, FL 32784

Department of Public Safety 315 W Main St Suite 411 Tavares, FL 32778

A new consolidated Fleet Garage is under construction off Highway 27 in Groveland, Florida (Fleet Management, 20415 Independence Boulevard) at the Christopher Ford Industrial Park and upon completion, the above noted Fleet division facility may be moved to that location. The County has no estimated time for completion at this time.

#### 3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Bid: Shall refer to any offer(s) submitted in response to this invitation to Bid.

Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.

Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The yendor to which award has been made.

County: Shall refer to Lake County, Florida.

Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

Modification: A written change to a contract.

Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

Responsive: Refers to a hidder that has taken no exception or deviation from the terms, conditions, and specifications set furth in an Invitation to Bid.

Satisfation: The written document requesting either bids or proposals from the marketplace.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract,

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

#### 3.2 INSTRUCTIONS TO BIDDERS

#### A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

- 1. Disclosure of Employment
- 2. Disclosure of Ownership
- 3. Drug-Free Workplace
- W-9 and 8109 Forms The vendor must furnish these forms upon request as required by the Internal Revenue Service.
- Social Security Number The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
- 6. Americans with Disabilities Act (A.D.A.)
- 7. Conflict of Interest
- 8. Debannent Disclosure Affidavit
- 9. Nondiscrimination
- 10. Family Leave
- 11 Antitrust Laws By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public entity, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award

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#### D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents primuleated by the designated procurement representative.

F. Change to, Withdrawal of , or Mistake in, Bid

Changes to Bid - Prior to bid opening, a hidder may change its bid by submitting a new hid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of hids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

II. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer each discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during hid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

#### 3.3 PREPARATION OF BIDS

A. The Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initiated in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. FAILURE TO SIGN THE BID MAY RENDER THE

BID NON-RESPONSIVE.

D. The hidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any hid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

#### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinium from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the inture of the intended contract.

#### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract.

#### 3.8 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will sign an exemption certificate if submitted by the contractor. Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

#### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

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Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act."). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of my information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.

#### 3.11 AWARI

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account inevaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all the bids in consonance with current written procedure in that regard.
- A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, resemded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

#### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

#### 3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

#### 3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

#### 3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### 3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendur, continue until completion without change to the then current prices, terms and conditions.

#### 3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

#### 3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### 3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

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#### 3.22 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### 3,23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. 'The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided,

#### 3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

#### 3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur may additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

# 3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be catcelled and the vendur shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

#### 3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

#### 3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

## 3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

#### 3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Countract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any enpyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royally free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

#### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of mm-jury trial for the adjudication of such suit.

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#### 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a hid in response to this ITB shall cither be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Sceretary of State's Office, Division of Curporations, 800,755.5111 (http://www.dos.state.fl.us).

#### 3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor, and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

#### 3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations bereinder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

#### 3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due sofely to fraud, bud faith, or active interference on the part of the County.

#### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

# ITB TITLE: FIRE EQUIPMENT & SUPPLIES

#### NOTES:

Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax
 Exemption Certificate will be furnished upon request.

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The vendor shall not alter or amend any of the information (including, but not limited to stated units
of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in
the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated
Quantities" clause contained in Section 3 of this solicitation.

- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a
  modifying or "escalator" clause not specifically allowed for under the solicitation will <u>not</u> be
  considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <a href="http://www.lakecountyfl.gov">http://www.lakecountyfl.gov</a> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

### ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:	
The bidder must	list below the dates of issue for each addendum received in connection with this ITB:
	Addendum #1, Dated:
	Addendum #2, Dated:
	Addendum #3, Dated:
	Addendum #4, Dated:
Part II:	

3M COMPANY

# PRICING SECTION

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(Note: Not in alphabetical order.)

If manufacturer listed is no longer in business, please mark an X though the name of the firm. If manufacturer listed has had a name change, please cross through vendor name and write in correct name. If you represent manufacturers that are not listed, please add additional sheets.

DITE CONTRACTOR			
Discount from current price lis	it%		
Price List No	Date of Price List		
Warranty			
Stocking Distributor? Yes	No		
Lead time:			
Hourly rate for repair and serv	ice \$(per hour)		
Minimum order (if any) \$			
Handling fee if less than minir	num order \$		
Name/Telephone/Cell/Beeper	of Emergency Contact		
Parties Specially at the	ENGINE AND ENGINE WARRIEST \$8.50 1.000	VIDADER III	
Have you supplied the require	d Catalogs and List Price Sheets?	YES	NO
ABLE SHO ME			
Discount from current price lis	st%		
Price List No.	Date of Price List		
Warranty	<del></del>		
Stocking Distributor? Yes_	No		
Lead time:			
Hourly rate for repair and serv	ice \$ (per hour)		
Minimum order (if any) \$			
Handling fee if less than minir	num order \$		
Name/Telephone/Cell/Bceper	of Emergency Contact		
Have you supplied the required	d Catalogs and List Price Sheets?	YES	NO

1TB Number: 12-0806

3.	ACTION
	Discount from current price list 35%OFF LIST % HYDRAULIC EXPANDER & PARTS 20%
	Price List No. N/A Date of Price List 2008
	Warranty LTMTTED WARRANTY
	Stocking Distributor? Yes X No
	Lead time: 2 WEEKS ON STANDARD ITEMS 4-6 ON CUSTOM
	Hourly rate for repair and service \$\(\frac{65.00}{\}\) (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	ERMA KELLING 330-279-4242
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
4.	AH STOCK
	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 3/1/2012
	Warranty 1-3 YEARS DEPENDS ON THE ITEM
	Stocking Distributor? Yes No X
	Lead time: 2 WEEKS ON STANDARD ITEMS 4-6 ON CUSTOM
	Hourly rate for repair and service \$_85.00 (per hour)
	Minimum order (if any) \$N/A
	Handling fee if less than minimum order \$_N/A
	Name/Telephone/Cell/Reeper of Emergency Contact
	LARRY SCHETTER 920-726-4211 EXT 121
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
5.	AIM
	Discount from current price list
	Price List No. Date of Price List
	Warranty

### SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

Stocking Distributor? Yes No\_\_\_\_ Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact NO Have you supplied the required Catalogs and List Price Sheets? YES 6. AJAX Discount from current price list 15 OFF LIST % Price List No. N/A Date of Price List JANUARY 2011 Warranty 1 YEAR FROM DATE OF PURCHASE Stocking Distributor? Yes\_X\_No Lead time: 2 WEEKS FROM ORDER DATE Hourly rate for repair and service S N/A (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$ 60.00 Handling fee if less than minimum order \$ NONE Name/Telephone/Cell/Beeper of Emergency Contact BILL BENEDICT 847-226-6269 Have you supplied the required Catalogs and List Price Sheets? X YES NO AKRON BRASS 7. Discount from current price list 38 OFF LIST % PART 10% OFF LIST Date of Price List 3/5/2012 Price List No. N/A Warranty 10 YEARS ON HANDLINE NOZZLES, 6 YEAR WARRANTY ON SCENESTAR 5 YEAR WARRANTY ON MONITORS, 10 YEAR WARRANTY ON SWING-OUT VALVES Stocking Distributor? Yes No X Lead time: 1-2 WEEKS ON NOZZLES, 4-8 WEEKS ON MONITORS Hourly rate for repair and service \$\_92.50 \_\_\_\_ (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$60.00

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### SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

Handling fee if less than minimum order S N/A Name/Telephone/Cell/Beeper of Emergency Contact JUSTIN HOWELL- SALES MANAGER 330-464-7707 Have you supplied the required Catalogs and List Price Sheets? X NO 8. ALLEN SYSTEMS Discount from current price list Price List No. Date of Price List Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) S\_\_\_\_\_ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 9 ALOCOLITE Discount from current price list 15 OFF LIST \_\_\_ \* + FREICHT TO BE DETERMINED AT TIME OF ORDER Price List No. N/A Date of Price List 2006/2012 Warranty LIFETIME LIMITED WARRANTY Stocking Distributor? Yes\_\_\_\_No\_X Lead time: 2-3 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact KAREN MILLER MELLETTE - 800-752-2526, EXT. 3069 Have you supplied the required Catalogs and List Price Sheets? X YES NO

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AMEREX
Discount from current price list 35 OFF LIST %
Price List No. <u>C3-09-29-08</u> Date of Price List <u>10-1-2008</u>
Warranty 6 YEARS FROM DATE OF PURCHASE
Stocking Distributor? Yes x No
Lead time: 5 DAYS FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour)
Minimum order (if any) \$ N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
BOBBY AGEE 205-504-2824 VP OF SALES
Have you supplied the required Catalogs and List Price Sheets? X YES NO
AMERICAN FIREWEAR
Discount from current price list  %
Price List No. Date of Price List
Warranty
Stocking Distributor? YesNo
Lead time:
Hourly rate for repair and service S (per hour)
Minimum order (if any) \$
Handling fee if less than minimum order \$
Name/Telephone/Cell/Beeper of Emergency Contact
Have you supplied the required Catalogs and List Price Sheets? YES NC
AMERICAN LAFRANCE
Discount from current price list
Price List No Date of Price List

Warranty \_\_

# SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES

Stocking Distributor? YesNo	
Lead time:	<del>.</del>
Hourly rate for repair and service \$	(per hour)
Minimum order (if any) S	
Handling fee if less than minimum order \$	
Name/Telephone/Cell/Beeper of Emergency C	Contact
Have you supplied the required Catalogs and L	List Price Sheets? YES NO
<u>ANGUS</u>	
Discount from current price list 40 OFF L.  Price List No. N/A Date	LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER to of Price List 2/3/2012
Warranty <u>DEPENDS ON THE PRODUC</u>	T 2 TO 10 YEARS
Stocking Distributor? Yes No X	
Lead time: 4-6 WEEKS FROM ORDER	DATE
Hourly rate for repair and service \$_N/A	(per hour)
Minimum order (if any) \$ N/A	
Handling fee if less than minimum order \$	N/A
Name/Telephone/Cell/Beeper of Emergency C	Contact
ED KEENAN 919-931-3966	
Have you supplied the required Catalogs and I	List Price Sheets? X YES NO
ANSUL FOAMS	
Discount from current price list	9%
Price List No. Date	te of Price List
Warranty	
Stocking Distributor? YesNo	
Lead time:	
Hourly rate for repair and service \$	
Minimum order (if any) S	on well-states

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### SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES

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Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 15. APPLECROFT Discount from current price list Date of Price List Price List No. Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 16. B & B ENTERPRISES Price List No. \_\_\_\_\_ Date of Price List Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO

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17. BIO SYSTEMS Discount from current price list Date of Price List\_\_\_\_\_ Price List No. Warranty Stocking Distributor? Yes No No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 18. BLACKINTON BADGES Discount from current price list Price List No. \_\_\_\_\_ Date of Price List Warranty\_\_\_\_ Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ \_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order S Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 19. BOUTON CO Discount from current price list Price List No. Date of Price List Warranty

Stocking Distributor? Yes No		
Lead time:		
Hourly rate for repair and service \$ (per hour)		
Minimum order (if any) \$		
Handling fee if less than minimum order \$		
Name/Telephone/Cell/Beeper of Emergency Contact		
Have you supplied the required Catalogs and List Price Sheets?	YES	NO
BULLARD		
Discount from current price list		
Price List No. Date of Price List		
Warranty		
Stocking Distributor? YesNo		
Lead time:		
Hourly rate for repair and service \$ (per hour)		
Minimum order (if any) \$		
Handling fee if less than minimum order S		
Name/Telephone/Cell/Becper of Emergency Contact		
Have you supplied the required Catalogs and List Price Sheets?	YES	NO
CARNS & BROTHER	to make on.	
Discount from current price list 25_OFF_1.TST%		
Price List No. 3600-01-MC Date of Price List 3600-	02-MC	
Warranty 5 YEARS ON THE SHELL, LIMITED LIFETIM	E ON THE	PARTS
Stocking Distributor? Yes X No		
Lead time: 2-3 WEEKS FROM ORDER DATE		
Hourly rate for repair and service \$_100.00 (per hour)		
Minimum order (if any) \$125.00		

	Handling fee if less than minimum order \$1,25.00
	Name/Telephone/Cell/Beeper of Emergency Contact
	TAMMY ELMEN 1-877-672-3473
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
22.	CALIFORNIA MOUNTAIN
	Discount from current price list 5 OFF LIST %
	Price List No. N/A Date of Price List 10/1/2011
	Warranty 1 YEAR FROM PURCHASE DATE
	Stocking Distributor? Yes X No
	Lead time: 2-4 WEEKS FROM ORDER DATE
	Hourly rate for repair and service S_N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$N/A
	Handling fee if less than minimum order S N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	JASON SMALLWOOD 1-800-235-5741
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
23.	CAST PRODUCTS
	Discount from current price list 35 OFF LIST %
	Price List No. N/A Date of Price List 4/1/2011
	Warranty 60 DAYS FROM DATE OF PURCHASE
	Stocking Distributor? Yes No_X
	Lead time: 3 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ N/A(per hour)
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order S N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	GARY TKERD 256-777-8342
	Have you supplied the required Catalogs and List Price Sheets? X YES NO

# TTB Number: 12-0806 24. CHARKATE Discount from current price list Price List No. Date of Price List\_\_\_\_\_ Warranty Stocking Distributor? Yes No\_\_\_\_ Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 25. CHUBB (FOAM) Discount from current price list Price List No. Date of Price List Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 26. CHURCHVILLE (obsolete?) % Discount from current price list

#### 34

Price List No.

Warranty \_\_\_\_

Date of Price List

1TB Number: 12-0806

Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 27 CIRCUL AIR Discount from current price list Price List No. Date of Price List Warranty \_\_\_\_ Stocking Distributor? Yes No\_\_\_\_ Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO CODE 3 28. Discount from current price list 35 OFF LIST % PARTS 10% OFF LIST Price List No. N/A Date of Price List 7/11/2011 Warranty 1 YEAR FROM DATE OF PURCHASE 5 YEAR ON LED Stocking Distributor? Yes X No Lead time: 1-4 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$ 30.00

	Handling fee if less than minimum order \$10.00
	Name/Telephone/Cell/Beeper of Emergency Contact
	JAMES BAKER 314-426-2700 EXT 1292
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
29.	COLLIN AXES
	Discount from current price list
	Price List No Date of Price List
	Warranty
	Stocking Distributor? Yes No
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	<b>2</b>
	Have you supplied the required Catalogs and List Price Sheets? YES NO.
30.	COLLINS DYNAMICS (Rom Corporation)
30,	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 3/1/2012
	50 10 00 00 00 00 00 00 00 00 00 00 00 00
	Warranty 5 YEARS ON LIGHT 2 YEARS ON COMPONENTS
	Stocking Distributor? YesNoX
	Lead time: 2 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ 150.00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$_N/A
	Name/Telephone/Cell/Becper of Emergency Contact
	CAMERON BLAIN 267-495-9140
	Have you supplied the required Catalogs and List Price Sheets? X YES NO

SEC	TION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES 17B Number: 12-0806
31.	COUNCIL TOOLS
	Discount from current price list _ 25 OFF LIST _ %
	Price List No. N/A Date of Price List 6/1/2011
	Warranty LIFETIME ON TOOLING; REPLACEMENT HANDLES FOR PURCHASE
	Stocking Distributor? YesNo_X
	Lead time: 2 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ N/A (per hour)
	Minimum order (if any) \$ 175.00
	Handling fee if less than minimum order S_ N/A
	Name/Telephone/Cell/Becper of Emergency Contact
	MARGO COUNCIL 866-646-3011 EXT 10
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
32.	CUTTERS EDGE
	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 5/1/2011
	Warranty 2 YEAR LIMITED WARRANTY
	Stocking Distributor? Yes X No
	Lead time: <u>DEPENDS ON THE ITEMS</u> ORDERED
	Hourly rate for repair and service \$ 75.00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$_N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	TOM RUZICH PRESIDENT 541-519-6895
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
33	CW NEILSEN

37

Discount from current price list \_\_\_\_\_\_%

Warranty \_\_\_\_

Price List No. Date of Price List

1TB Number: 12-0806

Stocking Distributor? Yes \_\_\_\_No\_\_\_\_ Lead time: \_\_\_\_\_ Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 34 GORMAN RUPP PUMPS Discount from current price list % Price List No. Date of Price List Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact YES NO Have you supplied the required Catalogs and List Price Sheets? 35. DARLEY & CO. Discount from current price list 5 OFF LIST Price List No.#257 Date of Price List\_1/1/2011 Warranty VARIES BY THE MANUFACTURER Stocking Distributor? Yes No X Lead time: DEPENDS ON THE ITEMS ORDERED Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$\_30.00

