

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

JOHN SOWELL

BUNNELL CITY COMMISSION MEETING

Monday, June 26, 2017

7:00 PM

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

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: 2017 Mayor's Fitness Challenge

B.2. Proclamation: Flagler County Sheriff's Office 100-Year Anniversary

C. Consent Agenda:

C.1. Approval of Warrant

a. 2017 06 26 Warrant

C.2. Approval of Minutes

a. 2017 06 12 City Commission Meeting Minutes

C.3. Request Approval for Community Development Block Grant (CDBG) Contract Number: 17DB-OL-04-02-N 17

C.4. Request approval of the River to Sea TPO Funding Agreement

C.5. Request to Increase the Sunstate Meter Blanket PO for Smart meters

C.6. Request Authorization to Surplus Retired Computer Equipment

D. Public Comments:

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

E. Ordinances: (Legislative):

E.1. Ordinance 2017-13: Voluntarily Annexing ±8.8 acres of Property located in Unincorporated Flagler County. - Second Reading

- E.2.** Ordinance 2017-14: Changing the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Single Family Medium Density. - Second Reading
- E.3.** Ordinance 2017-15: Changing the Zoning Designation of Approximately 1.92 Acres of Property from City of Bunnell R-1, Single Family Residential district to City of Bunnell R-2, Multiple-Family Residential district. - Second Reading
- E.4.** Ordinance 2017-16: Request to Vacate a Portion of Hardy St. - Second Reading
- E.5.** Ordinance 2017-17: Amending the Land Development Code Section 2-87 Hearing Notification Requirements. - Second Reading
- E.6.** Ordinance 2017-18 Request to Voluntarily Contract (De-Annex) Approximately 1.68 Acres of Property. - First Reading.

F. Resolutions: (Legislative):

- F.1.** Resolution 2017-12 Designating Public Depository Ameris Bank
- F.2.** Resolution 2017-13 Old Brick Road Protection

G. Old Business: None

H. New Business:

- H.1.** Request approval of the combined Primary Goals

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**
 - City Manager's Monthly Report
- **Mayor and City Commissioners**

J. Call for Adjournment.

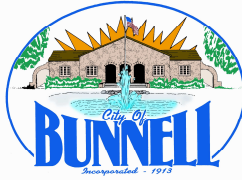
This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

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 June 21, 2017



Proclamation

WHEREAS, exercise is an important component of a healthy life, at least 30 minutes of physical activity is recommended every day, according to the Centers for Disease Control and Prevention; and

WHEREAS, enjoying an active lifestyle is a hallmark of life in Bunnell – and one that contributes to an overall high quality of life; and

WHEREAS, Mayor Catherine Robinson is challenging all City of Bunnell residents to “Find Their Fitness” together – while also having fun and trying out some of the community’s parks and amenities; and

WHEREAS, the Mayor’s Healthy Community Challenge will kick off with a ceremony and a walk around the Fitness Trail of the George Washington Carver Park at 8 a.m. Saturday, July 8; and

WHEREAS, participants are also encouraged to join the Mayor for a second Saturday of Fun and Fitness at 8 a.m. on July 29 at the Joanne B. King Park; and

WHEREAS, participants can visit the City’s website at www.bunnellcity.us and the City’s Facebook page to follow the schedule of activities; and

NOW THEREFORE, I, Catherine D. Robinson by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby challenge all citizens and visitors of Bunnell to get outdoors and get moving as we come together to become a healthier community.

“MAYOR’S HEALTHY COMMUNITY CHALLENGE 2017”

Adopted this 26th day of June 2017

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Seal:



City of Bunnell, Florida

ATTACHMENTS:

Description

Proclamation: Flagler County Sheriff's Office's 100-Year Anniversary

Type

Presentation



Proclamation

Whereas, after Florida gained statehood on March 3, 1845, the first Legislature ruled county sheriffs should be elected; and

Whereas, Flagler County was formed by the Florida Legislature on April 28, 1917, from parts of St. Johns and Volusia counties; and

Whereas, the first sheriff of Flagler County was Ernest Walton "E.W." Johnston, who was appointed by Florida Gov. Sidney Catts and whose tenure began July 9, 1917; and

Whereas, Flagler County has had 18 sheriffs, including two who served two nonconsecutive terms, totaling 16 different men who served as Flagler County Sheriff; and

Whereas, one Sheriff and four deputies have died in the line of duty while serving Flagler County, between 1927 and 2017; and

Whereas, Sheriff Rick Staly began serving January 3, 2017, as the current and 18th Flagler County Sheriff; and

Whereas, the former and current deputies and civilian employees of the Flagler County Sheriff's Office have been providing law enforcement services for Flagler County residents and visitors for 100 years;

NOW THEREFORE, I, Catherine D. Robinson, by virtue of the authority vested in me as the Mayor of the City of Bunnell, Florida do hereby proclaim Monday, July 10, 2017, as the

100th Anniversary of the FLAGLER COUNTY SHERIFF'S OFFICE

BE IT FURTHER PROCLAIMED, that the City Commission urges all its citizens to recognize this hallowed occasion with a spirit of gratitude, community and cooperation.

Signed this 26th day of June 2017.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Seal:



City of Bunnell, Florida

ATTACHMENTS:

Description

2017 06 26 Warrant

Type

Warrant



City of Bunnell, FL

Warrant

By Fund

Payable Dates - 06/26/2017

Post Dates - 06/26/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 001 - GENERAL FUND					
		Colonial Life & Accident Insur	05/2017	001-2185000	580.74
		Santana Maria Wilson	Hall Security Deposit Refund	001-2201000	125.00
		Samantha Cooper	Hall Security Deposit Refund	001-2201000	125.00
					830.74
Department: 511 - Legislative					
		News Journal	ORD 2017-17	001-0511-511.4800	34.60
		ACME Trophies & Awards	4 Desk Name Plates, Fire Chie	001-0511-511.5200	13.00
		Northeast Florida League of C	Northeast Florida League of C	001-0511-511.5400	75.00
		News Journal	ORD 2017-16 Vacae Hardy	001-0511-511.4800	84.55
		Bankcard Center	Flower for Commissioner Baxl	001-0511-511.4900	74.53
					Department 511 - Legislative Total: 281.68
Department: 512 - Executive					
		Verizon Wireless	Verizon Wireless - FY2016	001-0512-512.4100	-9.29
		Bankcard Center	Hotel for City Manager - FCC	001-0512-512.4000	455.25
		Bankcard Center	Global Leadership Summit Tra	001-0512-512.5500	190.00
					Department 512 - Executive Total: 635.96
Department: 513 - Administrative Services					
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.26
		Christopher Hughes	Fire Inspector - Fire Pay Repor	001-0513-513.3400	204.00
		Document Technologies	LRM4Y00834 Copier Overage	001-0513-513.4700	8.70
		Language Line Services Inc	Language Line Services- Invoic	001-0513-513.4100	38.80
		UniFirst Corporation	UNIFORMS	001-0513-513.5220	1.26
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	7.49
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	31.80
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	7.70
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	5.73
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	24.99
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	8.70
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	36.99
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	21.82
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	21.88
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	15.28
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	20.16
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	35.13
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	97.66
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	25.59
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	38.78
		Staples Advantage	Office Supplies - Admin	001-0513-513.5100	19.71
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	138.03
		DEX Imaging	Copier Overage Copy Room N	001-0513-513.4700	22.44
		Wells Fargo Vndor Fin Serv	Copier Lease - V665801326	001-0513-513.4400	89.00
		Bankcard Center	SHRM Membership Renewal -	001-0513-513.5400	199.00
					Department 513 - Administrative Services Total: 1,121.90
Department: 514 - Legal Counsel					
		Vose Law Firm, LLP	Monthly Flat Rate Legal Fees f	001-0514-514.3103	7,000.00
					Department 514 - Legal Counsel Total: 7,000.00
Department: 516 - Finance					
		James Moore & Co., P.L.	Annual Financial Audit FY201	001-0516-516.3200	3,180.00
		James Moore & Co., P.L.	Annual Financial Audit FY201	001-0516-516.3200	4,196.55
		Charles J. Cino	May 2017 PZA Attorney Fees	001-0516-516.3400	62.50
		Bankcard Center	Overnight Postage for HMPG	001-0516-516.4200	7.60
		Volusia/Flagler FGFOA	Volusia/Flagler Chapter FGFO	001-0516-516.5400	15.00