	Handling fee if less than minimum order SN/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	CLENN COSTA 708-273-6913 EXT 319
	Have you supplied the required Catalogs and List Price Sheets? X YESNO
36.	DAVID CLARK
	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 2007/2012
	Warranty 5 YEARS ON HEADSET STATIONS/HEADSETS, CABLES, SPARE PARTS 1 YEAR
	Stocking Distributor? Yes No_X
	Lead time: DEPENDS ON THE ITEMS STOCK ITEMS 7-10 DAYS
	Hourly rate for repair and service \$_N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$_275,00
	Handling fee if less than minimum order \$ 275.00
	Name/Telephone/Cell/Beeper of Emergency Contact
	BILL HOLDEN 1-800-298-6235
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
37.	DB SMITH INDIAN TANKS
	Discount from current price list  %
	Price List No Date of Price List
	Warranty
	Stocking Distributor? Yes No
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	11 WY W/
	Have you supplied the required Catalogs and List Price Sheets? YES NO

DICKE TOOL 38. Discount from current price list Date of Price List Price List No. Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) S Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 39. DREXEL Discount from current price list Price List No.\_\_\_\_ Date of Price List Warranty\_\_\_\_ Stocking Distributor? Yes No\_\_\_\_ Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO DUO SAFETY 40. Discount from current price list 10 OFF LIST % +FREIGHT TO BE DETERMINED AT TIME OF THE ORDER Price List No. N/A Date of Price List 9/1/2011 Warranty 2 YEARS FROM DATE OF PURCHASE

ITB Number: 12-0806

Stocking Distributor? Yes\_\_\_\_No x Lead time: 2-3 WEEKS FROM ORDER DATE Hourly rate for repair and service \$50.00 (per hour) Minimum order (if any) \$ 40.00 FOR PARTS 150.00 FOR LADDERS Handling fee if less than minimum order \$ 30.00 Name/Telephone/Cell/Beeper of Emergency Contact SANDRA VANDERSEE 920-231-2740 Have you supplied the required Catalogs and List Price Sheets? X YES NO 41. EDISON Discount from current price list 20 OFF LIST % Price List No. N/A Date of Price List 1/1/2012 Warranty N/A Stocking Distributor? Yes x No\_\_\_ Lead time: 1-2 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ N/A Handling fee if less than minimum order S N/A Name/Telephone/Cell/Beeper of Emergency Contact EDISON COMPANY 1-800-643-9035 Have you supplied the required Catalogs and List Price Sheets? X YES NO 42. EDWARDS AND CROMWELL Discount from current price list Date of Price List Price List No. Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$

Have you supplied the required Catalogs and List Price Sheets? YES NO
EDWARDS MFG
Discount from current price list 5 OFF LIST %
Price List No. N/A Date of Price List 2/1/2011
Warranty N/A
Stocking Distributor? Yes No_X_
Lead time: 2 WEEKS FROM ORDER DATE
Hourly rate for repair and service S_N/A (per hour) ESTIMATE PRIOR TO REPAI
Minimum order (if any) \$ N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
BECKY DILLON 330-823-2103
Have you supplied the required Catalogs and List Price Sheets? X YES NO
ELKHART BRASS
Discount from current price list 40 OFF LIST %
Price List No. F-2 R.2 Date of Price List_2/1/2012
Warranty 5 YEARS NOZZLES, MONITORS AND APPLIANCES, 10 YEARS UNIBODY VALVES & CONTROLLERS Stocking Distributor? Yes X No
Lead time: 3-4 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ 82.50 (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$ 50.00
Handling fee if less than minimum order \$_N/A_

45.	ETI EMERGENCY TECHNOLOGY
	Discount from current price list
	Price List No. Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order S
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
46.	EXTENDA LITE (Akron)
	Discount from current price list 30 OFF LIST % PARTS 10%
	Price List No. N/A Date of Price List 3/5/2012
	Warranty 5 YEARS FROM DATE OF PURCHASE
	Stocking Distributor? Yes No_X
	Lead time: 1-2 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ 92.50 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ 60.00
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	JSUTIN HOWELL 330-464-7707
	Have you supplied the required Catalogs and List Price Sheets?  YES  NO
47.	FEDERAL SIGNAL CORP
	Discount from current price list 30 OFF LIST % PARTS 10%
	Price List No. MI 00 Date of Price List 1/1/2012
	Warranty 1 YR. ON LABOR, 3 YRS. ON PARTS, LED PRODUCTS: 1 YR. LABOR, 5 YRS. PARTS

	Stocking Distributor? YesNox_
	Lead time: 3 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$_N/A (per hour) ESTIMATE PRIOR TO REPAT R
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	JAN HEIDEMAN 708-534-4755
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
48.	FIRE HOOKS UNLIMITED
	Discount from current price list 5 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME
	Price List No. N/A Date of Price List 3/15/2012
	Warranty I.IMITED DEPENDS ON THE PRODUCT
	Stocking Distributor? Yes X No
	Lead time: 2-3 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$_65.00 (per hour) ESTIMATE PRIOR TO REPATR
	Minimum order (if any) SN/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	BOB FARRELL 732-280-7737
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
49.	FIREDEX
	Discount from current price list 30 OFF LIST %
	Price List No. N/A Date of Price List 2/28/2012
	Warranty FREE FROM DEFECTS IN WORKMANSHIP & MATERIALS
	Stocking Distributor? Yes No X
	Lead time: 6 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ SEE HANDLING FEE

Handling fee if less than minimum order \$ 25.00 FOR ANY ORDER LESS THAN \$250.00 Name/Telephone/Cell/Beeper of Emergency Contact ALLEN ROM 800-241-6563 EXT 312 Have you supplied the required Catalogs and List Price Sheets? X YES NO FIRE POWER 50. Discount from current price list % Price List No. Date of Price List Warranty Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order S Name/Felephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 51. FIREQUIP Discount from current price list COST + 20 % + FRETGIT TO BE DETERMINED AT TIME OF THE ORDER Price List No. N/A Date of Price List 2/1/2012 Warranty 5 YEAR ON BOOSTER/MAXIFLEX 10 YEAR ON D/J 5 YEAR ON TPU LINED Stocking Distributor? Yes x No Lead time: 3-4 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ 60.00 (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$ N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact SAM CAMPBELL 800-334-6823 Have you supplied the required Catalogs and List Price Sheets? X YES NO

SEC	TION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES 1718 Number: 12-0806
52.	FOLD A TANK  Discount from current price list 22 OFF LIST     + FREIGHT TO BE DETERMINED AT TIME OF ORDER
	Price List No. N/A Date of Price List 4/1/2012
	Warranty LIMITED LIFETIME TANKS, 3 YEARS ON STRAINERS AND PARTS
	Stocking Distributor? Yes No X EVERYTHING IS MADE TO ORDER
	Lead time: 2-3 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ 34,00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ NONE
	Handling fee if less than minimum order \$ NONE
	Name/Telephone/Cell/Beeper of Emergency Contact
	JAN CHRISTENSEN PRESIDENT 309-737-6454
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
60	
53.	GEMTOR  Discount from current price list 15 OFF LIST % + FREIGHT TO BE DETERMINED AT THE TIME OF ORDER
	Price List No. N/A Date of Price List 7/1/2008
	Warranty N/A
	Stocking Distributor? Yes No X
	Lead time: 1 WEEK FROMORDER DATE
	Hourly rate for repair and service \$ N/A (per hour)
	Minimum order (if any) \$ 75.00
	Handling fee if less than minimum order S_NONE
	Name/Telephone/Cell/Beeper of Emergency Contact
	RUTH ULLRICH 800-405-9498 EXT 12
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
54.	GLASSMASTER WEHR
50000	Beautiful Committee of the Committee of

Discount from current price list 10 OFF LIST %

Price List No. N/A Date of Price List 6/2011

Warranty 5 YEARS FROM DATE OF PURCHASE

	Stocking Distributor? Yes X No
	Lead time: 2 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ N/A (per hour)
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	KYLE WEIR 1-800-457-4527
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
55_	GLOBE
	Discount from current price list%
	Price List No. Date of Price List
	Warranty
	Stocking Distributor? Yes No
	Lead time:
	Hourly rate for repair and service S (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
56.	GLOVE CORP
	Discount from current price list%
	Price List No Date of Price List
	Warranty
	Stocking Distributor? Yes No
	Lead time:
	Hourly rate for repair and service S (per hour)
	Minimum order (if any) \$

Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 57. HALE FIRE PUMPS + FREIGHT TO BE DETERMINED AT TIME Discount from current price list 5 OFF LIST % PARTS 10% OFF LIST Date of Price List 1/1/2012 Price List No. N/A Warranty HP SERIES PUMPS ARE 3 YEARS PORTABLE PUMPS ARE 2 YEARS PARTS 2 YEARS Stocking Distributor? Yes X No Lead time: 3-4 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ 80.00 (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) S N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact 800-553-3569 RUSS WALKER Have you supplied the required Catalogs and List Price Sheets? X YES NO HANNAY REELS 58. + FREIGHT TO BE DETERMINED AT TIME OF Discount from current price list 1.3 OFF LIST % THE ORDER Price List No. N/A Date of Price List 2/1/2011 Warranty 2 YEARS FROM DATE OF PURCHASE Stocking Distributor? Yes No X Lead time: 3-4 WEEKS FROM ORDER DATE PARTS 5 DAYS Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact KIM WINNIE 877-467-3357 Have you supplied the required Catalogs and List Price Sheets? X YES NO

59.	HARRINGTON	
	Discount from current price list 30 OFF LIST %	
	Price List No. N/A Date of Price List 3/1/2011	
	Warranty 1 YEAR FROM DATE OF PURCHASE	
	Stocking Distributor? Yes_X_No	
	Lead time: 1-3 WEEKS FROM ORDER DATE NON STANDARD ITEMS 4-6 WEEKS	
	Hourly rate for repair and service \$ N/A (per hour)	
	Minimum order (if any) \$ N/A	
	Handling fee if less than minimum order \$ N/A	
	Name/Telephone/Cell/Becper of Emergency Contact	
	DAVE HARRINGTON 800-553-0078	
	Have you supplied the required Catalogs and List Price Sheets? X YES NO	
60.	HAZARD CONTROL	
	Discount from current price list 10 OFF LIST * FREIGHT TO BE DETERMINED AT TIM	E
	Price List No. N/A Date of Price List 3/1/2009	
	Warranty 15 YEARS FROM DATE OF PURCHASE	
	Stocking Distributor? Yes No X	
	Lead time: 1 WEEK FROM ORDER DATE	
	Hourly rate for repair and service \$ N/A (per hour)	
	Minimum order (if any) \$ 5 GALLON PAIL OF PRODUCT	
	Handling fee if less than minimum order \$ N/A	
	Name/Telephone/Cell/Beeper of Emergency Contact	
	CARL SMITH 678-521-5057	
	Have you supplied the required Catalogs and List Price Sheets? X YES NO	
61.	HEBERT	
	Discount from current price list 20 OFF LIST %	
	Price List No. N/A Date of Price List 1/1/2012	
	Warranty 5 YEARS FROM DATE OF PURCHASE	

	Stocking Distributor? YesNo X		
	Lead time: 3 WEEKS FROM ORDER DATE		
	Hourly rate for repair and service S N/A (per hour)		
	Minimum order (if any) \$ N/A		
	Handling fee if less than minimum order \$ N/A		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	JOHN HEBERT 206-243-5001		
	Have you supplied the required Catalogs and List Price Sheets? X	YES	NO
52.	<u>HOLMATRO</u>		
	Discount from current price list		
	Price List No. Date of Price List		
	Warranty		
	Stocking Distributor? YesNo		
	Lead time:		
	Hourly rate for repair and service \$ (per hour)		
	Minimum order (if any) \$		
	Handling fee if less than minimum order \$		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	Have you supplied the required Catalogs and List Price Sheets?	YES	NO
53.	<u>HUMAT</u>		
	Discount from current price list%		
	Price List No. Date of Price List		
	Warranty		
	Stocking Distributor? YesNo		
	Lead time:		
	Hourly rate for repair and service \$ (per hour)		
	Minimum order (if any) \$		

	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Becper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
64.	HUSKY
	Discount from current price list 22 OFF LIST * FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
	Price List No. N/A Date of Price List 1/1/2012
	Warranty LIFETIME WARRANTY ON WELDS AND WELDED SEAMS 3 YEAR WARRANTY ON STRAINERS
	Stocking Distributor? YesNoX
	Lead time: _2_WEEKS_FROM_ORDER_DATE
	Hourly rate for repair and service S N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	JAY CLAEYS 918-798-4415
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
5.	HYDRA SHIELD
	Discount from current price list 10 OFF LIST _% + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
	Price List No. N/A Date of Price List_2/1/2012
	Warranty 1 YEAR FROM DATE OF PURCHASE
	Stocking Distributor? Yes_X No
	Lead time: 1 WEEK FROM ORDER DATE
	Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$_ 4 VALVES A YEAR TO REMAIN A DEALER
	Handling fee if less than minimum order \$36.00 PER VALVE ESTIMATE PRIOR TO REPAIR
	Name/Telephone/Cell/Beeper of Emergency Contact
	TERRY MC WILLIAMS 1-800-676-0911 EXT 211
	Have you supplied the required Catalogs and List Price Sheets? X YES NO

66.	IMPERIAL HOSE		
	Discount from current price list%		
	Price List No. Date of Price List_		
	Warranty		
	Stocking Distributor? YcsNo		
	Lead time:		
	Hourly rate for repair and service \$ (per hour)		
	Minimum order (if any) \$		
	Handling fee if less than minimum order \$		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	Have you supplied the required Catalogs and List Price Sheets?	YES_	NC
67.	IOWA AMERICAN		
	Discount from current price list%		
	Price List No Date of Price List_		
	Warranty		
	Stocking Distributor? YesNo		
	Lead time:		
	Hourly rate for repair and service \$ (per hour)		
	Minimum order (if any) \$		
	Handling fee if less than minimum order \$		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	Have you supplied the required Catalogs and List Price Sheets?		NO
68.	JANESVILLE		==0
	Discount from current price list%		
	Price List No Date of Price List		
	Warranty		

69.

70.

SECTION 4 - PRICING/ CERTIFICATIONS/ SIGNATURES ITB Number: 12-0806 Stocking Distributor? Yes\_\_\_\_No\_\_\_\_ Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO JUSTRITE Discount from current price list \_\_\_\_\_ Price List No.\_\_\_\_\_ Date of Price List\_\_\_\_ Warranty \_\_\_\_\_ Stocking Distributor? Yes No\_\_\_\_ Lead time: Hourly rate for repair and service \$\_\_\_\_\_(per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO JV MFG Discount from current price list % Price List No. Date of Price List Warranty \_\_\_\_\_

Stocking Distributor? Yes\_\_\_\_No\_\_\_

Lead time: \_\_\_\_\_

Hourly rate for repair and service \$ (per hour)

Handling fee if less than minimum order \$			
Name/Telephone/Cell/Beeper of Emergene	cy Contact		
Have you supplied the required Catalogs at	nd List Price Sheets?	YES	NC
K TOOL MFG			
Discount from current price list			
Price List No	Date of Price List		
Warranty			
Stocking Distributor? YesNo			
Lead time:	_		
Hourly rate for repair and service \$			
Minimum order (if any) \$			
Handling fee if less than minimum order \$_			
Name/Telephone/Cell/Beeper of Emergenc			
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1			
lave you supplied the required Catalogs an			NO
KAPPLER			
Discount from current price list	%		
Price List No D	Date of Price List		
Varranty			
itocking Distributor? YesNo	_		
ead time:			
lourly rate for repair and service \$_			
finimum order (if any) \$	The state of the s		
landling fee if less than minimum order \$			
	Contact		

Have you supplied the required Catalogs and List Price Sheets? YES NO 73. KENDALL PRODUCTS Discount from current price list \_\_\_\_\_\_ % Price List No. Date of Price List Warranty Stocking Distributor? Yes\_\_\_\_No \_\_\_ Lead time: Hourly rate for repair and service \$ \_\_\_\_ (per hour) Minimum order (if any) S\_\_\_\_\_ Handling fee if less than minimum order \$\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 74. KOCHEK + FREIGHT TO BE DETERMINED AT TIME Discount from current price list 40 OFF LIST % OF THE ORDER Price List No. N/A Date of Price List 3/26/2012 Warranty 5 YEARS FROM DATE OF PURCHASE Stocking Distributor? Yes X No Lead time: 2 WEEKS DEPENDING ON THE PRODUCT Hourly rate for repair and service \$ 65.00 (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) S N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact DAVID MOORE 757-999-4170 Have you supplied the required Catalogs and List Price Sheets? X YES NO 75. KOEHLER MFG CO Discount from current price list \_\_\_\_\_\_\_\_%

ITB Number: 12-0806

Price List No. \_\_\_\_ Date of Price List\_\_\_\_

76.