Warrant

(None)

Payable Dates: - 06/26/2017 Post Dates: - 06/26/2017

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Volusia/Flagler FGFOA	Volusia/Flagler Chapter FGFO	001-0516-516.5400	15.00
Department 516 - Finance Total:				7,476.65

Department: 517 - Information Technology

CDW Government	CREDIT - Part returned	001-0517-517.5200	-394.00
Verizon Wireless	Verizon Wireless - FY2016	001-0517-517.4100	-10.87
Insight Public Sector Inc	Purchase Netmotion Software	001-0517-517.5230	917.25
Insight Public Sector Inc	Purchase Netmotion Software	001-0517-517.5230	3,219.15
Insight Public Sector Inc	Purchase Netmotion Software	001-0517-517.5230	778.11
Insight Public Sector Inc	Purchase Netmotion Software	001-0517-517.5230	1,697.50
SOFTWARE HOUSE INTERNAT	Purchase equipment for the C	001-0517-517.3400	135.00
SOFTWARE HOUSE INTERNAT	Purchase equipment for the C	001-0517-517.5264	310.50
SOFTWARE HOUSE INTERNAT	Purchase equipment for the C	001-0517-517.5264	914.60
SOFTWARE HOUSE INTERNAT	Purchase equipment for the C	001-0517-517.5264	2,120.00
Department 517 - Information Technology Total:			9,687.24

Department: 521 - Law Enforcement

Verizon Wireless	Verizon Wireless - FY2016	001-0521-521.4100	-10.87
Axon Enterprise Inc	Item # 74008 Axon Dock , 6 B	001-0521-521.3400	1,440.00
Axon Enterprise Inc	Item # 74008 Axon Dock , 6 B	001-0521-521.3400	358.43
Axon Enterprise Inc	Item # 74008 Axon Dock , 6 B	001-0521-521.3400	468.00
Axon Enterprise Inc	Item # 74008 Axon Dock , 6 B	001-0521-521.5264	3,591.00
Axon Enterprise Inc	Item # 74008 Axon Dock , 6 B	001-0521-521.5264	1,495.00
Axon Enterprise Inc	Item # 74008 Axon Dock , 6 B	001-0521-521.5264	-3,591.00
Bankcard Center	(10) Police Traing Shirts	001-0521-521.5220	328.00
Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	725.90
O'reilly Automotive Inc	Brake Rotor & Pad Set - PD#1	001-0521-521.4620	69.99
Lynch Oil Company	Blanket PO for PD Fuel	001-0521-521.5210	500.16
DGG Uniform and Work Appa	(2) Class c Uniform Pants # 86	001-0521-521.5220	107.26
Bankcard Center	Glock Armorer's Course - Rec	001-0521-521.5500	250.00
Bankcard Center	(2) Wireless Portable Door Bel	001-0521-521.5200	59.94
Florida Power & Light	19639-02331 - GF PD - 411 S	001-0521-521.4300	9.88
Florida Power & Light	29732-82177 - GF PD - 201 E	001-0521-521.4300	9.88
Florida Power & Light	01235-95431 - GF PD - 601 E	001-0521-521.4300	9.88
Florida Power & Light	60520-97182 - GF PD - 205 S	001-0521-521.4300	9.88
Florida Power & Light	68117-21478 - GF PD - 400 S	001-0521-521.4300	2.03
Florida Power & Light	79034-46115 - GF PD - 410 S S	001-0521-521.4300	9.88
Florida Power & Light	93326-99348 - GF PD - 312 S S	001-0521-521.4300	9.88
Flagler Chrysler Dodge Jeep, I	Fuel Pump for PD Vehicle 110	001-0521-521.4620	233.60
Department 521 - Law Enforcement Total:			6,086.72

Department: 522 - Fire Control

Moore Medical Corp, LLC	CREDIT - Medical Supplies	001-0522-522.5200	-30.00
Breathing Air Systems	LFP 63-10000 Gauge	001-0522-522.5200	4.00
Breathing Air Systems	LFP 63-10000 Gauge	001-0522-522.5200	99.00
Breathing Air Systems	LFP 63-10000 Gauge	001-0522-522.5200	90.00
Breathing Air Systems	LFP 63-10000 Gauge	001-0522-522.5200	15.00
Lynch Oil Company	FUEL BLANKET PO	001-0522-522.5210	132.49
Sun Country Termite & Pest C	PEST CONTROL - FD	001-0522-522.3400	40.00
Medi-Quick Urgent Care	Physical & Drug Screen Bolser	001-0522-522.3400	143.00
ACME Trophies & Awards	4 Desk Name Plates, Fire Chie	001-0522-522.5200	9.00
ACME Trophies & Awards	4 Desk Name Plates, Fire Chie	001-0522-522.5200	13.00
Florida Power & Light	95189-09859 - GF FD - 1601 O	001-0522-522.4300	251.27
Department 522 - Fire Control Total:			766.76

Department: 524 - Community Development

State of Florida Department o	CORRECTION Quarterly Buildi	001-0524-524.4900	-72.55
Document Technologies	LRM4Y00834 Copier Overage	001-0524-524.4700	8.70
Charles J. Cino	May 2017 PZA Attorney Fees	001-0524-524.3102	375.47
ACME Trophies & Awards	4 Desk Name Plates, Fire Chie	001-0524-524.5200	13.00
DG Hardware, Inc.	Code Enforcement Stakes	001-0524-524.5200	9.99
News Journal	Samaratin Ministries - Special	001-0524-524.4800	33.40
News Journal	Josh White - Special Exceptio	001-0524-524.4800	31.70

Warrant

Payable Dates: - 06/26/2017 Post Dates: - 06/26/2017

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

News Journal	Mathen- Flum Change - June	001-0524-524.4800	84.55
News Journal	Mathen Re-Zoning- June PZA	001-0524-524.4800	84.55
News Journal	St. Nickolas Church- Special E	001-0524-524.4800	31.70
News Journal	Home Occupation - Amendm	001-0524-524.4800	36.70
News Journal	Mathen - Re-zoning - June PZ	001-0524-524.4800	84.55
News Journal	604 S. State St - Variance- Jun	001-0524-524.4800	33.15