77.

Warranty Stocking Distributor? Yes No Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO KUSSMAUL Discount from current price list 5 OFF LTST % Price List No.\_N/A \_\_\_\_ Date of Price List 1/1/2012 Warranty 3 YEARS ON ELECTRICAL PRODUCTS, 2 YEARS ON AUTO EJECTS, 1 YEAR ON PUMPS Stocking Distributor? Yes\_\_\_\_No X Lead time: 3-4 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Becper of Emergency Contact MICHAEL F. GUZMAN, DIRECTOR OF SALES 800-346-0857 EXT. 117 Have you supplied the required Catalogs and List Price Sheets? X YES NO KWIK RAZE HAVIS SHIELD/ROM CORP/COLLINS CORPORATION Discount from current price list 10 OFF LIST % Price List No. N/A Date of Price List 3/1/2012 Warranty 2 YEARS FROM PURCHASE DATE Stocking Distributor? Yes \_\_\_\_ No\_X EVERYTHING MADE TO ORDER Lead time: 2 WEEKS FROM ORDER DATE

1TB Number: 12-0806

Hourly rate for repair and service \$ 60.00 (per hour)ESTIMATE PRIOR TO REPAIR

	Minimum order (if any) \$ N/A	
	Handling fee if less than minimum order \$ N/A	
	Name/Telephone/Cell/Beeper of Emergency Contact	
	JENNY ADAMS 800-827-3692 EXT 244	
	Have you supplied the required Catalogs and List Price Sheets? X YES	NO
78.	LACROSSE BOOTS	
	Discount from current price list%	
	Price List No. Date of Price List	
	Warranty	
	Stocking Distributor? YesNo	
	Lead time:	
	Hourly rate for repair and service \$ (per hour)	
	Minimum order (if any) \$	
	Handling fee if less than minimum order \$	
	Name/Telephone/Cell/Beeper of Emergency Contact	
	56 Julius Nacional (1990) (199	
	Have you supplied the required Catalogs and List Price Sheets? YES	NO
9.	LIFE LINERS	
	Discount from current price list%	
	Price List No Date of Price List	
	Warranty	
	Stocking Distributor? YesNo	
	Lead time:	
	Hourly rate for repair and service \$ (per hour)	
	Minimum order (if any) \$	
	Handling fee if less than minimum order \$	
	Name/Telephone/Cell/Beeper of Emergency Contact	

ITB Number: 12-0806

Have you supplied the required Catalogs and List Price Sheets? YES NO 80. LIONS UNIFORMS Discount from current price list \_\_\_\_\_\_\_% Price List No. \_\_\_\_ Date of Price List \_\_\_\_ Warranty \_\_\_\_ Stocking Distributor? Yes\_\_\_No\_\_\_ Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 81. LOUIS PRYER Discount from current price list % Price List No.\_\_\_\_\_ Date of Price List\_\_\_\_\_ Warranty \_\_\_\_\_ Stocking Distributor? Yes No\_\_\_\_ Lead time: Hourly rate for repair and service S \_\_\_\_\_ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 82. LOWELL Discount from current price list \_\_\_\_\_\_\_\_% Price List No. \_\_\_\_\_ Date of Price List\_\_\_\_\_

	Warranty		
	Stocking Distributor? YesNo		
	Lead time:		
	Hourly rate for repair and service \$ (per hour)		
	Minimum order (if any) \$		
	Handling fee if less than minimum order \$		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	Have you supplied the required Catalogs and List Price Sheets?		NC
83.	MAG INSTRUMENTS		
	Discount from current price list%		
	Price List No. Date of Price List_		
	Warranty		
	Stocking Distributor? Yes No		
	Lead time:		
	Hourly rate for repair and service S (per hour)		
	Minimum order (if any) \$		
	Handling fee if less than minimum order \$		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	Have you supplied the required Catalogs and List Price Sheets?	YES	NO
4.	MANN AXE		
	Discount from current price list%		
	Price List No Date of Price List		
	Warranty		
	Stocking Distributor? YesNo		
	Lead time:		
	Hourly rate for repair and service \$ (per hour)		

Minimum order (if any) S
Handling fee if less than minimum order \$
Name/Telephone/Cell/Beeper of Emergency Contact
Have you supplied the required Catalogs and List Price Sheets? YES NO
MARS SIGNAL LIGHT
Discount from current price list %
Price List No Date of Price List
Warranty
Stocking Distributor? YesNo
Lead time:
Hourly rate for repair and service \$(per hour)
Minimum order (if any) \$
Handling fee if less than minimum order \$
Name/Telephone/Cell/Beeper of Emergency Contact
Have you supplied the required Catalogs and List Price Sheets? YES NO
MCPRODUCTS
Discount from current price list 20 OFF LIST % PARTS 10% OFF LIST
Price List No. N/A Date of Price List 1/1/2004
Warranty 2 YEARS FROM DATE OF PURCHASE
Stocking Distributor? Yes X No
Lead time: 1 WEEK FROM ORDER DATE
Hourly rate for repair and service \$ 55.00 (per hour)
Minimum order (if any) \$ N/A
Handling fee if less than minimum order \$_N/A
Name/Telephone/Cell/Beeper of Emergency Contact
JENNIVER RICCOBONO 800-843-6465

	Have you supplied the required Catalogs and List Price Sheets? X YES NO
87.	MILWAUKEE STRAP R&B FABRICATIONS
	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 2/17/2012
	Warranty LIFETIME ON WORKMANSHIP
	Stocking Distributor? YesX No STOCK ITEMS ONLY
	Lead time: 2-3 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$_N/A_ (per hour)
	Minimum order (if any) \$ 60.00
	Handling fee if less than minimum order \$ 7.00
	Name/Telephone/Cell/Beeper of Emergency Contact
	CUSTOMER SERVICE LIZ 419-594-2743
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
88.	MORAN (FLASII)
	Discount from current price list%
	Price List No. Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Becper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
89.	MORNING PRIDE
	Discount from current price list%
	Price List No. Date of Price List

	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service S (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
90,	<u>MSA</u>
	Discount from current price list 15 OFF LIST %
	Price List No. 5555-293-MC Date of Price List 1/1/2012
	Warranty VARIES FROM PRODUCT TO PRODUCT
	Stocking Distributor? YesNo_X
	Lead time: 1-7 WEEKS
	Hourly rate for repair and service \$ 100.00 (per hour)
	Minimum order (if any) \$ 125.00
	Handling fee if less than minimum order \$125.00
	Name/Telephone/Cell/Beeper of Emergency Contact
	TAMMY ELMEN 1-877-672-3473
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
1.	NATALE (CIRCLE D)
	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 1/1/2011
	Warranty NONE
	Stocking Distributor? YesNo_X
	Lead time: 1 WEEK FROM ORDER DATE
	Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REL

ITB Number: 12-0806 Minimum order (if any) \$ 60.00 Handling fee if less than minimum order \$ 60.00 Name/Telephone/Cell/Beeper of Emergency Contact JOHN COCOZZO 201-933-5500 EXT 10 Have you supplied the required Catalogs and List Price Sheets? X YES NO NATIONAL FIRE HOSE ALL AMERICAN HOSE/SNAPTITE/PONN 92. Discount from current price list 40 OFF LTST % +FREIGHT TO BE DETERMINED AT TIME OF THE ORDER Price List No. N/A Date of Price List 2/1/2012 Warranty 10 YEARS FROM DATE OF PURCHASE Stocking Distributor? Yes X No Lead time: 2-5 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ N/A NO MINIMUM/\$6000.00 FOR FREE FREIGHT Handling fee if less than minimum order \$\_ N/A\_ Name/Telephone/Cell/Beeper of Emergency Contact CHRIS BIGGS 803-687-1098 Have you supplied the required Catalogs and List Price Sheets? X YES NO 93 NOVA Discount from current price list 20 OFF LIST % Price List No. N/A Date of Price List 2/15/2012 Warranty SEE PAGE 1 OF THE PRICE LIST Stocking Distributor? Yes X No Lead time: 1 WEEK FROM ORDER DATE Hourly rate for repair and service \$95.00 (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$ 125.00 Handling fee if less than minimum order \$\_10.00 Name/Telephone/Cell/Beeper of Emergency Contact KIM FRITSCH 860-539-4466 Have you supplied the required Catalogs and List Price Sheets? X YES

NO

94.	<u>NUPLA</u>
	Discount from current price list 35 OFF LIST * FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
	Price List No. N/A Date of Price List 1/1/2012
	Warranty POLICY IS ON THE BACK PAGE OF THE PRICE LIST
	Stocking Distributor? Yes No X
	Lead time: 1 WEEK FROM ORDER DATE
	Hourly rate for repair and service \$ N/A (per hour)
	Minimum order (if any) \$ 125.00
	Handling fee if less than minimum order \$ 25.00
	Name/Telephone/Cell/Beeper of Emergency Contact
	MICHAEL GERSHON 800-872-7661
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
95.	PACIFIC REFLEX
	Discount from current price list%
	Price List No Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
96.	PARATECH
	Discount from current price list%
	Price List No Date of Price List
	Warranty

ITB Number: 12-0806

Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 97. PARTNER Discount from current price list Price List No. Date of Price List\_ Warranty \_\_\_\_ Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 98. PAUL CONWAY SHIELDS Discount from current price list % Price List No. \_\_\_\_ Date of Price List\_\_\_\_ Warranty \_\_\_ Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$

Have you supplied the required Catalogs and Lis	st Price Sheets?	YES	
PELICAN			
Discount from current price list	%		
Price List No. Date of			
Warranty			
Stocking Distributor? Yes No_	*		
Lead time:			
Hourly rate for repair and service \$	(per hour)		
Minimum order (if any) \$			
Handling fee if less than minimum order \$			
Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Con	itact		
Name/Telephone/Cell/Beeper of Emergency Con Have you supplied the required Catalogs and List PGI PROTEXALL	tact  Price Sheets!		1
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list	tact  I Price Sheets?	_YES _	
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list	tact  I Price Sheets?	_YES _	
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list	tact  I Price Sheets?	_YES _	
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list  Price List No. Date of	tact  I Price Sheets?	_YES _	
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list  Price List No. Date of	tact  I Price Sheets?	_YES _	
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list  Price List No. Date of  Warranty  Stocking Distributor? Yes No  Lend time;	tact  I Price Sheets?  %  f Price List_	_YES _	
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list  Price List No. Date of  Warranty  Stocking Distributor? Yes No	tact  Price Sheets!?  %  f Price List  (per hour)	_YES _	
Name/Telephone/Cell/Beeper of Emergency Con  Have you supplied the required Catalogs and List  PGI PROTEXALL  Discount from current price list  Price List No. Date of  Warranty  Stocking Distributor? Yes No  Lead time:  Hourly rate for repair and service \$	tact  Price Sheets!?  %  f Price List  (per hour)	_YES _	

101.	PHOENIX
	Discount from current price list%
	Price List No. Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service \$ (per hour)
(#)	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
102.	<u>PIERCE</u>
	Discount from current price list COST +30
	Price List No. N/A Date of Price List N/A
	Warranty 90 DAYS FROM DATE OF PURCHASE
	Stocking Distributor? Yes_X_No
	Lead time:3-5 DAYS IF IN STOCK
	Hourly rate for repair and service \$_90.00 (per hour) TRAVEL RATE \$60.00
	Minimum order (if any) \$_30.00
	Handling fee if less than minimum order \$_30.00
	Name/Telephone/Cell/Beeper of Emergency Contact
	RON RIBBENS 941-756-7779
	Have you supplied the required Catalogs and List Price Sheets? YES X NO
103.	PIGEON MOUNTAIN INDUSTRIES
	Discount from current price list
	Price List No Date of Price List
	Warranty

104.

105.

SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES ITB Number: 12-0806 Stocking Distributor? Yes\_\_\_\_No\_\_\_ Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fcc if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO PLANO Discount from current price list % Price List No. Date of Price List Warranty Stocking Distributor? Yes\_\_\_\_No Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO R & B FABRICATORS Discount from current price list 10 OFF LIST % Price List No. N/A Date of Price List 2/17/2012 Warranty LIFETIME ON WORKMANSHIP Stocking Distributor? Yes X No\_\_\_\_ STOCK ITEMS ONLY

Lead time: 2-3 WEEKS FROM ORDER DATE

Minimum order (if any) \$ 60.00

Hourly rate for repair and service \$ N/A (per hour)

Handling fee if less than minimum order \$_5.00	
Name/Telephone/Cell/Beeper of Emergency Contact	
CUSTOMER SERVICE LISA MCNEE 419-594-2743	
Have you supplied the required Catalogs and List Price Sheets?X YES	N
RANGER RUBBER	
Discount from current price list%	
Price List No. Date of Price List	
Warranty	
Stocking Distributor? YesNo	
Lead time:	
Hourly rate for repair and service \$ (per hour)	
Minimum order (if any) \$	
HEREOGRAPHIC TO CHARLES IN ACCOUNT VIVII	
Handling fee if less than minimum order \$	
Handling fee if less than minimum order \$  Name/Telephone/Cell/Beeper of Emergency Contact	
Name/Telephone/Cell/Beeper of Emergency Contact	N
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets?YES	N
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets? YES	
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets? YES  RAWHIDE FIREHOSE  Discount from current price list%	
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets? YES  RAWHIDE FIREHOSE  Discount from current price list	
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets?  Price Fire Hose  Discount from current price list  Date of Price List  Warranty	
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets?YES	
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets? YES  RAWHIDE FIREHOSE  Discount from current price list	
Name/Telephone/Cell/Beeper of Emergency Contact  Have you supplied the required Catalogs and List Price Sheets? YES	

108.	REDHEAD BRASS 1-9 PIECE 10% OFF LIST 10-24 20% OFF 25-49 30% OFF 50+ PIECE 40% OFF LIST
	Discount from current price list%
	Price List NoN/A Date of Price List_1/1/2011
	Warranty 1 YEAR FROM DATE OF PURCHASE
	Stocking Distributor? Yes No X
	Lead time: 1-4 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ 72.00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	TERRIE EVANS 800-321-3501
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
109.	REFLEXITE
	Discount from current price list
	Price List No Date of Price List
	Warranty
	Stocking Distributor? Yes No
	Lead time:
	Hourly rate for repair and service \$(per hour)
	Minimum order (if any) S
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
10.	RICE HYDRO CO.
	Discount from current price list 25 OFF LIST
	Price List No. N/A Date of Price List 1/1/2012
	Warranty 1 YEAR WARRANTY - EXCEPT ON FH3 (5 YEAR)

	Stocking Distributor? Yes X No SOME EXCEPTIONS APPLY SUCH AS SPECIAL ORDER UNITS
	Lead time: FOR STOCK ITEMS, TYPICALLY 24 HOURS
	Hourly rate for repair and service \$ 65.00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order \$N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	ALLISON LENGENFELDER (SALES) 800-245-4777
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
111.	SCBAS
	Discount from current price list 15 OFF LIST %
	Price List No. N/A Date of Price List_11/1/2008
	Warranty 1 YEAR FROM DATE OF PURCHASE
	Stocking Distributor? Yes_X _ No
	Lead time: SOME PRODUCT IS CUSTOM BUILT, SOME CAN SHIP SSME/NEXT DAY
	Hourly rate for repair and service \$ 70.00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	KEN MEANS 309-635-4774
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
12.	SCOTT AVIATION
	Discount from current price list%
	Price List No. Date of Price List
	Warranty
	Stocking Distributor? Yes No
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$

Name/Telephone/Cell/Beeper of Emerg	TO STATE TO
	es and List Price Sheets? YES NO
SECURITEX	
Discount from current price list	%
Price List No	Date of Price List
Warranty	
Stocking Distributor? YesNo	<u></u> x
Lead time:	
Hourly rate for repair and service \$	(per hour)
Minimum order (if any) §	
Handling fee if less than minimum orde	r \$
Name/Telephone/Cell/Beeper of Emerg	ency Contact
	s and List Price Sheets? YES NO
SENSIBLE MOUNTS	
N295-0	FF LIST % ITEMS IN YELLOW 5% OFF
Discount from current price list 15 OF	F LIST % ITEMS IN YELLOW 5% OFF
Discount from current price list 15 OF	Date of Price List_4/1/2009
Discount from current price list 15 OF	Date of Price List_4/1/2009
Discount from current price list 15 OF Price List No. N/A  Varranty LIMITED LIFETIME  Stocking Distributor? Yes No.	Date of Price List_4/1/2009
Discount from current price list 15 OF Price List No. N/A  Varranty LIMITED LIFETIME  Stocking Distributor? Yes No. cad time: 1-2 WEEKS FROM ORE	Date of Price List_4/1/2009  X DER_DATE
Discount from current price list 15 OF Price List No. N/A Varranty LIMITED LIFETIME Stocking Distributor? Yes No. Cad time: 1-2 WEEKS FROM ORE Hourly rate for repair and service \$_N/	Date of Price List_4/1/2009  X DER_DATE  (per hour)
Discount from current price list 15 OF Price List No. N/A  Varranty LIMITED LIFETIME  Stocking Distributor? Yes No.  cad time: 1-2 WEEKS FROM ORE  Stourly rate for repair and service \$N/A	Date of Price List_4/1/2009  X  DER_DATE  (A(per hour)
Discount from current price list 15 OF Price List No. N/A Varranty LIMITED LIFETIME Stocking Distributor? Yes No. Cad time: 1-2 WEEKS FROM ORE Hourly rate for repair and service \$_N/	Date of Price List 4/1/2009  X  DER_DATE  (A (per hour))  \$N/A