Department 524 - Community Development Total: 754.91

Department: 541 - Road and Street Facilities

Grainger	Asphalt Rake	001-0541-541.5200	-83.00
BuildersFirst	CREDIT - Railroad Ties	001-0541-541.4600	-79.20
BuildersFirst	5070082	001-0541-541.5300	45.84
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0541-541.3400	30.00
K & M Mower and Small Engi	Chainsaw - PW	001-0541-541.4640	106.76
K & M Mower and Small Engi	KUBOTA STARTER - PW#711	001-0541-541.4640	122.49
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	100.22
UniFirst Corporation	UNIFORMS	001-0541-541.5220	45.19
Summerville Electric, Inc.	SIGNAL BILLING BPO	001-0541-541.3400	507.50
DG Hardware, Inc.	Cutwheel, Grind Wheel & Ang	001-0541-541.5264	4.66
DG Hardware, Inc.	Cutwheel, Grind Wheel & Ang	001-0541-541.5264	59.99
DG Hardware, Inc.	Cutwheel, Grind Wheel & Ang	001-0541-541.5264	7.18
K & M Mower and Small Engi	Stock for Chainsaws - PW	001-0541-541.4640	105.59
K & M Mower and Small Engi	Mower Parts - PW#702	001-0541-541.4640	60.92
Staples Advantage	UT OFFICE SUPPLIES	001-0541-541.5100	4.49
Futch's Tractor Depot	Tire - PW#702	001-0541-541.4640	398.82
Futch's Tractor Depot	Controller - PW#702	001-0541-541.4640	265.49
Lynch Oil Company	FUEL BLANKET PO	001-0541-541.5210	156.86
Altec Industries, Inc	870260493 Plat form cover	001-0541-541.4620	12.65
Altec Industries, Inc	870260493 Plat form cover	001-0541-541.4620	75.27
Florida Power & Light	16455-03937 SPLIT - PW/WS	001-0541-541.4300	180.24
Florida Power & Light	37390-07957 - GF PW - Street	001-0541-541.4300	3,438.09
Florida Power & Light	37400-05982 - GF PW - Traffic	001-0541-541.4300	173.43
Traffic Supplies & Distribution	SPEED HUMPS	001-0541-541.5300	365.00
Traffic Supplies & Distribution	SPEED HUMPS	001-0541-541.5300	95.00
Traffic Supplies & Distribution	SPEED HUMPS	001-0541-541.5300	628.00
Traffic Supplies & Distribution	SPEED HUMP STREET SIGNS A	001-0541-541.5310	125.00
Traffic Supplies & Distribution	SPEED HUMP STREET SIGNS A	001-0541-541.5310	21.00
Nicholson A/C & Heating, Inc.	ICE MACHINE RENTAL	001-0541-541.4400	130.00
Florida Power & Light	73276-60176 - GF PW - 212 1/	001-0541-541.4300	10.86
UniFirst Corporation	UNIFORMS	001-0541-541.5220	45.19
K & M Mower and Small Engi	Starter Soleniod - PW#701	001-0541-541.4640	74.99
DG Hardware, Inc.	Bolt, Clips, Rope, Chain Link &	001-0541-541.5200	146.65
Flagler Power Equipment	EXMARK MAINTENANCE - PW	001-0541-541.4640	62.60
Bankcard Center	MOT Training Refresher Cours	001-0541-541.5500	150.00
DG Hardware, Inc.	Cleaner, Pine-Sol, Dustpan, Sc	001-0541-541.5200	37.49
Florida Power & Light	25840-57588 2250 N Hwy US	001-0541-541.4300	11.08
Florida Power & Light	56811-06810 - GF PW - 208 S	001-0541-541.4300	131.02
AG-PRO Companies	Park Brake Handle, Laatches	001-0541-541.4640	639.11
Florida Power & Light	56821-04848 - GF PW - 202 S	001-0541-541.4300	26.46
Florida Power & Light	56831-02874 - GF PW - 200 S	001-0541-541.4300	79.36
Florida Power & Light	66311-06884 - GF PW - 200 S	001-0541-541.4300	38.08
Florida Power & Light	67468-67586 2540 Hwy US1 I	001-0541-541.4300	11.16

Department 541 - Road and Street Facilities Total: 8,567.53

Department: 572 - Parks and Recreation

Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	75.00
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	30.00
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	37.00
UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.70
Sun Country Termite & Pest C	PEST CONTROL - PARKS & REC	001-0572-572.3400	75.00
Fred Fox Enterprises, Inc.	Grant Application Writing FRD	001-0572-572.6300	870.00
Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	36.78

Warrant

(None)

Payable Dates: - 06/26/2017 Post Dates: - 06/26/2017

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Lynch Oil Company	FUEL BLANKET PO	001-0572-572.5210	163.36
	UniFirst Corporation	UNIFORMS	001-0572-572.5220	19.70
	Armstrong Roofing Inc	ROOF REPAIR - 2016 MATTHE	001-0572-572.4610	5,770.00
	Armstrong Roofing Inc	ROOF REPAIR - 2016 MATTHE	001-0572-572.4610	385.00
	The Lake Doctors, Inc	MONTHLY MAINTENANCE - HI	001-0572-572.3400	90.00
	Florida Power & Light	14322-90094 - GF PW - 202 S	001-0572-572.4300	30.40
	Florida Power & Light	24515-76322 300 Citrus St - P	001-0572-572.4300	64.41
	Florida Power & Light	28635-95142 - GF PR - 400 E	001-0572-572.4300	158.40
	Florida Power & Light	66101-01831 - GF PR / PD - 20	001-0572-572.4300	445.09
Department 572 - Parks and Recreation Total:				8,269.84
Fund 001 - GENERAL FUND				Total: 51,479.93