115.	SERVUS BOOTS		
	Discount from current price list		
	Price List No Date of Price List		
	Warranty		
	Stocking Distributor? Yes No		
	Lead time:		
	Hourly rate for repair and service \$ (per hour)		
	Minimum order (if any) S		
	Handling fee if less than minimum order \$		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	Have you supplied the required Catalogs and List Price Sheets? YES NO		
116.	SHELBY WOLVERINE SPECIALITY GLOVES		
	Discount from current price list 5 OFF LIST %		
	Price List No. N/A Date of Price List 8/1/2011		
	Warranty 1 YEAR FROM DATE OF PURCHASE		
	Stocking Distributor? Yes No_X_		
	Lead time: 3-4 WEEKS FROM ORDER DATE		
	Hourly rate for repair and service S_N/A_ (per hour)		
	Minimum order (if any) \$ NO MINIMUM FROM TEN-8 STOCK		
	Handling fee if less than minimum order \$ 6 PAIR ON NON STOCK ITEMS		
	Name/Telephone/Cell/Beeper of Emergency Contact		
	TOM RAGAN 800-888-3598		
	Have you supplied the required Catalogs and List Price Sheets? X YES NO		
117.	SNAPTITE ALL AMERICAN HOSE IS THE DIVISION		
	Discount from current price list 40 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF ORDER		
	Price List No. N/A Date of Price List 2/1/2012		
	Warranty 10 YEARS FROM DATE OF PURCHASE		

ITB Number: 12-0806 Stocking Distributor? Yes X No Lead time: 2-5 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPATR Minimum order (if any) \$\ N/A \ NO MINIMUM/\$6000.00 FOR FREE FREIGHT Handling fee if less than minimum order S N/A Name/Telephone/Cell/Beeper of Emergency Contact CHRIS BIGGS 803-687-1098 Have you supplied the required Catalogs and List Price Sheets? X YES NO 118. SNORKEL. Discount from current price list \_\_\_\_\_\_\_\_% Price List No.\_\_\_\_\_ Date of Price List\_\_\_\_\_ Warranty\_\_\_\_ Stocking Distributor? Yes No Lead time: Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 119. SOUTH PARK Discount from current price list 20 OFF LIST % Price List No. N/A Date of Price List 1/1/2012 Warranty 1 YEAR FROM DATE OF PURCHASE Stocking Distributor? Yes No X Lead time: <u>DEPENDS ON THE PART</u> Hourly rate for repair and service \$\_65.00 (per hour) ESTIMATE PRIOR TO REPAIR

Minimum order (if any) \$ N/A

	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Becper of Emergency Contact
	ERICK SCHMIDT 651-455-4510
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
120.	SIGNAL VEHICLE PRODUCTS
	Discount from current price list 20 OFF LIST %
	Price List No. N/A Date of Price List 11/1/2011
	Warranty SEE PRICE LIST FOR WARRANTY INFO
	Stocking Distributor? Yes X No
	Lead time:DEPENDS_ON_THE_PART_
	Hourly rate for repair and service S N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) SN/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	PETE YATES 727-237-5262
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
21.	CLASS ONE (SPAN INSTRUMENTS)
	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 1/1/2012
	Warranty 2 YEARS FROM DATE OF PURCHASE
	Stocking Distributor? Yes X No
	Lead time: 2-4 WEEKS FROM DATE OF ORDER
	Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$_N/A
	Handling fee if less than minimum order \$_N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	RUSS WALKER 352-629-5020
	Have you supplied the required Catalogs and List Price Sheets? X YES NO

122.	SPUMIFER
	Discount from current price list
	Price List No. Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service S (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
123.	SUPERVAC
	Discount from current price list 25 OFF LIST %
	Price List No. N/A Date of Price List 1/1/2012
	Warranty 5 YEARS FROM DATE OF PURCHASE
	Stocking Distributor? YesNo_X
	Lead time: 4-5 WEEKS FROM ORDER_DATE
	Hourly rate for repair and service \$_70,00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order S_N/A_
	Name/Telephone/Cell/Beeper of Emergency Contact
	JON MOORE 800-525-5224
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
124.	TNTTOOLS
	Discount from current price list 2 OFF LIST + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
	Price List No. N/A Date of Price List 4/15/2011
	Warranty_30 DAYS_FROM_DATE_OF_PURCHASE

ITB Number: 12-0806

Stocking Distributor? Yes No X Lead time: 1-2 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact MARK TRUJILLO 303-794-4741 Have you supplied the required Catalogs and List Price Sheets? X YES NO 125. TASK FORCE TIPS Discount from current price list 11 OFF LIST % PARTS 5% OFF LIST Price List No. N/A Date of Price List 5/1/2011 Warranty 5 YEAR LIMITED Stocking Distributor? Yes X No Lead time: 2-4 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ 85.00 (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$ N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact CURIS CARSON 919-815-0081 Have you supplied the required Catalogs and List Price Sheets? X YES NO THOROGOOD BOOTS 126. Discount from current price list 20 OFF LIST % Price List No. N/A Date of Price List 1/23/2012 Warranty 1 YEAR FROM DATE OF PURCHASE Stocking Distributor? Yes X No Lead time: 1 WEEK FROM ORDER DATE Hourly rate for repair and service \$N/A (per hour) Minimum order (if any) \$ N/A

JEFF BURNS 719-337-6690
Have you supplied the required Catalogs and List Price Sheets? X YES NO
STREAMLIGHT
Discount from current price list 40 OFF LIST %
Price List No. N/A Date of Price List_3/1/2012
Warranty_ LIMITED_LIFETIME
Stocking Distributor? Yes_x_No
Lead time: 2 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$_400,00 NO MINIMUM FROM TEN-8 STOCK
Handling fee if less than minimum order \$_30.00
Name/Telephone/Cell/Beeper of Emergency Contact
MITCHELL POE 610-662-7247
Have you supplied the required Catalogs and List Price Sheets? X YES NO
SUPER FLAMEFIGHTER SUPERIOR FLAME FIGHTER
Discount from current price list 25 OFF LIST %
Price List No. N/A Date of Price List 12/1/2011
Warranty LIMITED LIFETIME
Stocking Distributor? YesNo_X_
Lead time: 1 WEEK FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour)
Minimum order (if any) \$N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact

129.	SUPERIOR PNEUMATIC	
	Discount from current price list%	
	Price List No Date of Price List	
	Warranty	
	Stocking Distributor? Yes No	
	Lead time:	
	Hourly rate for repair and service \$(pcr hour)	
	Minimum order (if any) \$	
	Handling fee if less than minimum order \$	
	Name/Telephone/Cell/Beeper of Emergency Contact	
	Have you supplied the required Catalogs and List Price Sheets?	
130.	TASKMASTER	
	Discount from current price list%	
	Price List No Date of Price List	
	Warranty	
	Stocking Distributor? YesNo	
	Lead time:	
	Hourly rate for repair and service \$ (per hour)	
	Minimum order (if any) \$	
	Handling fee if less than minimum order \$	
	Name/Telephone/Cell/Beeper of Emergency Contact	
	Have you supplied the required Catalogs and List Price Sheets?	
31.	TEAM EQUIPMENT	
	Discount from current price list	
	Price List No. Date of Price List	
	Warranty	

Stocking Distributor? Yes\_\_\_\_No\_\_ Lead tîme: \_\_\_\_ Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 132. TELELITE Discount from current price list 5 OFF LIST % Price List No. N/A Date of Price List\_2/1/2011 Warranty LIFETIME ON MFG DEFECTS FOR LIGHTING HONDA PRODUCT 3 YEARS Stocking Distributor? Yes\_\_\_\_No\_X\_\_ Lead time: 1-2 WEEKS FROM ORDER DATE Hourly rate for repair and service \$\_75\_00 \_\_\_\_\_ (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$ 25,00 Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact KEVIN STEEVES 585-733-3863 Have you supplied the required Catalogs and List Price Sheets? X YES NO 133. TEMPEST FANS Discount from current price list 22 OFF LIST % SAWS & PARTS 15% OFF LIST+ FREIGHT TO BE DETERMINED AT TIME OF ORDER Price List No. N/A Date of Price List 1/1/2012 Warranty SEE BACK OF THE CATALOG FOR ALL WARRANTIES OFFERED Stocking Distributor? Yes\_X No\_ Lead time: DEPENDS ON PRODUCT ORDERED BLOWER 3-4 WEEKS PARTS 5-7 DAYS Hourly rate for repair and service \$50.00 (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) S N/A

Handling fee if less than minimum order \$\_\_N/A Name/Telephone/Cell/Beeper of Emergency Contact 800-346-2143 Have you supplied the required Catalogs and List Price Sheets? X YES NO 134. TOMAR Discount from current price list 10 OFF LIST % Price List No. N/A Date of Price List 1/15/2011 Warranty 5 YR. ON MOST LED LIGHTS, 2YR, 5YR, 10 YR STROBE POWER SUPPLIES Stocking Distributor? Yes No X Lead time: 1-2 WEEKS FROM ORDER DATE Hourly rate for repair and service \$ 35.00 (per hour) ESTIMATE PRIOR TO REPAIR Minimum order (if any) \$ N/A Handling fee if less than minimum order \$ N/A Name/Telephone/Cell/Beeper of Emergency Contact CUSTOMER SERVICE DEPARTMENT SILVIA FLORES 800-338-3133 Have you supplied the required Catalogs and List Price Sheets? X YES NO 135. TOPPS Discount from current price list \_\_\_\_\_\_\_% Price List No. \_\_\_\_\_ Date of Price List\_\_\_\_ Warranty Stocking Distributor? Yes\_\_\_No\_\_\_ Hourly rate for repair and service \$\_\_\_\_\_ (per hour) Minimum order (if any) \$ Handling fee if less than minimum order \$\_\_\_\_\_ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO

136.	TURTLE PLASTICS
	Discount from current price list 10 OFF LIST    + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
	Price List No. N/A Date of Price List 7/1/2011
	Warranty 5 YEARS ON TILE LIMITED CRIBBING 50 YEARS LIMITED
	Stocking Distributor? Yes X No
	Lead time: 1 WEEK FROM ORDER DATE
	Hourly rate for repair and service \$N/A (per hour)
	Minimum order (if any) \$_N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	KRISTEN BOYD 440-282-8008 EXT 211
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
137.	UNDERWATER KINETICS
	Discount from current price list%
	Price List No Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service S (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets?YESNO
38.	UNITY LIGHTS
	Discount from current price list %
	Price List No Date of Price List
	Warranty

	Stocking Distributor? Yes No
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order S
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
139.	VANNER
	Discount from current price list 10 OFF LIST %
	Price List No. N/A Date of Price List 3/1/2012
	Warranty 1 YEAR FROM THE DATE OF PURCHASE
	Stocking Distributor? YesNoX_
	Lead time: 3-4 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$_100.00 (per hourESTIMATE PRIOR TO REPAIR
	Minimum order (if any) S_N/A
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	DARLENE DOWELL, 614-771-3510
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
40.	VETTER
	Discount from current price list%
	Price List No Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$

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Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 141. WARRINGTON PRO Price List No.\_\_\_ \_\_\_\_\_ Date of Price List\_\_\_ Warranty Stocking Distributor? Yes\_\_\_\_ No Lead time: Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$ Name/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 142. WATEROUS PUMPS Price List No. F1056-F1076 Date of Price List 3/1/2012 Warranty PUMPS 5 YEARS PARTS 90 DAYS Stocking Distributor? Yes\_X\_No\_\_\_ Lead time: PUMPS 4-6 WEEKS PARTS LEAD TIMES VARY Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ N/A Handling fee if less than minimum order \$\_\_\_N/A Name/Telephone/Cell/Beeper of Emergency Contact MAIN OFFICE 651-450-5000 SERVICE 651-450-5200 Have you supplied the required Catalogs and List Price Sheets? X YES NO

143.	WELDON
	Discount from current price list 20 OFF LIST % PARTS 10% OFF LIST
	Price List No. N/A Date of Price List 3/5/2012
	Warranty 2-5 YEARS ON SELECTED LED LIGHTING 4 YEARS ON VMUX
	Stocking Distributor? YesNo X_
	Lead time: 2-3 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$ 50.00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ 60.00
	Handling fee if less than minimum order \$ 25.00
	Name/Telephone/Cell/Reeper of Emergency Contact
	,E; AMO ROGSBU 330-263-9521 JUSTIN HOWELL 330-464-7707
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
144.	WHELEN ENGINEERING
	Discount from current price list 25 OFF LIST %
	Price List No. PI.12. OWL Date of Price List 12/22/2011 THRU 6/30/2012
	Warranty SEE PRICE SHEET
	Stocking Distributor? Yes X No
	Lead time: DEPENDS ON THE ITEM
	Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$_60.00
	Handling fee if less than minimum order \$ N/A
	Name/Telephone/Cell/Beeper of Emergency Contact
	WHELEN 860-526-9504
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
145.	WILL BURT
	Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
	Price List No. N/A Date of Price List 4/1/2011
	Warranty 2 YEARS FROM DATE OF PURCHASE

	Stocking Distributor? Yes No_X
	Lead time: 2-3 WEEKS FROM ORDER DATE
	Hourly rate for repair and service \$_150.00 (per hour) ESTIMATE PRIOR TO REPAIR
	Minimum order (if any) \$ N/A
	Handling fee if less than minimum order S N/A
	Name/Telephone/Cell/Beoper of Emergency Contact
	JEFF MILLIGAN 330-684-5298
	Have you supplied the required Catalogs and List Price Sheets? X YES NO
146.	WINCO GENERATORS
	Discount from current price list
	Price List No Date of Price List
	Warranty
	Stocking Distributor? YesNo
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$
	Handling fee if less than minimum order \$
	Name/Telephone/Cell/Beeper of Emergency Contact
	Have you supplied the required Catalogs and List Price Sheets? YES NO
47.	WINDSOL.
	Discount from current price list%
	Price List No Date of Price List
	Warranty
	Stocking Distributor? Yes NoNo
	Lead time:
	Hourly rate for repair and service \$ (per hour)
	Minimum order (if any) \$

Have you supplied the required Catalogs and List Price Sheets?  YES  NO
WILLIAMS FOAM
Discount from current price fist ABOVE COST
Price List No. N/A Date of Price List 1/1/2011
Warranty 20 YEARS FROM DATE OF PURCHASE
Stocking Distributor? Yes X No
Lead time: 1 WEEK FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour)
Minimum order (if any) \$ 5 GALLONS
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
DON LEEDY 651-336-1000
Have you supplied the required Catalogs and List Price Sheets? X YES NO
WORDEN
Discount from current price list%
Price List No Date of Price List
Warranty
Stocking Distributor? Yes No
Lead time:
Hourly rate for repair and service S (per hour)
(jiet notif)
Minimum order (if any) \$
Minimum order (if any) \$ Handling fee if less than minimum order \$

ITB Number: 12-0806 150. ZEPHYR Discount from current price list Price List No.\_\_\_\_\_ Date of Price List\_\_\_\_ Warranty Stocking Distributor? Yes \_\_\_\_No\_\_\_ Lead time; Hourly rate for repair and service \$ (per hour) Minimum order (if any) \$\_\_\_\_\_ Handling fee if less than minimum order \$ Namc/Telephone/Cell/Beeper of Emergency Contact Have you supplied the required Catalogs and List Price Sheets? YES NO 151.ZIAMATIC + FREIGHT TO BE DETERMINED AT TIME Discount from current price list 25 OFF LIST % OF THE ORDER Price List No. N/A Date of Price List 1/1/2012 Warranty 90 DAYS FROM DATE OF PURCHASE Stocking Distributor? Yes NoX Lead time: 1-15 DAYS DEPENDS ON THE TTFM Hourly rate for repair and service \$ N/A (per hour) Minimum order (if any) \$ 25.00 Handling fee if less than minimum order \$ 5.00 Name/Telephone/Cell/Becper of Emergency Contact MIKE ADAMS VP 800-711-3473 Have you supplied the required Catalogs and List Price Sheets? X YES NO 152. ZICO + FREIGHT TO BE DETERMINED AT TIME Discount from current price list 25 OFF LIST % OF THE ORDER Price List No. N/A Date of Price List 1/1/2012

Warranty 90 DAYS FROM DATE OF PURCHASE

Stocking Distributor? YesNo_X
Lead time: 1-15 DAYS DEPENDS ON THE ITEM
Hourly rate for repair and service \$\ N/A (per hour)
Minimum order (if any) \$ 25.00
Handling fee if less than minimum order \$5.00
Name/Telephone/Cell/Beeper of Emergency Contact
MIKE ADAMS VP 800-711-3473
Have you supplied the required Catalogs and List Price Sheets? X YES NO
Replacement parts, repair and service not previously noted that your firm may wish to bid (attach additional sheets if necessary).
Part/Repair/Service Bidding: FIRE_COM
Discount from current price list 150FF LIST %
Price List No. N/A Date of Price List 1/1/2012
Warranty 2 YEARS FROM DATE OF PURCHASE
Stocking Distributor? Yes X No
Lead time: 2 WEEKS FROM ORDER DATE
Hourly rate for repair and service S (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$ N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
BARRY JACKSON 859-489-8595
Have you supplied the required Catalogs and List Price Sheets? X YES NO
Will your firm accept Visa? Yes X No

Manufacturer: TRUE NORTH GEAR + FREIGHT TO BE DETERMINED AT TIM	ne:
Discount from current price list 10 OFF LIST % OF THE ORDER	D
Price List No. N/A Date of Price List 1/1/2012	
Warranty LIMITED LIFETIME	
Stocking Distributor? Yes X No	
Lead time: 2 WEEKS FROM ORDER DATE	
Hourly rate for repair and service \$ N/A (per hour)	
Minimum order (if any) \$ N/A	
Handling fee if less than minimum order \$ 5.00 LESS THAN 125.00	
Name/Telephone/Cell/Beeper of Emergency Contact	
DREW MELSON 302-260-1100	
Have you supplied the required Catalogs and List Price Sheets? X YES NO	
Manufacturer: TNT RESCUE TOOLS	
Discount from current price list O % FREIGHT IS INCLUDED	
Price List No. N/A Date of Price List 3/19/2012	
Warranty LIMITED LIFETIME	
Stocking Distributor? YesNo X	
Lead time: 3-4 WEEKS FROM ORDER DATE	
Hourly rate for repair and service \$ N/A (per hour CONTACT DEAN SHEPARD AT SOUTHER	RN
Minimum order (if any) \$_N/ARESCUE_TOOLS	
Handling fee if less than minimum order \$ N/A	
Name/Telephone/Cell/Reeper of Emergency Contact	
DEAN SHEPARD 727-417-4511	
Have you supplied the required Catalogs and List VES	

Manufacturer: CET PUMPS
Discount from current price list 10 OFF LIST * +FREIGHT TO BE DE TERMINED AT TIME OF THE OR DER
Price List No. N/A Date of Price List 3/1/2012
Warranty 2 YEARS ON PUMPS 2 YEARS CAFS 1 YEAR ON SKID UNITS
Stocking Distributor? Yes No_ X
Lead time: 2-4 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$ 400.00
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Becper of Emergency Contact
JERRY HALPIN 845-863-9219
Have you supplied the required Catalogs and List Price Sheets? X YES NO
Manufacturer: KEY FIRE HOSE  Discount from current price list 40 OFF LIST
Price List No. N/A Date of Price List 1/1/2010
Warranty 10 YEAR
Stocking Distributor? Yes_X_No
Lead time: 4-6 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour)
Minimum order (if any) \$ N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
TOBY MATTHEWS 800-447-5666
Have you supplied the required Catalogs and List YES

Manufacturer: EVAC SYSTEMS
Discount from current price list 10 OFF LIST %
Price List No. 21 Date of Price List 1/1/2011
Warranty LIMITED LIFETIME
Stocking Distributor? Yes X No
Lead time: 1-3 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$_ N/A (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$_40.00
Handling fee if less than minimum order \$ 10.00
Name/Telephone/Cell/Beeper of Emergency Contact
LAURIE MCCUNE 309-235-9204
Have you supplied the required Catalogs and List Price Sheets? X YES NO
Manufacturer: FTREADE
Discount from current price list 10 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
Price List No. N/A Date of Price List 2011
WarrantyN/A
Stocking Distributor? Yes X No
Lead time: I WEEK FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour)
Minimum order (if any) \$ N/A 640 GALLON GETS FREE FREIGHT
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Bccpcr of Emergency Contact
JEFFREY SHIRK 770-460-7793
Have you supplied the required Catalons and List VES

Manufacturer: PERFORMANCE ADVANTAGE COMPANY	
Discount from current price list 10 OFF LIST %	
Price List No. N/A Date of Price List 11/15/2011	
Warranty LIMITED LIFETIME	
Stocking Distributor? Ycs_X_No	
Lead time: 1 WEEK FROM ORDER DATE	
Hourly rate for repair and service S N/A (per hour)	
Minimum order (if any) \$ N/A	
Handling fee if less than minimum order \$ N/A	
Name/Telephone/Cell/Beeper of Emergency Contact	
MIKE MCGUTRE 888-786-8785	
Have you supplied the required Catalogs and List Price Sheets? X YES NO	
Manufacturer: JUNK YARD DOG	
Discount from current price list 10 OFF LIST % FREIGHT TO BE DETERMINED AT TIME OF THE ORDER	Æ
Price List No. N/A Date of Price List 1/25/2012	
Warranty LIMITED LIFETIME ON WORKMANSHIP	
Stocking Distributor? Yes No X	
Lead time: 2-4 WEEKS FROM ORDER DATE	
Hourly rate for repair and service \$ N/A (per hour)	
Minimum order (if any) \$ N/A	
Handling fee if less than minimum order \$ N/A	
Name/Telephone/Cell/Beeper of Emergency Contact	
TOM HURD 215-407-6903	
Have you supplied the required Catalogs and List YES	

+ FREIGHT TO BE DETERMINED AT TIME  Discount from current price list 15 OFF LIST % OF THE ORDER  Price List No. N/A Date of Price List 4/1/2011  Warranty 2-5 YEARS ON LED LIGHTS
11.47.404.4
Warranty 2-5 YEARS ON LED LIGHTS
Stocking Distributor? Yes No_ X
Lead time: 1-2 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$ N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
TOH MENG UP 516-909-2692
Have you supplied the required Catalogs and List Price Sheets? X YES NO
Manufacturer: COSMAS BOOTS
Discount from current price list 20 OFF LIST%
Price List No. N/A Date of Price List 1/1/2012
Warranty 3 YEARS FROM DATE OF PURCHASE
Stocking Distributor? Yes_XNo
Lead time; 1-2 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$_N/A (per hour)
Minimum order (if any) SN/A
Handling fee if less than minimum order \$N/A
Name/Telephone/Cell/Beeper of Emergency Contact
MARC BOUCHARD 603-292-6259

YES

Have you supplied the required Catalogs and List

Manufacturer: SAVA TECH
Discount from current price list 25 OFF LIST % FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
Price List No. N/A Date of Price List 2012
Warranty 5 YEAR
Stocking Distributor? YesNoX
Lead time: 1-4 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) S N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
ERIK STEWART 386-760-0796
Have you supplied the required Catalogs and List Price Sheets? X YES NO
Manufacturer: TURBO DRAFT
Discount from current price list 5 OFF LIST % + FREIGHT TO BE DETERMINED AT TIME OF THE ORDER
Price List No. N/A Date of Price List 1/1/2012
Warranty 2 YEAR
Stocking Distributor? Yes X No
Lead time: 1-2 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$N/A (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$_175,00
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
HENRY LOVETT 267-228-6098
Have you supplied the required Catalogs and List YES

Additional Sheet
Manufacturer: RESCUE 42 + FREIGHT TO BE DETERMINED AT TIM
Discount from current price list 5 OFF LIST % OF THE ORDER
Price List NoN/A Date of Price List 1/1/2012
Warranty 5 YEARS ON ALL BUT, STRAPS AND BAGS
Stocking Distributor? YesNo_X
Lead time: 2 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$ N/A
Handling fee if less than minimum order \$ N/A
Name/Telephone/Cell/Beeper of Emergency Contact
LYDIA AGURKIS 888-427-3728
Have you supplied the required Catalogs and List Price Sheets? X YES NO
Manufacturer: EYE SAFETY SYSTEMS
Discount from current price list 5 OFF LIST %
Price List No. N/A Date of Price List 1/1/2012
Warranty 2 YEAR LIMITED
Stocking Distributor? Yes X No
Lead time: 1-4 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$ N/A (per hour)
Minimum order (if any) \$ 325,00
Handling fee if less than minimum order \$15.00
Name/Telephone/Cell/Becpur of Emergency Contact
ERIN MORIATY 208-726-4072 EXT 3701
Have you supplied the required Catalogs and List YES

Manufacturer: CREW BOSS
Discount from current price list 10 OFF LIST % OF THE ORDER
Price List No. N/A Date of Price List 1/1/2012
Warranty 1 YEAR FROM DATE OF PURCHASE
Stocking Distributor? Yes_X No
Lead time: 4 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$N/A(per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$ 550.00
Handling fee if less than minimum order \$15.00
Name/Telephone/Cell/Becper of Emergency Contact
RYAN DAVISON 541-731-9146
Have you supplied the required Catalogs and List Price Sheets? X YES NO  Manufacturer: LEADER NO RTH AMERICA  Discount from current price list 25 OFF LIST %  Price List No. N/A Date of Price List 12/2011
Warranty 6 YEAR 2 YEAR ON HONDA MOTORS ONLY
Stocking Distributor? Yesx No
Lead time: 2-4 WEEKS FROM ORDER DATE
Hourly rate for repair and service \$N/A (per hour) ESTIMATE PRIOR TO REPAIR
Minimum order (if any) \$_N/A
Handling fee if less than minimum order \$ NA/
Name/Telephone/Cell/Beeper of Emergency Contact
CHRIS FOX 704-348-6720
Have you supplied the required Catalogs and List YES

YES

Manufacturer: RESCUE TECHNOLOGY	
Discount from current price list 5 OFF LIST # FREIGHT TO BE DETERMINED AT OF THE ORDER	TIME
Price List No. N/A Date of Price List 1/27/2012	
Warranty LIMITED TO (1) YEAR	
Stocking Distributor? Yes X No	
Lead time: 1-12 WEEK FROM ORDER DATE	
Hourly rate for repair and service \$ N/A (per hour) ESTIMATE PRIOR TO REPAIR	3
Minimum order (if any) S 125,00	
Handling fee if less than minimum order \$ 15.00	
Name/Telephone/Cell/Beeper of Emergency Contact	
BERNARD HAYNE 770-832-9694	
Have you supplied the required Catalogs and List Price Sheets? X YES NO	
Manufacturer: NATIONAL FOAM  Discount from current price list 20 OFF LIST % +FREIGHT TO BE DETERMINED AT  OF THE O RDER	TIME
Price List No. N/A Date of Price List 2/1/2011	
WarrantyLIMITED	
Stocking Distributor? Yes No X	
Lead time: 1 WEEK FROM ORDER DATE	
Hourly rate for repair and service S N/A (per hour)	
Minimum order (if any) \$ 125.00	
Handling fee if less than minimum order \$ N/A	
Name/Telephone/Cell/Beeper of Emergency Contact	
CHRIS CARSON 919-815-0081	
Have you supplied the required Catalogs and List YES	

By Signing this Bid the Bidder Attests and Certifics that: It satisfies all legal requirements (as an entity) to do business with the County. The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract. The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation. Certification Regarding Acceptance of County Electronic Payable Process Vendor will accept payment using the County's VISA- based electronic payment system: XYes No Purchasing Agreements with Other Government Agencies This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. Yes No (Check one) Certification Regarding Felony Conviction Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? Yes X No (Check one) Conflict of Interest Disclosure Certification Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. DUNS Number (Insert if this action involves a federal funded project): 03-968-0376 General Vendor Information and Bid Signature: Firm Name: TEN-8 FIRE EQUIPMENT, INC. Street Address: 2904 59TH AVENUE DRIVE EAST BRADENTON, FL 34203 Mailing Address (if different): Telephone No.: (800) 228-8368 Fax No.: (941)756-2598 E-mail: info@ten8fire.com FEIN No. Prompt Payment Terms: Signature: Date: Print Name: Monte Sims Award of Contract by the County: (Official Use Only) By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

1TB Number: 12-0806

#### 91

Printed name: Roseann Johnson Title Str. Contracting Office

Signature of authorized County official: Resiann Johnsone:

Purchase Order Number assigned to this contract for billing purposes:

Pre-qualified pool vendor based on price

Primary vendor for items;

Other status:

Vendor awarded as: Sole vendor

Pre-qualified pool vendor (spot bid)

Secondary vendor for items:

### THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

#### WORK REFERENCES

Agency	VOLUSIA COUNTY FIRE SERVICE					
Address	125 W. NEW YORK AVENUE, SUITE 220					
City,State,ZIP	DELAND, FL 32720					
Cuntact Person VANN CADE						
Telephone 386-527-6613						
Date(s) of Service	ON-GOING					
Type of Service	EQUIPMENT AND APPARATUS					
Comments						

Agency	OSCEOLA COUNTY FIRE SERVICES					
Address 320 N. BEAUMONT AVENUE						
City,State,ZIP KISSIMMEE, FL 34741						
Contact Person	TERIA KNICKERBOCKER					
Telephone	321-624-8176					
Date(s) of Service ON- GOING						
Type of Service	EQUIPMENT AND APPARATUS					
Comments:						

Agency	ORANGE COUNTY FIRE SERVICE						
Address	ss 4400 VINELAND ROAD						
City,State,ZIP	RLANDO, FL 32811						
Contact Person	HECTOR ACEVEDO						
Telephone	407-836-8243						
Date(s) of Service	ON-GOING						
Type of Service	MISC. EQUIPMENT						
Comments:							

ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/07/12

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(los) 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 fleu of such endorsement(s).

941-484-0681 Gifford-Heiden Ins Inc PHONE (A/C, No. Ext): E-MAIL FAX (AC, No): 941-485-3835 P. O. Box 428 Venice, FL 34284 Russ Gifford ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Valley Forge Insurance Co 20508 Ten-8 Fire Equipment Inc & Ten 8 Fire & Safety Equipment INSURED INSURER B : National Fire Ins Co 20478 INSURER C : Confinental Castralty Co 20443 of Georgia, LLC 2904 59th Ave Dr E INSURER D : Bradenton, FL 34203 INSURER E :

co			

#### 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.

INSURER F:

NSR LTR	TYPE OF INSURANCE		TYPE OF INSURANCE		IDLISUBR POLICY NUMBER POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY)		LIMIT	LIMITS		
	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY  CLAIMS MADE X OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER		1 200	2091595545		07/30/12	EACH OCCURRENCE	\$	1,000,000	
A					07/30/11		DAMAGE TO RENTED PREMISES (Ea popurrence)	\$	100,000	
							MED EXP (Any one person)	\$	5,000	
					/1		PERSONAL & ADV INJURY	s	1,000,000	
					- 1		GENERAL AGGREGATE	8	2,000,000	
							PRODUCTS + COMP/OP AGG	\$	2,000,000	
	POLICY X PRO-	1					Emp Ben.	\$	1/2000000	
	AUTOMOBILE LIABILITY	х	x	X 2071988532		07/30/12	COMBINED SINGLE LIMIT (Es accident)	5	1,000,000	
В					07/30/11		BODILY INJURY (Per person)	8		
							BODILY INJURY (Per socident)	\$		
1	X HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE.	\$		
	X PIP \$10000						II at assuming	5		
	X UMBRELLALIAB X OCCUR		X 2048055914			EACH OCCURRENCE	\$	3,000,000		
C	EXCESS LIAB CLAIMS-MADE	эв Х		2048055914	07/30/11	07/30/12	AGGREGATE	\$	3,000,000	
	DED X RETENTIONS 10000							5		
	WORKERS COMPENSATION			2067574121	01/01/12	01/01/13	X WOSTATU OTH-			
Α	AND EMPLOYERS' LIABILITY ANY PROPRIETOR PARTNERS XECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory In NH) If yos, describe under DESCRIPTION OF OPERATIONS below		206				E.L. EACH ACCIDENT	\$	1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	
							E.L. DISEASE - POLICY LIMIT	s	1,000,000	
В	Garage Liab			2071988532	07/30/11	07/30/12	Occ/Agg	/11	1m/2n	
В				2071988632	07/30/11	07/30/12	GKLL		1,600,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Altach ACORO 101, Additional Remarks Schedule, If more space is required)
Lake County, A Political subdivision of the State of Florida, and the Board
of County Commissioners are included as additional insured as their
interest may appear on all applicable liability policies.