Warrant

Payable Dates: - 06/26/2017 Post Dates: - 06/26/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 401 - ENTERPRISE FUND					
Department: 533 - Water Utility Services					
		Verizon Wireless	Verizon Wireless - FY2016	401-0533-533.4100	-12.42
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0533-533.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0533-533.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0533-533.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0533-533.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0533-533.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0533-533.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0533-533.5400	15.00
		Sun Country Termite & Pest C	PEST CONTROL WTP & WWTP	401-0533-533.3401	30.00
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		Hawkins Inc	WTP CHEMICALS BPO	401-0533-533.5205	824.96
		Bankcard Center	Utility Service Truck Transmis	401-0533-533.4620	1,400.00
		Bankcard Center	WWTP CLASS C LICENSE TRAI	401-0533-533.5500	112.50
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	164.03
		Staples Advantage	UT OFFICE SUPPLIES	401-0533-533.5102	4.65
		Staples Advantage	UT OFFICE SUPPLIES	401-0533-533.5102	0.51
		Staples Advantage	UT OFFICE SUPPLIES	401-0533-533.5102	4.44
		Lynch Oil Company	FUEL BLANKET PO	401-0533-533.5210	183.73
		Document Technologies	LRM4Y00834 Copier Overage	401-0533-533.4700	26.10
		Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0533-533.4300	90.12
		Pace Analytical Services, Inc.	BLANKET PO - WTP LAB TESTI	401-0533-533.3401	501.00
		James Moore & Co., P.L.	Annual Financial Audit FY201	401-0533-533.3200	3,685.33
		UniFirst Corporation	UNIFORMS	401-0533-533.5220	31.64
		ACME Trophies & Awards	4 Desk Name Plates, Fire Chie	401-0533-533.5205	6.50
		O'reilly Automotive Inc	Wheel Turner & Trans Fluid -	401-0533-533.4620	229.35
		O'reilly Automotive Inc	Hyd Oil -UT#931	401-0533-533.4620	46.99
		Bankcard Center	SHIPPING FOR CALIBRATION	401-0533-533.4640	26.59
		Bankcard Center	WTP VACUUM	401-0533-533.5264	98.00
		Florida Power & Light	08857-07703 - WS - 1605 E M	401-0533-533.4300	2,922.52
		Florida Power & Light	23515-07823 - WS - 37 Briarw	401-0533-533.4300	14.95
		Florida Power & Light	39472-13538 801 Hymon Cir -	401-0533-533.4300	6.66
		US Postal Service - Bunnell Of	Annual PO Box 6/30/2017	401-0533-533.3401	99.00
		Florida Power & Light	59268-64496 - WS - 1605 E M	401-0533-533.4300	90.47
		Staples Advantage	Rubber Stamp "Presorted"	401-0533-533.5205	13.25
		Flagler County Clerk of Courts	LIEN RECORDING	401-0533-533.3300	5.00
		Flagler County Clerk of Courts	LIEN RECORDING	401-0533-533.3300	5.00
		Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0533-533.3401	56.48
		Volusia/Flagler FGFOA	Volusia/Flagler Chapter FGFO	401-0533-533.5400	7.50
Department 533 - Water Utility Services Total:					10,901.49
Department: 535 - Sewer / Wastewater Services					
		Miller Pipeline Corp	CREDIT on INV 392533	401-0535-535.6300	-200.00
		Verizon Wireless	Verizon Wireless - FY2016	401-0535-535.4100	-4.30
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0535-535.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0535-535.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0535-535.5400	30.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0535-535.5400	15.00
		Bankcard Center	FWPCOA ANNUAL MEMBERS	401-0535-535.5400	30.00
		Sun Country Termite & Pest C	PEST CONTROL WTP & WWTP	401-0535-535.3400	30.00
		ORMOND SEPTIC SYSTEMS	HAULING & TREATMENT OF B	401-0535-535.3400	1,100.00
		Lynch Oil Company	FUEL BLANKET PO	401-0535-535.5210	117.85
		UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26
		Hawkins Inc	WWTP CHEMICALS	401-0535-535.5200	323.84
		Bankcard Center	WWTP CLASS C LICENSE TRAI	401-0535-535.5500	112.50
		Staples Advantage	UT OFFICE SUPPLIES	401-0535-535.5100	4.44
		Staples Advantage	UT OFFICE SUPPLIES	401-0535-535.5100	4.66
		Staples Advantage	UT OFFICE SUPPLIES	401-0535-535.5100	29.29
		Staples Advantage	UT OFFICE SUPPLIES	401-0535-535.5100	0.51
		Florida Power & Light	06115-08987 - WS - 501 Deen	401-0535-535.4300	25.83

Warrant

(None)

Payable Dates: - 06/26/2017 Post Dates: - 06/26/2017

Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
	Document Technologies	LRM4Y00834 Copier Overage	401-0535-535.4700	26.10
	Florida Power & Light	16455-03937 SPLIT - PW/WS	401-0535-535.4300	90.12
	Florida Power & Light	16525-04919 - WS - 305 S Tol	401-0535-535.4300	5,421.47
	Florida Power & Light	16885-09957 - WS - 103 Deen	401-0535-535.4300	25.40
	Florida Power & Light	27076-01973 - WS - 321 S Bay	401-0535-535.4300	16.20
	Florida Power & Light	27516-03917 - WS - 1200 Linc	401-0535-535.4300	54.75
	O'reilly Automotive Inc	Battery - UT#936	401-0535-535.4620	238.08
	Central Hydraulics, Inc.	AC Line	401-0535-535.4620	27.97
	James Moore & Co., P.L.	Annual Financial Audit FY201	401-0535-535.3200	3,460.21
	UniFirst Corporation	UNIFORMS	401-0535-535.5220	27.26
	Nextran	Buzzer - UT#938	401-0535-535.4620	17.66
	Armstrong Roofing Inc	WWTP LAB/OFFICE ROOF REP	401-0535-535.6200	2,640.00
	Armstrong Roofing Inc	WWTP LAB/OFFICE ROOF REP	401-0535-535.6200	2,940.00
	DG Hardware, Inc.	Conn Wires & Caulk	401-0535-535.4640	33.23
	ACME Trophies & Awards	4 Desk Name Plates, Fire Chie	401-0535-535.5200	6.50
	Bankcard Center	SHIPPING FOR CALIBRATION	401-0535-535.4640	26.60
	Florida Power & Light	01408-42220 - WS - 237 Gran	401-0535-535.4300	37.03
	Florida Power & Light	05365-06116 - WS - 612 N Or	401-0535-535.4300	19.38
	Florida Power & Light	09445-94365 - WS - 2904 E H	401-0535-535.4300	14.77
	Florida Power & Light	26391-00821 - WS - 1004 S St	401-0535-535.4300	27.79
	Florida Power & Light	34080-03816 - WS - 410 N An	401-0535-535.4300	37.23
	Florida Power & Light	38244-16469 - WS - 301 S An	401-0535-535.4300	229.46
	Florida Power & Light	39472-13538 801 Hymon Cir -	401-0535-535.4300	6.65
	US Postal Service - Bunnell Of	Annual PO Box 6/30/2017	401-0535-535.3400	99.00
	Florida Power & Light	76171-09884 - WS - 1200 E M	401-0535-535.4300	68.76
	Florida Power & Light	82864-01883 - WS - 2250 Old	401-0535-535.4300	45.75
	Florida Power & Light	95527-02467 - WS - 1300 S U	401-0535-535.4300	42.91
	Staples Advantage	Rubber Stamp "Presorted"	401-0535-535.5200	13.25
	Flagler County Clerk of Courts	LIEN RECORDING	401-0535-535.3300	5.00
	Flagler County Clerk of Courts	LIEN RECORDING	401-0535-535.3300	5.00
	Wells Fargo Vndor Fin Serv	Copier Lease - UT V66580132	401-0535-535.3400	56.49
	Volusia/Flagler FGFOA	Volusia/Flagler Chapter FGFO	401-0535-535.5400	7.50
	Department 535 - Sewer / Wastewater Services Total:			17,474.40
Engineering - Utilities				
	City of Flagler Beach	City Engineer - May 2017	401-0536-536.3400	1,402.76
	City of Flagler Beach	City Engineer - May 2017	401-0536-536.4000	148.20
	Department 536 - Engineering - Utilities Total:			1,550.96
	Fund 401 - ENTERPRISE FUND			Total: 29,926.85