CERTIFICATE HOLDER

CANCELLATION

LAKE015

Lake County, A Political Subdivision of the State of FL & the Board of County Comm PO BOX 7800 TAVARES, FL 32778-7800 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZEO REPRESENTATIVE

Rus Singer



#### City of Bunnell, Florida

#### Agenda Item No. C.6.

Document Date: 4/11/2017 Amount: 11,000

Department: Utilities Account #: 401.0535.535.3400

Renewal of contract with Ormond Septic Systems for sludge hauling from the

Subject: Wastewater Treatment Plant to a permitted and approved disposal site provided by the

vendor

Agenda Section: Consent Agenda:

ATTACHMENTS:

Description

Contract renewal Cover Memo

#### **Summary/Highlights:**

Our contract for hauling and treatment of bio solids is up for renewal. These services need to be performed regularly from the Wastewater Treatment Plant.

#### **Background:**

A contract was entered into with Ormond Septic Systems on March 23, 2015 for sludge hauling to include pick up, transport and disposal of one (1) 30 yard box of 10-15% digester solids as needed for one (1) year.

#### **Staff Recommendation:**

Approve the renewal of the contract for sludge hauling with Ormond Septic Systems at a price of \$1100.00 per load.

#### **City Attorney Review:**

Reviewed and approved.

#### **Finance Department Review/Recommendation:**

The Department's budget has sufficient funds for this request.

#### RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT

THIS RENEWAL OF ORMOND SEPTIC SYSTEMS CONTRACT ("Amendment") is made this 24th day of April, 2017 ("Effective Date") by and between Ormond Septic Systems, a Florida corporation, ("Contractor"), and the City of Bunnell, Florida, ("City") (referred to collectively as the "Parties").

#### WITNESSETH

WHEREAS, the City of Bunnell entered into that certain Contract dated March 23, 2015 with the Contractor, a copy of which is attached hereto as Exhibit "A" (the "Ormond Septic Systems Contract"); and

WHEREAS, the Parties wish to renew such contract.

**NOW, THEREFORE,** in consideration of the promises and the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree as follows:

1. The parties hereby agree to renew the Ormond Septic Systems Contract for a one year term at a rate of \$1,100.00 per load hauled commencing on the Contract Renewal Date of April 24, 2017.

**IN WITNESS WHEREOF,** the Parties have executed this Amendment as of the day and year first above written.

Contractor	City of Bunnell, Florida
By: JOHN FRUGOLI Title: OPERATIONS MANAGER	By: Catherine D. Robinson, Mayor
Approved as to form and legality for the City of Bunnell	ATTEST:
Wade C. Vose, City Attorney	Sandra Bolser, City Clerk



#### CONTRACT

THIS CONTRACT, made this day 23<sup>rd</sup> of March 2015, by and between the City of Bunnell, Florida, a Florida municipal corporation, hereinafter called the "CITY" and Ormond Septic Systems, a Florida corporation, hereinafter called "CONTRACTOR",

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The CONTRACTOR will provide services for the proper collection and transport of domestic wastewater treatment residuals (Sludge) in full compliance with Chapter 62-640, 62-600 and 62-601 of the Florida Administrative Code, as presently written or modified, as well as any and all other applicable Federal, State or Local laws. Collection shall be from the CITY's wastewater treatment plant(s). Such services shall include:
  - Pick up and transport of the City's 30 yard dewatering box and dispose of at an approved FDEP site.
  - · Rinse box out of residuals.
  - Return box to the City's Wastewater treatment plant.
  - Provide a turnaround time of 2 ½ hours to insure dewatering box can be immediately placed back in service.
- 2. The CONTRACTOR will furnish all the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described herein.
- The CONTRACTOR will commence with the work required within 10 calendar days after the
  date of the NOTICE TO PROCEED. This CONTRACT, fully executed, will serve as Notice to
  Proceed.
- 4. The CONTRACTOR agrees to charge and the CITY shall pay for such services, at the rate of \$950.00 per load hauled.
- 5. The scope of this CONTRACT will be for hauling wastewater treatment residuals (sludge) on a "Will Call" basis.
- 6. No deviation from the CONTRACT Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.
- 7. INDEMNIFICATION AND HOLD HARMLESS:

CONTRACTOR agrees to indemnify and hold the CITY, its agents, employees and officials, harmless from and against legal liability for all judgments, losses, damages, and expenses to the

extent such judgments, losses, damages or expenses are caused by the CONTRACTOR'S negligent acts, errors, or omissions arising out of CONTRACTOR'S performance of, or in any way connected with, CONTRACTOR'S services as forth in this CONTRACT. Upon completion of all services, obligations, and duties, provided for in this CONTRACT, or if this CONTRACT is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this CONTRACT shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient.

#### 8. INSURANCE:

During the performance of the services under this CONTRACT, CONTRACTOR shall maintain the following insurance:

Comprehensive General Liability Insurance for all operations including, but not limited to, contractual, products and completed operations, and personal injury. The limits shall be not less than \$500,000 Combined Single Limits (CSL) or its equivalent.

Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles for limits of not less than \$500,000 Combined Single Limits (CSL) or its equivalent.

Workers' Compensation Insurance for all employees at the work location and, if subcontracted, subcontractor to provide Worker's Compensation for all its employees. The limits shall be in accordance with statutory requirements and Employers' Liability Insurance, and \$1,000,000 for Employers' Liability.

CITY shall be provided Certificates of Insurance prior to commencing operations under this CONTRACT as verification of such coverage. The insurance shall contain a provision which forbids any changes or material alterations in the coverage without providing thirty (30) days prior written notice to the CITY. The CITY shall further be added as an additional insured.

#### 9. TERM AND RENEWAL:

This CONTRACT is for a one (1) year period from the date above. This CONTRACT may be renewed yearly upon mutual agreement from both parties for a maximum of three (3) years.

#### 10. TERMINATION FOR CAUSE:

The obligation to provide further services under this CONTRACT may be terminated by either party upon three (3) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

#### 11. TERMINATION WITHOUT CAUSE:

The CITY may cancel this CONTRACT, with or without cause, upon at least five (5) days prior written notice to the other party. In the event of such termination, CONTRACTOR shall be paid for all sludge removed in accordance with the terms of this CONTRACT at the rate set forth in

#### Paragraph 4 of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this CONTRACT incounterparts each of which shall be deemed an original on the date first above written.

(SEAL)

Janara Dois

Sandra Bolser, City Clerk

**ATTEST** 

CITY:

CITY OF BUNNELL

a Londonal :

Catherine D. Robinson, Mayor

CONTRACTOR:

**Ormond Septic Systems** 

Ву:

Name: GREGORY BTHOMPSON

Title: PRESIDENT

APPROVED AS TO FORM & CONTENT

Vose Esq., City Attorney



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/1/2015

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(les) 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 line of such endorsement(s).

CE	rtificate holder in lieu of such en	dorsem	ent(s	).							
PRODUCER					CONTACT Jacqueline Allen						
LRA Insurance				PHONE (A/C, No. Ext): (407) 838-3445 FAX (A/C, No.): (407) 838-3460							
498 S Lake Destiny Rd			E-MAIL ADDRESS: jallen@lrainsurance.com								
						IN	SURER(S) AFFOR	RDING COVERAGE		^	NAIC #
or	ando FL	3281	0		INSURI	ERA:Westf	ield Ins	urance Comp	any	H	24112
INSU	RED				INSUR	ERB:					
Ray	co Funding & Develop	ment,	Ind	з.	INSURI	ERC:					
DBZ	a: Ormond Septic Syste	ems			INSURI	ERD:					
500	Walker St				INSURI	ERE:			7		
Ho.	ly Hill FL	3211	7		INSURI	ERF:					
		ERTIF	CAT	E NUMBER:14/15				REVISION NUM	BER:		
IN CE EX	IS IS TO CERTIFY THAT THE POLIC DICATED. NOTWITHSTANDING ANY ERTIFICATE MAY BE ISSUED OR M CLUSIONS AND CONDITIONS OF SU	REQUI	REME TAIN, ICIES	NT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER IS DESCRIBED PAID CLAIMS	DOCUMENT WITH D HEREIN IS SUB	RESPEC	CT TO	WHICH THIS
NSR LTR	TYPE OF INSURANCE	ADD	LISUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	s	
	GENERAL LIABILITY	2111						EACH OCCURRENCE		\$	1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTEL PREMISES (Ea occur	rence)	\$	150,000
A	CLAIMS-MADE X OCCUR			CWP0521068		7/14/2014	7/14/2015	MED EXP (Any one pe	erson)	\$	1,000
l		_						PERSONAL & ADV IN	JURY	\$	1,000,000
ļ								GENERAL AGGREGA	ATE .	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/		\$	2,000,000
	X POLICY PRO- JECT LOC							COMBINED SINCLE I		\$	
	AUTOMOBILE LIABILITY		1					COMBINED SINGLE L (Ea accident)		\$	500,000
A	X ANY AUTO SCHEDULED		1	CWP0521068		7/14/2014	7/14/0015	BODILY INJURY (Per		\$	
	AUTOS AUTOS NON-OWNED			CWP0521068		7/14/2014	1/14/2015	BODILY INJURY (Per PROPERTY DAMAGE	-	\$	
-	HIRED AUTOS AUTOS							(Per accident)		\$	
			-					Medical payments		\$	5,000
-	UMBRELLA LIAB OCCUR		1					EACH OCCURRENCE		\$	
-	EXCESS LIAB CLAIMS-M	ADE	1					AGGREGATE		\$	
_	DED RETENTION \$ WORKERS COMPENSATION	_	-					WC STATUL		\$	
	AND EMPLOYERS' LIABILITY	IN						WC STATU- TORY LIMITS	OTH- ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE COFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT		\$	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	92						E.L. DISEASE - EA EN		-	
-	DESCRIPTION OF OPERATIONS below		-					E.L. DISEASE - POLIC	Y LIMIT	\$	
Cit	RPTION OF OPERATIONS / LOCATIONS / VE y of Bunnell is named a	add:	Attach Ltio	nal insured with r	espe	ts to th	s required) .e General	Liability o	covera	ge.	Ten days
not	ice of cancellation for	non p	paym	ent of premium app	lies	•				_	
		0.	2000	One-							- 1
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	TEICATE UOLDES				CANO	ELLATION					
CER	TIFICATE HOLDER			100	CANC	ELLATION					
	City of Bunnell Utilities Departmen				THE	EXPIRATION ORDANCE WI	DATE THE	ESCRIBED POLICIE REOF, NOTICE 1 Y PROVISIONS.			
	201 W. Moody Blvd.	75			AUTHOR	RIZED REPRESE	NTATIVE				
	Bunnell, FL 32110										
E			B Tomlinson/DCOGGO								

ACORD 25 (2010/05)

INS025 (201005).01

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Form W-9 (Rev. December 2014)

(Rev. December 2014) Department of the Treasury Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

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

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.									
RAYCO FUNDING & DEVELOPMENT, INC.										
%	2 Business name/disregarded entity name, if different from above						C			
ge	ORMOND SEPTIC SYSTEMS									
ba	3 Check appropriate box for federal tax classification; check only one of the fe	ollowing seven hoxes:			4 E	emptio	ons (coc	les appl	v only to	,
9	☐ Individual/sole proprietor or ☐ C Corporation ✓ S Corporat		☐ Trus	Trust/estate certain entities, not indivinstructions on page 3):			individu			
oe	single-member LLC				Evernat navina anda (if an			170000		
eti ç	Limited liability company. Enter the tax classification (C=C corporation, S	in the second of			Ever	8 8 8		2 20	nortina	
Print or type Specific Instructions on page	Note. For a single-member LLC that is disregarded, do not check LLC; cl the tax classification of the single-member owner.	neck the appropriate box in	the line a	the line above for code (if any)			TOATEL	orting		
Pri	☐ Other (see instructions) ▶	er (see instructions) ▶				s to acco	unts maint	eined outsid	do the U.S.)	1
_ iši	5 Address (number, street, and apt. or suite no.)	, street, and apt. or suite no.)				uester's name and address (optional)				
bed	500 WALKER STREET									
ဇ	6 City, state, and ZIP code		-							
See	HOLLY HILL, FL 32117									
1	7 List account number(s) here (optional)		-							
Par	Taxpayer Identification Number (TIN)									_
Entery	our TIN in the appropriate box. The TIN provided must match the nan	ne given on line 1 to avo	oid	Social	security	numbe	r			
backu	withholding. For individuals, this is generally your social security num	nber (SSN). However, fo	ora Ē			П			TT	T
	nt alien, sole proprietor, or disregarded entity, see the Part I instruction				-	Ш	-			- 1
	s, it is your employer identification number (EIN). If you do not have a r page 3.	lumber, see now to get		r						
	If the account is in more than one name, see the instructions for line 1	and the chart on page	-		er identi	ficatio	n numb	er		
guideli	nes on whose number to enter.	and the chart on page	Г	T		П	T	$\top$	T	
				5 9	-   2	8	4 6	1 9	7	
Part	II Certification									
7707 93	penalties of perjury, I certify that:									-
	number shown on this form is my correct taxpayer identification num	her (or I am waiting for	a numbe	r to be	issued:	to me	· and			
	not subject to backup withholding because: (a) I am exempt from ba									
Sen	vice (IRS) that I am subject to backup withholding as a result of a failur onger subject to backup withholding; and	re to report all interest of	or divider	nds, or	(c) the l	RS ha	s notifie	ed me t	venue that I ar	m
	200 S									
	a U.S. citizen or other U.S. person (defined below); and			one an						
	FATCA code(s) entered on this form (if any) indicating that I am exemp									
becaus	eation instructions. You must cross out item 2 above if you have bee e you have failed to report all interest and dividends on your tax return	n notified by the IRS tha	at you ar	e curre	ently sub	ject to	backu	p with	holding	į.
interest	paid, acquisition or abandonment of secured property, cancellation of	of debt, contributions to	an indiv	idual re	etiremen	t arrai	aemer	at (IRA)	and	
general	ly, payments other than interest and dividends, you are not required to	o sign the certification,	but you r	must p	rovide y	our co	rrect T	IN. Sec	the	
-	ions on page 3.									_
Sign Here	Signature of .			7						
Here	U.S. person > 100011 Swindin	no Dat	e► j	5-3	1-15					
Gene	eral Instructions	Form 1098 (home mort (tuition)	gage inter	rest), 10	98-E (stu	dent lo	an inter	est), 109	7-8E	
Section i	references are to the Internal Revenue Code unless otherwise noted.	Form 1099-C (canceled)	debt)							
Future d	levelopments. Information about developments affecting Form W-9 (such ation enacted after we release it) is at www.irs.gov/fw9.	Form 1099-A (acquisition)		ndonme	ent of sec	ured pi	operty)			
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Use Form W-9 only if y		J.S. pe	son (incl	ıding a	residen	t alien),	to	
50 100000 BY 100	se of Form	provide your correct TIN.  If you do not return Form W-9 to the requester with a TIN, you might be subject								
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)									subject	
which may be your social security number (SSN), individual taxpayer identification  By signing			By signing the filled-out form, you:							
identifica	ITIN), adoption taxpayer identification number (ATIN), or employer tion number (EIN), to report on an information return the amount paid to	1. Certify that the TIN y	ou are giv	ing is c	orrect (or	you ar	e waitin	g for a r	number	
you, or other amount reportable on an information return. Examples of information							200203			
returns include, but are not limited to, the following:  • Form 1099-INT (interest earned or paid)  2. Certify that you are not some some some some some some some some					경기장에 되었습니다	W-100000			2022-15	
• Form 1099-DIV (dividends, including those from stocks or mutual funds) applicable, you are also certifying					U.S. per	son, yo	our alloc	able sha	are of	
	099-MISC (various types of income, prizes, awards, or gross proceeds)	any partnership income fi	rom a U.S	. trade	or busine	ss is no	ot subject	ct to the		
	099-B (stock or mutual fund sales and certain other transactions by	withholding tax on foreign 4. Certify that FATCA or								
brokers) exempt from the FATCA repo					ode(s) entered on this form (if any) indicating that you are eporting, is correct. See What is FATCA reporting? on					
	Form 1099-S (proceeds from real estate transactions) page 2 for further information.									
<ul> <li>Form 10</li> </ul>	099-K (merchant card and third party network transactions)									



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2015

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 the terms and conditions of the policy, cer certificate holder in lieu of such endorsen	rtain policies may require an e	olicy(ies) must be endorsed. If s ndorsement. A statement on thi	SUBROGATION IS WAIVED, sul s certificate does not confer ri	oject to ghts to the			
PRODUCER		CONTACT 888-925-2990					
Stonehenge Insurance Solutions, Inc. 300 Avenue of the Champions Ste. 222		PHONE (A/C, No, Ext): 561-746-5027  E-MAIL ADDRESS: certs@progressiveemployer.com					
Palm Beach Gardens, FL 33418							
		INSURER(S) AFFOR		NAIC#			
INSURED	A. A. C.	INSURER A :Technology Insurance Co	mpany, Inc.	42376			
Progressive Employer Management Co, Inc. and all its	s affiliates and subsidiaries	INSURER B:					
For Co-employees of RAYCO FUNDING AND DEVEL Ormond Septic Systems	OPMENT, INCORPORATED dba:	INSURER D:					
6407 Parkland Dr. Sarasota, FL 34243		INSURER E :					
	ICATE NUMBER:GLQENK47	INSURER F:	REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF IN	A service of the property of t	BEEN ISSUED TO THE INSURED NA		ERIOD			
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			GENERAL AGGREGATE \$				
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POLICY PRO- JECT LOC			s				
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A WORKERS COMPENSATION	TWC3431595	09/15/2014 10/01/2015	X WC STATU- OTH- TORY LIMITS ER				
AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE		1 1	E.L. EACH ACCIDENT \$	1,000,000			
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	1		E.L. DISEASE - EA EMPLOYEE \$	1,000,000			
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$	1,000,000			
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CERTIFICATE HOLDER		CANCELLATION					
		SHOULD ANY OF THE ABOVE DE	SCRIBED POLICIES BE CANCELL F, NOTICE WILL BE DELIVERED IN PROVISIONS.	ED BEFORE			
City of Bunnell		AUTHORIZED REPRESENTATIVE	, e				
201 West Moody Boulevard Bunnell, FL 32110		en menore se men de mitoria como en construente de la Maria de Maria de Maria de Maria de Maria de Maria de Ma	Jake				

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#### City of Bunnell, Florida

#### Agenda Item No. C.7.

Document Date: 4/18/2017 Amount: 0

Department: Police Account #: N/A

Subject: Request to declare Police Department Surplus Property

Agenda Section: Consent Agenda:

#### **ATTACHMENTS:**

Description

City of Bunnell Declaration of Surplus Property

Cover Memo
Florida Statute 274.05

Cover Memo

#### **Summary/Highlights:**

Declare ten (10) obsolete/non-working digital video recorder flashlights as surplus (see attached Declaration of Surplus property).

#### **Background:**

Purchased in 2013 through a JAG grant. Per grant specifications, the flashlights can be disposed of per Florida Statute 274.05 (see attachment).

#### **Staff Recommendation:**

Chief Foster recommends approving surplus property.

#### **City Attorney Review:**

**Finance Department Review/Recommendation:** 

## CITY OF BUNNELL DECLARATION OF SURPLUS PROPERTY

Police	
Department /	
1- pt	4/17/2017
Director Signature	Date
I hereby declare the below listed items are either ob	solete, unfit for use , or are generally no longer needed by this department.

		INVENTORY TAG	CONDITION Excellent (But no longer needed), Good, Poor,	ESTIMATED
ITEM DESCRIPTION	SERIAL/MODEL NUMBER	NUMBER	Scrap	VALUE
LumenCam Flashlights - Ten (10)	Digital Video Recorder Flashlight	N/A	Scrap	\$0.00
				·
4				
6				
* .		_		
9				
·				

Select Year: 2016 V

2016 🗸 Go

#### The 2016 Florida Statutes

<u>Title XVIII</u> PUBLIC LANDS AND

**PROPERTY** 

Chapter 274

View Entire Chapter

TANGIBLE PERSONAL PROPERTY OWNED BY

LOCAL GOVERNMENTS

274.05 Surplus property. - A governmental unit shall have discretion to classify as surplus any of its property, which property is not otherwise lawfully disposed of, that is obsolete or the continued use of which is uneconomical or inefficient, or which serves no useful function. Within the reasonable exercise of its discretion and having consideration for the best interests of the county or district, the value and condition of property classified as surplus, and the probability of such property's being desired by the prospective bidder or donee to whom offered, the governmental unit may offer surplus property to other governmental units in the county or district for sale or donation or may offer the property to private nonprofit agencies as defined in s. 273.01(3) by sale or donation. If the surplus property is offered for sale and no acceptable bid is received within a reasonable time, the governmental unit shall offer such property to such other governmental units or private nonprofit agencies as determined by the governmental units on the basis of the foregoing criteria. Such offer shall disclose the value and condition of the property. The best bid shall be accepted by the governmental unit offering such surplus property. The cost of transferring the property shall be paid by the governmental unit or the private nonprofit agency purchasing or receiving the donation of the surplus property.

History.—s. 5, ch. 59-163; s. 21, ch. 94-226; s. 6, ch. 96-209; s. 1, ch. 96-236.

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#### City of Bunnell, Florida

#### Agenda Item No. E.1.

Document Date: 4/4/2017 Amount: N/A
Department: Community Development Account #: N/A

Subject: Ordinance 2017-10: Amending Code of Ordinance Section 6-1 Consumption in public

places - First Reading

Agenda Section: Ordinances: (Legislative):

**ATTACHMENTS:** 

Description

Proposed Ordinance Ordinance

#### **Summary/Highlights:**

This is a request to amend the Code of Ordinance regarding the regulations for the consumption of alcohol in public places.

#### **Background:**

During the March 27, 2017 City Commission workshop, this section of the Code of Ordinance was identified as needing revision.

The proposed ordinance:

- Clarifies language about prohibiting the possession and consumption of alcohol in public parks and public recreation areas.
- Provides new language about possessing open containers on public streets, sidewalks, and right-ofways.
- Provides an exemption for the sale, consumption or possession of alcoholic beverages in public places when a special event permit has been issued by the City.

Following the workshop, staff researched consumption of alcohol regulations in a number of different jurisdictions. The jurisdictions ranged from similar in size to Bunnell to medium and large jurisdictions. All jurisdictions prohibited consuming and possession open containers and alcoholic beverages on public streets, sidewalks, alleys, and rights-of-way. One of the larger jurisdictions did have an exemption for a specific commercial corridor. Some jurisdictions went as far as to prohibit the consumption and possession of open containers and alcoholic beverages in private parking lots too.

#### **Staff Recommendation:**

Approval Ordinance 2017-10 Amending Code of Ordinance Section 6-1 Consumption in public places. - First Reading.

#### **City Attorney Review:**

Per background above, open container regulations were reviewed for jurisdictions throughout Florida. Other than exemptions for designated commercial corridors and special event permits, regulations did not contain any "de minimus" exception, likely because of concerns that such an exception could complicate enforcement, yield unintended loopholes, and possibly constrain law enforcement officer discretion in a manner contrary to the intent of the exemption. Reviewed and approved.

#### Finance Department Review/Recommendation:

#### **ORDINANCE 2017-10**

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCE SECTION 6-1 CONSUMPTION IN PUBLIC PLACES; PROVIDING FOR EXCEPTIONS; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Chapters 166 and 163, Florida Statutes, include authority to enact regulations to protect the health, safety and welfare, and interests of the citizens of the City; and

**WHEREAS**, the Code of Ordinance contains regulations regarding the consumption of alcoholic beverages in public places; and

WHEREAS, said regulations are in need of revision; and

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

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

**WHEREAS**, for purposes of this Ordinance, <u>underlined</u> type shall constitute additions to the original text, \*\*\* shall constitute ellipses to the original text and <del>strikethrough</del> shall constitute deletions to the original text.

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

#### Section 1.

The Bunnell Code of Ordinances Section 6-1, is hereby amended as follows:

#### Sec. 6-1. - Consumption in public places; exceptions.

- (a) It shall be unlawful for any person to consume or and for any person, other than a licensed beverage salesman or agent, to carry or otherwise have in his or her possession in any eup, open can, cup or other unsealed or open or unsealed container any alcoholic beverage in any public park or public the eity recreational area known as the football field or on any the public streets, sidewalks or and alleys within the city.
- (b) The section shall not apply when a special event permit has been issued by the City which includes the authorization for the sale, consumption or possession of alcoholic beverages within a designated area for open containers during the special event being held in any public park, recreation area, street, sidewalk or other public facility for a specific time period during the event or for the duration of the special event. The sponsor of the event or vendor at the event must have a valid alcohol license issued by the Florida Department of Business and Professional Regulation.

(c) This section does not apply to conduct prohibited by F.S. § 316.1936.

#### **Section 2. Implementing Administrative Actions.**

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

#### Section 3. Codification.

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

#### Section 4. Conflicts.

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

#### Section 5. Severability.

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

# Section 6. Effective Date. This Ordinance shall take effect immediately upon enactment. First Reading: approved on this 24<sup>th</sup> day of April 2017. Second Reading: adopted on this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2017. CITY COMMISSION, City of Bunnell, Florida. By: \_\_\_\_\_\_ Catherine D. Robinson, Mayor Approved for form and content by: Wade Vose, City Attorney Attest: Sandra Bolser, City Clerk

Seal:



#### City of Bunnell, Florida

#### Agenda Item No. H.1.

Document Date: 4/11/2017 Amount: N/A
Department: Finance Account #: N/A

Subject: Interlocal Agreement with Flagler County School Board for use of Versie Lee Mitchell

Center

Agenda Section: New Business:

#### **ATTACHMENTS:**

Description

FCSB Interlocal agreement with changes highlighted

Cover Memo

Cover Memo

Cover Memo

#### **Summary/Highlights:**

Authorize a Interlocal Agreement request with Flagler County School Board for the use of the Versie Lee Mitchell Community Center for the Summer Food Lunch Service.

#### **Background:**

From June 5, 2017 through July 28,2017, the School District administers the Summer Food Service Program, an extension of the National School Lunch Program, a federal grant program whereby no-cost hot nutritional meals are provided to children in the community.

The School District has limited funding and requested a waiver of the facility rental fees last year. The School District agreed to pay the actual costs of operation of the Versie Lee Mitchell Community Center during the times and dates requested. An interlocal agreement was excuted last year, but it expired in one year. The update agreement provides for the agreement to continue from year to year unless the agreement is terminated by either party.

#### **Staff Recommendation:**

Approval of the Interlocal Agreement with the Flagler County School District for the use of Versie Lee Mitchell Community Center for the Summer Food Lunch Service.

#### **City Attorney Review:**

Reviewed and approved.

#### **Finance Department Review/Recommendation:**

Recommend approval of interlocal agreement.

#### INTERLOCAL AGREEMENT

# CITY OF BUNNELL AND FLAGLER COUNTY SCHOOL DISTRICT FOR SCHOOL DISTRICT USE OF VERSIE LEE MITCHELL COMMUNITY CENTER FOR SUMMER FOOD LUNCH SERVICE

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 24<sup>th</sup> Day of April, 2017, by and between the City of Bunnell, a municipal corporation of the State of Florida, and by and through its City Commission, the governing body thereof (hereinafter "CITY"), and the Flagler County School District, a body politic and corporate, acting by and through its School Board, the governing body thereof (hereinafter "SCHOOL DISTRICT").

#### **RECITALS**

**WHEREAS,** the City Commission is the governing body in and for the City of Bunnell; and the School Board is the governing body for the Flagler County School District; and

WHEREAS, from June 5, 2017 through July 28, 2017, and during subsequent summers, the SCHOOL DISTRICT will administer the Summer Food Service Program, an extension of the National School Lunch Program, a federal grant program whereby no-cost hot nutritional meals are provided to children in the community; and

**WHEREAS,** while the program will be operated at Bunnell Elementary School, that school is across heavily traveled Moody Blvd. from areas of the City to be served by the program; and

**WHEREAS,** the Versie Lee Mitchell Community Center ("VLMCC") is located in an area that has shown great need for nutritional meals; and

WHEREAS, due to limited grant funding, the SCHOOL DISTRICT has requested concessions or waiver of rental fees for the rental of the VLMCC to provide this program to community residents during its months of summer operation; and

WHEREAS, the CITY is willing to grant the SCHOOL DISTRICT a concession concerning the rental fees for the VLMCC, in exchange for the SCHOOL DISTRICT's agreement to pay to the CITY all actual costs of operation of the VLMCC during the times and dates requested, upon the terms set forth herein; and

**WHEREAS,** both the CITY and SCHOOL DISTRICT are duly empowered to enter into this Agreement.

**NOW THEREFORE,** in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

#### ARTICLE I RECITALS ACKNOWLEDGED

The Parties hereby acknowledge that each and all other the foregoing recitals are true and correct and represent a part of this Agreement.

#### ARTICLE 2 PURPOSE

It is the purpose and intent of this Agreement to grant the SCHOOL DISTRICT a concession concerning the CITY's rental fees for the VLMCC, in exchange for the SCHOOL DISTRICT's agreement to pay to the CITY all actual costs of operation of the VLMCC during the times and dates requested, upon the terms set forth herein.

All terms and conditions of this Agreement shall be interpreted in a manner consistent with, and in furtherance of the purposes as set forth above.

## ARTICLE 3 TERM

This agreement shall continue until terminated pursuant to Article 12. Unless terminated, this agreement shall be effective in subsequent years for eight-week periods during the months of June, July, and August. SCHOOL DISTRICT shall provide CITY with written notice of the beginning and end dates for the use no later than April 1 of each year.

## ARTICLE 4 AUTHORITY FOR AGREEMENT

The SCHOOL DISTRICT represents to the CITY that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the SCHOOL DISTRICT, has been executed and delivered by an authorized officer of the SCHOOL BOARD and constitutes a legal, valid and binding obligation of the SCHOOL BOARD. The CITY represents to the SCHOOL BOARD that the execution and delivery of this Agreement has been duly authorized by all appropriate actions of the Governing Body of the CITY, has been executed and delivered by an authorized officer of the CITY, and constitutes a legal, valid and binding obligation of the CITY.

## ARTICLE 5 CITY RESPONSIBILITIES

The City hereby authorizes the SCHOOL DISTRICT to utilize the VLMCC for the dates and times set forth in the completed Bunnell Facility Rental Application attached hereto and incorporated herein by reference, free of the City's rental fees for the VLMCC, in exchange for the SCHOOL DISTRICT's agreement to pay to the CITY all actual costs of operation of the VLMCC during the times and dates requested, including but not limited to prorated portions of electricity, water, sewer, garbage, and supplies/consumables, upon the terms set forth herein. The CITY shall provide an invoice to the SCHOOL DISTRICT for such costs after each calendar month and at the end of the term of this Agreement.

#### ARTICLE 6 SCHOOL DISTRICT RESPONSIBILITIES

The SCHOOL DISTRICT agrees to pay to the CITY all actual costs of operation of the VLMCC during the times and dates requested, as invoiced by the CITY.

## ARTICLE 7 HEADINGS

Captions and headings in this Agreement are for ease of reference only and do not constitute a part of the Agreement and shall not affect the meaning or interpretation of any provisions herein.

## ARTICLE 8 AMENDMENT TO AGREEMENT

This Agreement may be modified, altered or amended only by a written amendment duly executed by the parties hereto and approved by each party. Any oral representations or modifications concerning the Agreement shall be of no force effect.

## ARTICLE 9 ASSIGNMENT

No assignment, delegation, transfer, or novation of this Agreement or part hereof shall be made, unless approved by the SCHOOL DISTRICT and the CITY.

#### ARTICLE 10 NOTICES

Any notices or other documents permitted or required to be delivered pursuant to this Agreement, shall be provided by one party to the other by sending notices to the Parties as follows:

To the CITY: City Manager

City of Bunnell 201 W. Moody Blvd. Bunnell, FL 32110

To the SCHOOL BOARD: Jacob Oliva, Superintendent

Flagler County School District 1769 East Moody Blvd., Bldg. 2

Bunnell, FL 32110

#### ARTICLE 11 CONSTRUCTION AND EFFECT

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and shall take effect upon the approval of, and execution by the Parties hereto.

#### ARTICLE 12 TERMINATION

This Agreement may be terminated either upon mutual consent, or for any other reason as stated in this Agreement, or the Bunnell Facility Rental Application and City of Bunnell Facility Rental Policies and Procedures, incorporated herein and made part of this Agreement by reference. Further, after July 28, 2017, either party may terminate this Agreement by providing written notice thereof to the other party, provided that such notice is provided prior to April 15 of the year in question.