Warrant

Payable Dates: - 06/26/2017 Post Dates: - 06/26/2017

(None)	Payment Date	Vendor Name	Description (Payable)	Account Number	Amount
Fund: 402 - SOLID WASTE					
Department: 534 - Garbage / Solid Waste Control Services					
		Interstate Billing Service Inc	CREDIT	402-0534-534.4620	-30.95
		Rush Truck Centers of Florida	CREDIT - TAX REF Fan Blad an	402-0534-534.4620	-30.94
		O'reilly Automotive Inc	Brake Cleaner - SW#905	402-0534-534.4620	47.76
		Advanced Auto Parts	Gear Oil #905	402-0534-534.4620	121.16
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,292.40
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	812.47
		Maudlin Daytona	Brake Chambers - SW#905	402-0534-534.4620	92.64
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		Nextran	Buzzer - SW#905	402-0534-534.4620	17.66
		O'reilly Automotive Inc	Radiator Hose - SW#929	402-0534-534.4620	12.48
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	5,092.49
		Nextran	Hoses - SW#929	402-0534-534.4620	156.01
		Nextran	Compressor Assemb - SW#92	402-0534-534.4620	259.26
		Lynch Oil Company	FUEL BLANKET PO	402-0534-534.5210	672.88
		Document Technologies	LRM4Y00834 Copier Overage	402-0534-534.4700	17.40
		Central Hydraulics, Inc.	AC Line	402-0534-534.4620	135.80
		James Moore & Co., P.L.	Annual Financial Audit FY201	402-0534-534.3200	2,477.91
		UniFirst Corporation	UNIFORMS	402-0534-534.5220	18.47
		Refuse Parts Design LLC	Prox switches Garbage Truck	402-0534-534.4620	219.63
		Environmental Land Services	Blanket PO for ELS	402-0534-534.3400	4,453.81
		Nextran	SW#929	402-0534-534.4620	81.00
		Public Risk Insurance Agency	Commercial Policy Installmen	402-0534-534.4500	3,000.00
		Department 534 - Garbage / Solid Waste Control Services Total:			21,937.81
		Fund 402 - SOLID WASTE Total:			21,937.81

Warrant

Payable Dates: - 06/26/2017 Post Dates: - 06/26/2017

(None)

Payment Date

Vendor Name

Description (Payable)

Account Number

Amount

Fund: 502 - Municipal Complex Building Fund

Department: 519 - Municipal Complex

Florida Power & Light	02735-15254 - GF 201 W Moo	502-0519-519.4300	45.03
Florida Power & Light	50935-93118 - GF - 201 W Mo	502-0519-519.4300	27.34
Florida Power & Light	51926-14112 GF - 104 Forsyth	502-0519-519.4300	163.28
Florida Power & Light	56661-53118 - GF - 201 W Mo	502-0519-519.4300	98.22
Florida Power & Light	08456-32520 - GF - 201 W Mo	502-0519-519.4300	467.89
Lowe Structures Inc.	Hurricane Building Eval	502-0519-519.3401	1,880.00
Florida Power & Light	47802-16398 - GF - 201 W Mo	502-0519-519.4300	1,195.14

Department 519 - Municipal Complex Total: 3,876.90

Fund 502 - Municipal Complex Building Fund Total: 3,876.90

Grand Total: 107,221.49



Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	51,479.93
401 - ENTERPRISE FUND	29,926.85
402 - SOLID WASTE	21,937.81
502 - Municipal Complex Building Fund	3,876.90
Grand Total:	107,221.49

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4800	Advertising / Promo Exp	119.15
001-0511-511.4900	Other Current Chgs & O	74.53
001-0511-511.5200	Operating Supplies	13.00
001-0511-511.5400	Memberships, Publicati	75.00
001-0512-512.4000	Travel / Per Diem	455.25
001-0512-512.4100	Communications Expens	-9.29
001-0512-512.5500	Training	190.00
001-0513-513.3400	Other Contract Services	204.00
001-0513-513.4100	Communications Expens	38.80
001-0513-513.4400	Rental / Lease Expense	89.00
001-0513-513.4700	Printing / Binding Expen	169.17
001-0513-513.5100	Office Supplies Expense	419.41
001-0513-513.5220	Uniforms Exp	2.52
001-0513-513.5400	Memberships, Publicati	199.00
001-0514-514.3103	Legal Services - Administ	7,000.00
001-0516-516.3200	Accounting & Auditing E	7,376.55
001-0516-516.3400	Other Contract Services	62.50
001-0516-516.4200	Postage	7.60
001-0516-516.5400	Memberships, Publicati	30.00
001-0517-517.3400	Other Contract Services	135.00
001-0517-517.4100	Communications Expens	-10.87
001-0517-517.5200	Operating Supplies	-394.00
001-0517-517.5230	Software	6,612.01
001-0517-517.5264	Small Equipment	3,345.10
001-0521-521.3400	Other Contract Services	2,266.43
001-0521-521.4100	Communications Expens	-10.87
001-0521-521.4300	Utility - Public Services	61.31
001-0521-521.4620	Repair / Maint - Vehicles	303.59
001-0521-521.5200	Operating Supplies	59.94
001-0521-521.5210	Fuel	1,226.06
001-0521-521.5220	Uniforms Exp	435.26
001-0521-521.5264	Small Equipment Purcha	1,495.00
001-0521-521.5500	Training	250.00
001-0522-522.3400	Other Contract Services	183.00
001-0522-522.4300	Utility - Public Services	251.27
001-0522-522.5200	Operating Supplies	200.00
001-0522-522.5210	Fuel	132.49
001-0524-524.3102	Legal Services	375.47
001-0524-524.4700	Printing / Binding Expen	8.70
001-0524-524.4800	Advertising / Promo Exp	420.30
001-0524-524.4900	Other Current Chgs & O	-72.55
001-0524-524.5200	Operating Supplies	22.99
001-0541-541.3400	Other Contract Services	537.50
001-0541-541.4300	Utility - Public Services	4,099.78
001-0541-541.4400	Rental / Lease Expense	130.00
001-0541-541.4600	Repair / Maint - Service	-79.20
001-0541-541.4620	Repair / Maint - Vehicles	87.92
001-0541-541.4640	Equipment Repair & Mai	1,836.77
001-0541-541.5100	Office Supplies Expenses	4.49

Completed by

 Approved by


Account Summary

Account Number	Account Name	Expense Amount
001-0541-541.5200	Operating Supplies	101.14
001-0541-541.5210	Fuel	257.08
001-0541-541.5220	Uniforms Exp	90.38
001-0541-541.5264	Small Equipment Purcha	71.83
001-0541-541.5300	Road Repair Local Optio	1,133.84
001-0541-541.5310	Signage	146.00
001-0541-541.5500	Training	150.00
001-0572-572.3400	Other Contract Services	307.00
001-0572-572.4300	Utility - Public Services	698.30
001-0572-572.4610	Repair / Maint - Bldgs	6,155.00
001-0572-572.5210	Fuel	200.14
001-0572-572.5220	Uniforms Exp	39.40
001-0572-572.6300	Improvements - Other T	870.00
001-2185000	125 Plans Employee Pay	580.74
001-2201000	Deposits Paybl - CtyHall/	250.00
401-0533-533.3200	Accounting & Auditing E	3,685.33
401-0533-533.3300	Recording Fees	10.00
401-0533-533.3401	Other Contract Services	686.48
401-0533-533.4100	Communications Expens	-12.42
401-0533-533.4300	Utility - Public Services	3,124.72
401-0533-533.4620	Repair / Maint - Vehicles	1,676.34
401-0533-533.4640	Repair / Maint - Equipm	26.59
401-0533-533.4700	Printing / Binding Expen	26.10
401-0533-533.5102	Office Supplies - Water	9.60
401-0533-533.5205	Operating Supplies Exp -	844.71
401-0533-533.5210	Fuel	347.76
401-0533-533.5220	Uniforms Exp	63.28
401-0533-533.5264	Small Equipment Purcha	98.00
401-0533-533.5400	Memberships, Publicati	202.50
401-0533-533.5500	Training	112.50
401-0535-535.3200	Accounting & Auditing E	3,460.21
401-0535-535.3300	Recording Fees	10.00
401-0535-535.3400	Other Contract Services	1,285.49
401-0535-535.4100	Communications Expens	-4.30
401-0535-535.4300	Utility - Public Services	6,163.50
401-0535-535.4620	Repair / Maint - Vehicles	283.71
401-0535-535.4640	Repair / Maint - Equipm	59.83
401-0535-535.4700	Printing / Binding Expen	26.10
401-0535-535.5100	Office Supplies Expenses	38.90
401-0535-535.5200	Operating Supplies	343.59
401-0535-535.5210	Fuel	117.85
401-0535-535.5220	Uniforms Exp	54.52
401-0535-535.5400	Memberships, Publicati	142.50
401-0535-535.5500	Training	112.50
401-0535-535.6200	Capital Improvement Bu	5,580.00
401-0535-535.6300	Improvements - Other T	-200.00
401-0536-536.3400	Other Contract Services	1,402.76
401-0536-536.4000	Travel/Per Diem	148.20
402-0534-534.3200	Accounting & Auditing -	2,477.91
402-0534-534.3400	Other Contract Services	13,838.70
402-0534-534.4500	Insurance - Solid Waste	3,000.00
402-0534-534.4620	Repair/Maint Vehicles -	1,081.51
402-0534-534.4700	Printing & Binding - Soli	17.40
402-0534-534.5210	Fuel	1,485.35
402-0534-534.5220	Uniforms - Solid Waste	36.94
502-0519-519.3401	Other Contract Services	1,880.00
502-0519-519.4300	Utility Public Service	1,996.90
Grand Total:		107,221.49