#### ARTICLE 13 SOVEREIGN IMMUNITY

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

#### ARTICLE 14 INDEMNITY

No official, employee or agent of any Party (each of whom shall be an "Indemnitee"), shall have any liability, responsibility or accountability in damages or otherwise for any loss suffered in the execution of this Agreement subject to the provisions of Florida Statutes, Chapter 768. Each Indemnitee shall be indemnified by the Parties and the Parties hereby agree to indemnify, pay, protect and hold harmless each Indemnitee from and against any and all liabilities, obligations, losses, damages, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature arising out of such Indemnitee's connection with this Agreement, provided that the same were not the result of (as determined by a final adjudication) fraud, bad faith, gross negligence or willful misconduct on the part of the Indemnitee. The foregoing includes, without limitation, all reasonable legal fees, costs and expenses of defense, appeal and settlement of any and all suits, actions or proceedings instituted against such Indemnitee and all costs of investigation in connection therewith that may be imposed on, incurred by or asserted against an Indemnitee in any way relating to or arising out of this Agreement. Nothing in this Article shall limit the rights of any Party against any other Party for breach of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY OF BUNNELL through its City Commission, signing by and through its officers duly authorized to execute same, and the SCHOOL DISTRICT through its School Board, signing by and through its Chairman, authorized to execute same by Board Action.

ATTEST:	CITY OF BUNNELL	
	By: Catherine D. Robinson, M.	layor
Sandi Bolser, CMC, City Clerk		
Approved as to form and legality:		
Wade C. Vose, City Attorney		
Date:		
ATTEST:	FLAGLER COUNTY DISTRICT	SCHOOL
	By: Trevor Tucker, Chair	
Approved as to form and legality:		
Kristy Gavin, School Board Attorney		
Date:		

#### INTERLOCAL AGREEMENT

# CITY OF BUNNELL AND FLAGLER COUNTY SCHOOL DISTRICT FOR SCHOOL DISTRICT USE OF VERSIE LEE MITCHELL COMMUNITY CENTER FOR SUMMER FOOD LUNCH SERVICE

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**WHEREAS,** while the program will be operated at Bunnell Elementary School, that school is across heavily traveled Moody Blvd. from areas of the City to be served by the program; and

**WHEREAS,** the Versie Lee Mitchell Community Center ("VLMCC") is located in an area that has shown great need for nutritional meals; and

WHEREAS, due to limited grant funding, the SCHOOL DISTRICT has requested concessions or waiver of rental fees for the rental of the VLMCC to provide this program to community residents during its months of summer operation; and

WHEREAS, the CITY is willing to grant the SCHOOL DISTRICT a concession concerning the rental fees for the VLMCC, in exchange for the SCHOOL DISTRICT's agreement to pay to the CITY all actual costs of operation of the VLMCC during the times and dates requested, upon the terms set forth herein; and

**WHEREAS,** both the CITY and SCHOOL DISTRICT are duly empowered to enter into this Agreement.

**NOW THEREFORE,** in consideration of the foregoing premises, and the mutual considerations contained herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

#### ARTICLE I RECITALS ACKNOWLEDGED

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City of Bunnell 201 W. Moody Blvd. Bunnell, FL 32110

To the SCHOOL BOARD: Jacob Oliva, Superintendent

Flagler County School District 1769 East Moody Blvd., Bldg. 2

Bunnell, FL 32110

## ARTICLE 11 CONSTRUCTION AND EFFECT

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and shall take effect upon the approval of, and execution by the Parties hereto.

#### ARTICLE 12 TERMINATION

This Agreement may be terminated either upon mutual consent, or for any other reason as stated in this Agreement, or the Bunnell Facility Rental Application and City of Bunnell Facility Rental Policies and Procedures, incorporated herein and made part of this Agreement by reference. Further, after July 28, 2017, either party may terminate this Agreement by providing written notice thereof to the other party, provided that such notice is provided prior to April 15 of the year in question.

#### ARTICLE 13 SOVEREIGN IMMUNITY

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

## ARTICLE 14 INDEMNITY

No official, employee or agent of any Party (each of whom shall be an "Indemnitee"), shall have any liability, responsibility or accountability in damages or otherwise for any loss suffered in the execution of this Agreement subject to the provisions of Florida Statutes, Chapter 768. Each Indemnitee shall be indemnified by the Parties and the Parties hereby agree to indemnify, pay, protect and hold harmless each Indemnitee from and against any and all liabilities, obligations, losses, damages, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature arising out of such Indemnitee's connection with this Agreement, provided that the same were not the result of (as determined by a final adjudication) fraud, bad faith, gross negligence or willful misconduct on the part of the Indemnitee. The foregoing includes, without limitation, all reasonable legal fees, costs and expenses of defense, appeal and settlement of any and all suits, actions or proceedings instituted against such Indemnitee and all costs of investigation in connection therewith that may be imposed on, incurred by or asserted against an Indemnitee in any way relating to or arising out of this Agreement. Nothing in this Article shall limit the rights of any Party against any other Party for breach of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY OF BUNNELL through its City Commission, signing by and through its officers duly authorized to execute same, and the SCHOOL DISTRICT through its School Board, signing by and through its Chairman, authorized to execute same by Board Action.

ATTEST:	CITY OF BUNNELL	
	By: Catherine D. Robinson	, Mayor
Sandi Bolser, CMC, City Clerk		
Approved as to form and legality:		
Wade C. Vose, City Attorney		
Date:		
ATTEST:	FLAGLER COUNT DISTRICT	Y SCHOOL
	By:Trevor Tucker, Chair	
Approved as to form and legality:		
Kristy Gavin, School Board Attorney		
Date:		



#### **ATTACHMENTS:**

Description Type
City Manager's Monthly Report Exhibit

# City Manager's Monthly Report



Dan Davis City Manager

#### **Community Development Department**

#### **Community Development Updates:**

- Attended the March 2<sup>nd</sup> Court Hearing regarding 601 Deen Rd.
- Drafted the clean-up plan for 601 Deen Rd. This was requested by the Judge during the March 2<sup>nd</sup> Court hearing.
- Processed an expedited special event permit with permission from the City Manager for 801 S. State St for bike week events.
- Participated in the RCMP bid application process.
- Attended the JAXUSA regional meeting for economic development.
- Processed 37 building permit applications and issued all permits for the Building Official when approved.

#### **Code Amendment Update:**

- Sec. 6-1. Consumption in public places: The draft of the proposed changes was sent to the City Attorney for review and approval.
- Chapter 10 Animals: Based upon the comments made in the workshop and a review of this entire Chapter, staff will be working with the City Attorney to ensure the current regulations in the entire chapter make sense for both the urban and rural sections of the City.

#### **Planning Zoning & Appeals Update**

The following items were on the March 21, 2017 PZA Board agenda:

Site Plan approval for 606 Ninth St.: The applicant plans the build a 10,000-square foot industrial/manufacturing building in the Palm Industrial Park. The building would be divided into 4 different units. The plans meet the standards established in the Land Development Code and all City comments were dressed. The Planning Board unanimously voted to approve the site plan.

Special Exception Request to allow a multi-family residential project in to 4000 block of East Moody Boulevard on property with a B-1, Business district zoning designation: The applicant, SR 100 LLC, requested special exception permission to allow a multi-family residential project on vacant properties located on East Moody Boulevard which have a commercial zoning designation. The proposed project would consist of one multi-family project which would be built across the parcels. The two parcels total 29.95 acres. The parcels have a total of 14.93 acres of developable property. The remaining portions of the property are covered by recorded conservation easements or wetlands which prohibit any type of development in these areas. The Land Development Code does allow for residential uses in this zoning district through permission from the Planning Board. As required by the Land Development Code, an advertisement regarding the agenda item was run in the Wednesday, March 8, 2017 edition of the News Tribune and property owners within 300 feet of the property as identified by the Flagler County Property Appraiser website were mailed hearing notification letters. An estimated 150 Palm Coast residents attended the meeting to speak out against this project. They became so disruptive during the meeting, the Bunnell Police Department had to clear the meeting room to allow continued discussion of this item and for the meeting to continue. The Planning Board unanimously voted to approve the request with the following conditions: 1. The rear setback will be 130 feet; 2. The buildings will not exceed 2 stories; 3. There will be no access to Palm Coast; 4. The residential units will not exceed 250 units.

#### **Police Department**



In a demonstration of unity of addressing crime in our communities, Sheriff Rick Staly swears in Chief Tom Foster of Bunnell and Chief Matt Doughney of Flagler Beach as deputy sheriffs of Flagler County

Strategic Traffic Enforcement Patrol:

The Bunnell Police Department will continue to conduct traffic enforcement throughout the city in areas of concern. Areas of concentration, Deen Rd, Magnolia St., Drain, MLK and Booe Streets.

- Chief Foster was a judge at the annual Crime Stoppers Poster contest for Flagler County schools. The individual students submitted exceptional artwork depicting various crime prevention topics, which made it difficult for all the judges this year. Great job by our talented Flagler County youth!
- Flagler/ Volusia County Quarterly Child Protection Team/ Domestic Violence and Child Welfare meeting attended.
- Monthly Volusia/Flagler County Police Chief's Association meeting attended.
- Conducted Physical Agility Testing for new police candidates.

#### **Fire Department**

- Attended the retirement celebration for Chief Fraser
- Welcomed new Chief Ron Bolser
- Attended the Fire Academy at Flagler Palm Coast High School: New career training program to teach kids about fighting fires, and saving lives
- Attended an Incident Command planning meeting for the 4th of July
- Modified specs for the new skid unit for the backup woods truck

#### **Administrative Services Department**

#### **City Clerk:**

- Completed the 2017 Election Cycle
- Organized the Retirement Luncheon for Fire Chief Derek Fraser

#### **Human Resources:**

- Met with Florida Health Care for Health Insurance renewal
- Established a monthly "Heathy Eating Program" by providing a healthy snack and an information sheet on the benefits of healthy eating
- Worked with vendors for open enrollment
- Updated 3 personnel policies
- Processed 2 new hires



IN THE SPOT-LIGHT

Join us in recognizing the accomplishments of:

<u>Christine Hancock</u> for obtaining Certification in the Society of Human Resource Management-(SHRM) Certified Professional

<u>Billy Baker</u> for obtaining a Collections Certificate

<u>Jason Palmer</u> for obtaining a "B" License in Water Treatment Plant operations

#### **Information Technology**

- Assisted the City Manager with the Citizens survey
- Rewired the section of the City Complex for the Police Department relocation
- Relocated a security control panel to the new emergency door. Worked with ADT on the installation of the new system in the renovation
- Received revised agreements with Spectrum and DynaFire and forwarded them to the City Attorney for review
- Worked with Tyler Technologies on updating software to Version 10 training database
- Worked with Tyler support to review issues with the fee codes. Setup new fees in the training database for testing
- Purchased and installed new projectors in the Board Chambers
- Relocated a copier to the chambers building, and setup the 2 laptops in the room to print to it if necessary
- Worked with Finance to perform a test of the new General Notification system; we are now able to send out email and text notifications to our customer base in the event of an emergency such as a boil water notice
- Assisted the PD in making changes to the Commander's Report
- Worked with ServePro in relocating furniture and other equipment to assist them in their efforts.

#### **Public Works**

#### **Public Works Projects:**

- Continuing the ditch cleaning Section 5:
   Northeast side of the City
- Tree trimming Section 5: Northeast side of the City
- Crews are continuing the Police Department build-out
- Street sweeper is operating throughout the City
- Center medians are being trimmed, weeded and mowed



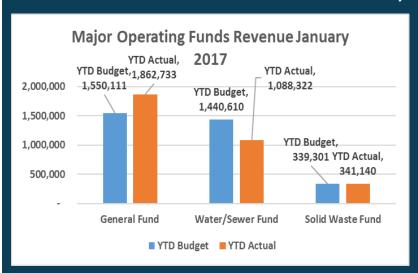
#### **Utility News:**

- Planning and Design for UT/PW Equipment wash/fill station ongoing
- WTP roof inspected by TLC GC Owner, progress is ongoing with completing.
- Installed Replacement Pumps for Liftstation #6 and Liftstation #1
- Replaced Filter Media at WTP after the filter area was compromised, replaced with a smaller diameter media to improve filtration.
- Held Selection Committee meetings to select a field of qualified engineers for design services on the SJRWMD share funded Reclaim Line Expansion.
- Conducted a teleconference with QLH Engineers and FL DEP to discuss status of the Wastewater plant with Administrative and Consent Orders.
- Utility Crews and Staff attend a CPR Training class.
- Completed Survey from Infrastructure Solution Services who are working with City of Palm Coast on a Bio Solid Solution.
- Conducted Interviews for Wastewater Tech Trainee and Lead Operation
- Submitted Annual Tier-II Chemical Inventory Report to State
- Discuss applying for Grant Funding with SJRWMD for WWTP improvements
- Continued the Hydrant Flushing Maintenance program to improve water quality.



# Finance Focus

#### **BUDGET PERFORMANCE FISCAL YEAR 2017**





The end of March 2017 completes 50% of the fiscal year. Revenues in the General fund are above 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 50% of the annual amount.

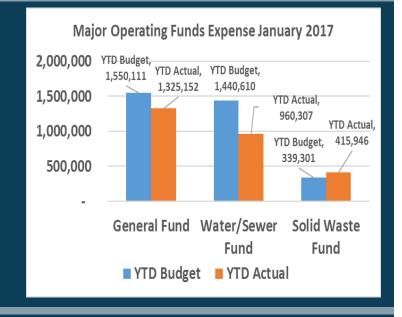
The Water Sewer fund revenue operating revenue is below YTD anticipated levels because of delays in a grant funded project which delayed the receipt of grant revenue.

The Solid Waste fund operating revenue are slightly above anticipated levels due to timing of School Board bill issuance.

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 projects such as Commerce Parkway. These expenditure delays are due to the delivery timing of the projects.

Water and Sewer Fund project costs are lower than expected due to timing of the project activities. Also the expected purchase of small equipment has not yet occurred.

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.



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The City anticipates FEMA and State reimbursement for 87.5% of Hurricane Matthew Solid Waste 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.



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#### 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.

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#### We are making Progress

Finance continues to work with the State and FEMA on the requests for assistance, for the City's Hurricane related costs. Actual cost reimbursements may not occur for several months.

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 Strategy (LMS) grant program committee to continue the ranking process for submissions for this program. The program's goal is to mitigate the County and local municipalities facilities to decrease the likelihood of damage during a disaster. The City plans to submit a project for hardening City Hall to the program. The Finance Director along with other City staff met with a local architect to begin the process of developing plans for this project. Also, the Finance Director attend training for the Hurricane Mitigation Grant Program. This program is the overall funding program for the LMS projects.

Finance staff have been 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 the fiscal year 2015.

The original request for qualifications (RFQ) for engineering design for the St. Johns Water Management District grant response were rejected due to important grant information not included on the original RFQ. This RFQ was reissued. This grant will provide funding to extend a reclaim water line from Grand Reserve Golf course to state highway 100. Finance staff participated in the selection committee for this RFQ.

Finance issued an invitation to bid for the Residential Construction Mitigation Program (RCMP) grant in February. The grant provides funds to improve low income housing to decrease the likelihood of damage during a disaster. Finance staff participated in the selection committee for this grant.

### **Grants Status**



**St. John's Water Management (SJWMD) Reclaim Water Main Extension**-RFQ for Engineering Design Services awarded to Alliant Engineering.

**Community Development Block Grant (CDBG) Southside Sewer Rehab**-Staff will attend upcoming training for grant. Contract should be received within the next two months. The environmental review is in process.

#### Florida Recreation Development Assistance Program (FRDAP)

Booe St. Park-Agreement received from Florida Dept. of Environmental Protection (FDEP). Boundary survey completed. Commencement package being completed.

Heritage Trail Park- Agreement received from Florida Dept. of Environmental Protection (FDEP). Boundary survey completed. Commencement package being completed.

**Florida Department of Transportation (FDOT) Commerce Parkway**-Extension was granted until June 30th. Final Design ongoing. Design submission due to FDOT by June 30<sup>th</sup>.

**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. However, additional funds will not be reimbursed until roof issues are resolved and construction project final payment issued. Final pay app received and on "hold" until current (roofing) issues are corrected.

**Florida Department of Environmental Protection (FDEP) Ion Project-** See status above under USDA Ion Exchange project.

**Justice Assistance Grant (JAG)**-Grant award received and approved by the Commission on 2/13/2017.

**Volunteer Fire Assistance Grant Florida Forest Service**-Application for grant has been submitted.

**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 issued for retrofit improvements on 9 homes located in Bunnell. Bids were turned in on 3/6/2017.