Project Account Summary

Project Account Key	Expense Amount
None	106,351.49
FRDAPexp	870.00
Grand Total:	<u>107,221.49</u>



City of Bunnell, Florida

ATTACHMENTS:

Description

2017 06 12 City Commission Meeting Minutes

Type

Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

JOHN SOWELL

BUNNELL CITY COMMISSION MINUTES

Monday, June 12, 2017

7:00 PM

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

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

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

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

B. Introductions, Commendations, Proclamations, and Presentations :

B.1. Proclamation: June 18 - 25 Bunnell Amateur Radio Week: Linda Woodson, Steve Ripley and Sam Carchonie were present to accept the Proclamation.

C. Consent Agenda:

C.1. Approval of Warrant

a. 2017 06 12 Warrant

C.2. Approval of Minutes

a. 2017 05 22 City Commission Minutes

C.3. Request approval of an Interlocal Agreement between the City of Palm Coast and City of Bunnell for traffic signal repairs and maintenance (This item was pulled by staff)

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

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

C.6. Request to increase Boulevard Tire threshold

C.7. Request to increase Bunnell Auto threshold

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

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

Motion by: Commissioner Baxley

Seconded by: Vice Mayor Rogers

Board Discussion: None

Citizen Comments: None

Vote: Motion carried unanimously.

C.3. Request approval of an Interlocal Agreement between the City of Palm Coast and City of Bunnell for traffic signal repairs and maintenance. City Manager Davis advised this item was pulled from the agenda for discussion and there were minor changes to Page 1, Section 2. City of Bunnell's Duties: Bunnell shall be responsible for all electric charges associated with the Bunnell traffic signals.

Motion: Approve Consent Agenda Item C-3. with the noted changes.

Motion by: Commissioner Tucker

Seconded by: Commissioner Sowell

Board Discussion: Commissioner Tucker thanked the City Manager for accomplishing the changes to the Interlocal Agreement language.

Public Discussion: None

Vote: Motion carried unanimously.

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes. Mr. White stated he has concerns about several departments, but requested information about the Police Department.

Flagler County Commissioner Donald O'Brien reminded the Board of their \$10,000 annual commitment to the Carver Gym.

E. Ordinances: (Legislative):

E.1. Ordinance 2017-13: Voluntarily Annexing ±8.8 acres of Property located in Unincorporated Flagler County. - First Reading. City Attorney Vose read the short title of the Ordinance into the record. Acting Community Development Director Kristen Bates reviewed the Ordinance.

Motion: Approve Ordinance 2017-13 Voluntarily Annexing ±8.8 acres of Property located in Unincorporated Flagler County on first reading.

Motion by: Vice Mayor

Seconded by: Commissioner Sowell

Board Discussion: None

Citizen Comments: None

Vote: Motion carried unanimously.

E.2. Ordinance 2017-14: Changing the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family

Medium Density to Bunnell Single Family Medium Density. - First Reading. City Attorney Vose read the short title of the Ordinance into the record. Acting Community Development Director Kristen Bates reviewed the Ordinance.

Motion: Approve Ordinance 2017-14: Changing the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Single Family Medium Density on first reading.

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Sowell

Board Discussion: Commissioner Sowell asked if any of the neighbors complained about the change in the Future Land Use Designation. Ms. Bates answered no.

Citizen Comments: None

Vote: Motion carried unanimously.

E.3. Ordinance 2017-15: Changing the Zoning Designation of Approximately 1.92 Acres of Property from City of Bunnell R-1, Single Family Residential district to City of Bunnell R-2, Multiple-Family Residential district. - First Reading. City Attorney Vose read the short title of the Ordinance into the record. Acting Community Development Director Kristen Bates reviewed the Ordinance.

Motion: Approve Ordinance 2017-15: Changing the Zoning Designation of Approximately 1.92 Acres of Property from City of Bunnell R-1, Single Family Residential district to City of Bunnell R-2, Multiple-Family Residential district on first reading.

Motion by: Commissioner Sowell

Seconded by: Vice Mayor Rogers

Board Discussion: Mayor Robinson asked if duplexes are the only types of buildings being allowed or could apartments be built there as well. Ms. Bates advised they could build apartments, but they would still have to meet the setbacks and other conditions.

Citizen Comments: None

Vote: Motion carried unanimously.

E.4. Ordinance 2017-16: Request to Vacate a Portion of Hardy St. - First Reading. City Attorney Vose read the short title of the Ordinance into the record. Acting Community Development Director Kristen Bates reviewed the Ordinance.

Motion: Approve Ordinance 2017-16: Request to Vacate a Portion of Hardy Street on first reading.

Motion by: Commissioner Tucker

Seconded by: Vice Mayor Rogers

Board Discussion: Commissioner Tucker asked if each apartment would have its own driveway. His concern was that those properties have appropriate access to Deen Road. Ms. Bates advised it has not been determined how they will access Deen Road at this time. The

applicant is considering the most cost effective method, which could be to create one common drive.

Citizen Comments: The applicant Mr. Madaleno introduced himself.

Vote: Motion carried unanimously.

E.5. Ordinance 2017-17: Amending the Land Development Code Section 2-87 Hearing Notification Requirements. - First Reading. City Attorney Vose read the short title of the Ordinance into the record. Acting Community Development Director Kristen Bates reviewed the Ordinance.

Motion: Approve Ordinance 2017-17: Amending the Land Development Code Section 2-87 Hearing Notification Requirements on first reading.

Motion by: Commissioner Sowell

Seconded by: Vice Mayor Rogers

Board Discussion: Commissioner Sowell agrees that just posting the information on the website should be enough. We want to assure we stay good neighbors.

Citizen Comments: None

Vote: Motion carried unanimously.

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Designate the Florida League of Cities Voting Delegate for the 91st Annual Conference

The board agreed with selecting Vice Mayor John Rogers to be the City's voting delegate for the Annual Conference.

H.2. Discussion on Street Banners: The design of the proposed banners was previewed. Commission Baxley stated he liked them all except he felt the lettering should be more centered and spaced to encompass the entire allotted space. There was staff suggestion regarding allowing the Citizens to sponsor the banners by having their names added to the end of the banners. Staff will continue to work on this project and report back to the board on further developments.

I. Reports:

- **City Clerk:** Reminded the Board of the June 13, 2017 Retreat Workshop.

- **City Attorney:** Provided an update on medical marijuana dispensaries.

- **City Manager:** Stated he and Mike Baldwin are going to St. Johns River Water Management District for a meeting on the ranking of the cost share grant and another REDI grant. He is also going to Jacksonville for a NEFRC luncheon. He reminded the Board there will be a dinner at the Olive Garden on June 22nd to honor Mick Cuthbertson for his years of service and to celebrate his retirement.

- **Mayor and City Commissioners:**

- **Commissioner Tucker:** Nothing to report
- **Commissioner Baxley:** Nothing to report
- **Vice Mayor Rogers:** Advised he will be out-of-town from Friday through Monday.
- **Commissioner Sowell:** Stated he appreciated the update on medical marijuana and hopes the City will consider its options carefully. He will be attending the Florida League of Cities Conference and hopes to present the idea of requesting the state step up to help small cities who will lose revenue if the homestead exemption is passed in 2018.
- **Mayor Robinson:** Reported she attended the Florida League of Cities last week and heard from the City Manager of St. Augustine on the financing of their vision. She also stated she and the City Manager meet twice a month, after hours, and she appreciates the open dialog and updates.

J. Call for Adjournment:

Motion: Adjourn the meeting at 7:58 p.m.

Motion by: Commissioner Baxley

Seconded by: Commissioner Tucker

Vote: Motion carried unanimously.

Catherine D. Robinson, Mayor

Sandra Bolser, CMC, City Clerk

Date

Date



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 6/6/2017 Amount: \$700,000
Department: Utilities Account #: 401-0535-535-6300
Subject: Request Approval for Community Development Block Grant (CDBG) Contract
Number: 17DB-OL-04-02-N 17
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Grant Award Agreement (non executed)	Contract

Summary/Highlights:

This is a request to approve the Community Development Block Grant (CDBG) Contract Number: 17DB-OL-04-02-N 17 that is for the Southside Sewer Rehab project.

Background:

The City has been awarded Florida Department of Economic Opportunity (DEO) Small cities Community Development Block (CDBG) grant for project #17DB-OL-04-28-02-N 17. The City must sign and return to the DEO two (2) copies of the FFY 2015 Subgrant Agreement as well as "Attachment K" eCDBG Access Authorization Form.

The City has a match requirement of \$50,000.

Staff Recommendation:

Approval of Community Development Block Grant (CDBG) Contract Number: 17DB-OL-04-02-N 17

City Attorney Review:

Reviewed and approved.

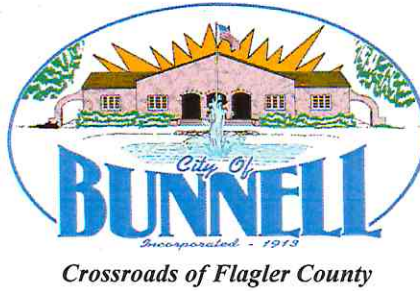
Finance Department Review/Recommendation:

The Department has sufficient funds to pay for the required match. Recommend approval.

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DAN DAVIS
CITY MANAGER



COMMISSIONERS:

ELBERT TUCKER

BILL BAXLEY

JOHN SOWELL

June 26, 2017

Ms. Ginger Waters, Govt. Operations Consultant II
Florida Department of Economic Opportunity
107 East Madison Street, MSC-400
Tallahassee, Florida 32399-6508

RE: City of Bunnell#17DB-OL-04-28-02-N17

Dear Ms. Waters:

Please consider this a response to the Department's email relating to the above referenced Community Development Block Grant Award Agreement. In response to the request for documentation, we have included the following:

1. Two (2) executed original DEO Subgrant Agreements;
2. One (1) copy of the Notice of Subgrant Award/Fund Availability (NFA);
3. One (1) copy of the Small Cities CDBG Information Form;
4. One (1) copy of the Civil rights Profile Form

The City has reviewed the Attachment J: Program and Special Conditions and will ensure the conditions are met.

The City of Bunnell is delighted to receive this Agreement and looks forward to the execution of the activities identified and funded. Should there be any questions, please do not hesitate to contact me.

Sincerely,

Catherine D. Robinson
Mayor

Enclosures

The City of Bunnell is an Equal Opportunity Service Provider.

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

www.bunnellcity.us

State of Florida

Department of Economic Opportunity

Contract Number: 17DB-OL-04-28-02-N 17

CFDA Number: 14.228

Rules 73C-23.0031, 73C-23.0035, 73C-23.0045, 73C-23.0048, 73C-23.0049, and 73C-23.0061, *Florida Administrative Code* (F.A.C.), Effective: April 21, 2015; and rules 73C-23.0041 and 73C-23.0051, F.A.C., Effective: March 1, 2016

Federally-Funded Subgrant Agreement – FFY 2015 Funding Cycle Neighborhood Revitalization

THIS AGREEMENT is entered into by the State of Florida, Department of Economic Opportunity, with headquarters in Tallahassee, Florida (hereinafter referred to as “DEO”), and the City of Bunnell, hereinafter referred to as the “Recipient” (each individually a “Party” and collectively “the Parties”).

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The U.S. Department of Housing and Urban Development (HUD) administers the Small Cities Community Development Block Grant (CDBG) Program at the Federal level and distributes CDBG grant funds to the states. The State of Florida has received these grant funds from HUD.

B. DEO is the CDBG grantee agency for the State of Florida, designated to receive funds annually for program purposes. DEO is authorized to distribute CDBG funds to the Recipient so that the Recipient may develop and preserve affordable housing, provide services to communities, and create and retain jobs.

C. Recipient is qualified and eligible to receive these grant funds in order to provide the services identified herein.

THEREFORE, DEO and the Recipient agree to the following:

(1) Scope of Work

The Scope of Work for this Agreement shall include the Project Deliverables, Attachment A of this Agreement and the Project Narrative, Attachment B of this Agreement. Part 7 and Appendix A from Part 9 of the Recipient’s Florida Small Cities Community Development Block Grant (CDBG) *FFY 2015 Application for Funding* submitted by the Recipient on April 25, 2016, are incorporated into the Scope of Work by reference. The Activity Work Plan, Attachment C of this Agreement, is a monitoring tool that is not a part of the Scope of Work. Future modifications to this Agreement that are agreed upon by both Parties shall be included in the Scope of Work.

(2) Incorporation of Laws, Rules, Regulations, and Policies

The Recipient agrees to abide by all applicable State and Federal laws, rules, and regulations.

(3) Period of Agreement

This Agreement begins upon execution by both Parties and ends twenty-four (24) months after execution by DEO, unless terminated earlier in accordance with the provisions of Paragraph (13) Termination of this Agreement. Any extension to this Agreement will not be granted unless the Recipient is able to provide substantial justification and the Director of the DEO Division of Community Development approves such extension.

(4) Modification of Agreement

Either Party may request modification of the provisions of this Agreement. Modifications to this Agreement shall be valid only when executed in writing by the Parties, in compliance with rule 73C-23.0051(4), F.A.C.

(5) Records

(a) Recipient's performance under this Agreement shall be subject to Title 2, Code of Federal Regulations (C.F.R.), part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

(b) Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives shall have access to any of the Recipient's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

(c) The Recipient shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by DEO under this Agreement.

(d) The Recipient will provide a financial and compliance audit to DEO, if applicable, and ensure that all related party transactions are disclosed to the auditor.

(e) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all subrecipients, contractors, subcontractors, and consultants paid from funds under this Agreement, for a period of six (6) years from the date DEO issues the final closeout (as defined in rule 73C-23.0031(18), F.A.C.) for this award. The Recipient shall ensure that audit working papers are available upon request for a period of six (6) years from the date this Agreement is final closed, unless extended in writing by DEO. The six-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the six-year period expires, and extends beyond the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at five thousand dollars (\$5,000) or more at the time it is acquired shall be retained for six (6) years after final disposition.

3. Records relating to real property acquired shall be retained for six (6) years after the closing on the transfer of title.

(f) The Recipient shall maintain all records and supporting documentation for the Recipient and for all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work and all other applicable laws and regulations.

(g) The Recipient shall either (i) maintain all funds provided under this Agreement in a separate bank account (the Recipient shall maintain all funds advanced under this Agreement in a separate bank account) or (ii) the Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from this Agreement (this option is not allowed for advanced funds). There shall be no commingling of funds provided under this Agreement with any other funds, projects, or programs. "Commingling" of funds is distinguishable from "blending" of funds, which is specifically allowed by law. DEO may, in its sole discretion, disallow costs made with commingled funds and require reimbursement for such costs as described herein, in Subparagraph (19)(e), Repayments.

(h) The Recipient, its employees or agents, including all subrecipients, contractors, subcontractors, and consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

(i) The Recipient shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

(6) Audit Requirements

(a) Recipient shall conduct a single or program-specific audit in accordance with the provisions of 2 C.F.R. part 200 if it expends seven hundred fifty thousand dollars (\$750,000) or more in Federal awards from all sources during its fiscal year.

(b) The requirements listed in Attachment I, Part II: State Funded, are not applicable to this subgrant agreement, which is a Federal pass-through award.

(c) Within sixty (60) calendar days of the close of the fiscal year, on an annual basis, the Recipient shall electronically submit a completed Audit Compliance Certification, a blank version of which is attached hereto as Attachment J, to audit@deo.myflorida.com. The Recipient's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the Recipient. This form is in addition to the Audit Certification Memo, Form SC-47, that must be sent to DEO if an audit is not required because the local government spent less than seven hundred fifty thousand dollars (\$750,000) in Federal funds during the fiscal year.

(d) In addition to the submission requirements listed in Attachment I, the Recipient should send an electronic copy of its audit report or an Audit Certification Memo, Form SC-47, by June 30 following the end of each fiscal year in which it had an open CDBG subgrant to its grant manager at the following address to ensure that it does not incur audit penalty points:

Email: Adriane.Burgess@deo.myflorida.com

Most forms referenced in this Agreement are available online at www.FloridaJobs.org/CDBGRecipientInfo or upon request from DEO's grant manager for this Agreement.

(7) Reports

The Recipient shall provide DEO with all reports and information as set forth in Attachment H. The quarterly and administrative closeout reports must include the current status and progress by the Recipient and all subrecipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. The Recipient shall provide any additional program updates or information upon request by DEO. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed, or DEO may take other action as stated in Paragraph (11) Remedies or otherwise allowable by law. "Acceptable to DEO" means that the work product was completed in accordance with the terms of this Agreement, particularly the Scope of Work, and all applicable law.

(8) Monitoring

(a) The Recipient shall monitor its performance under this Agreement, including the performance of any subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that the project activities are being accomplished within the specified time periods included in Attachment C, Activity Work Plan, and that other performance goals are being achieved. The Recipient shall perform a review for each function or activity in the Project Detail Budget and Activity Work Plan, and shall include the results in the quarterly report.

(b) In addition to reviews of audits conducted in accordance with Paragraph (6) Audit Requirements, monitoring procedures may include, but are not limited to, on-site visits by DEO staff and limited scope audits. The Recipient shall comply and cooperate with any monitoring deemed appropriate by DEO. If DEO determines a limited scope audit of the Recipient is appropriate, the Recipient shall comply with any additional instructions provided by DEO to the Recipient regarding such audit. The Recipient shall comply and cooperate with any inspections, reviews, investigations, audits, or hearings deemed necessary by HUD, the Comptroller General of the United States, the Florida Chief Financial Officer, or Auditor General, in accordance with section 20.055(5), Florida Statutes (F.S.), or any Federal Office of the Inspector General. DEO will monitor the performance and financial management by the Recipient throughout the Agreement term to ensure timely completion of all tasks.

(9) Liability

(NOTE: If the Recipient is a state agency or subdivision, as defined in section 768.28(2), F.S., pursuant to section 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

(a) The Recipient is solely responsible to the parties it deals with in carrying out the terms of this Agreement, and shall hold DEO harmless against all claims of whatever nature by third parties arising from the work and services performed under this Agreement. For purposes of this Agreement, the Recipient agrees that it is not an employee or agent of DEO, but is an independent contractor.

(b) If the Recipient is a state agency or subdivision, as defined in section 768.28, F.S., then the Recipient agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DEO, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing herein is intended to serve as a waiver of sovereign immunity by the Recipient if sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any agreement, subrecipient agreement, contract, or subcontract.

(10) Events of Default

If any of the following events occur ("Events of Default"), DEO may, in its sole discretion, elect to terminate any obligation to make any further payment of funds, exercise any of the remedies set forth in Paragraph (11) Remedies, or pursue any remedy at law or in equity, without limitation. DEO may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

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

(b) If any material adverse change occurs in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure this adverse change within thirty (30) calendar days from the date written notice is sent by DEO.

(c) If the Recipient fails to submit any required report, or submits any required report with incorrect, incomplete, or insufficient information, or fails to submit additional information as requested by DEO;

(d) If the Recipient has failed to perform, or timely complete, any of its obligations under this Agreement, including attending DEO's Implementation Workshop.

(11) Remedies

If an Event of Default occurs, then DEO shall, upon thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement upon twenty-four (24) hour written notice from the date notice is sent by DEO, in conformity with Paragraph (14) Notice and Contact;

(b) Begin any appropriate legal or equitable action to enforce performance of this Agreement;

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

(d) Demand that the Recipient return to DEO any funds used for ineligible activities or unallowable costs under this Agreement or any applicable law, rule, or regulation governing the use of the funds.

(e) Exercise any corrective or remedial actions, including but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;
or

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

(f) Pursuing any of the above remedies does not preclude DEO from pursuing any other remedies in this Agreement or provided at law or in equity. Failure to exercise any right or remedy in this Agreement, or failure to insist upon strict performance by DEO will not affect, extend, or waive any other right or remedy available to DEO, or affect the later exercise of the same right or remedy by DEO for any other default by the Recipient.

(12) Dispute Resolution

Disputes concerning the performance of the Agreement shall be decided by DEO, which shall reduce the decision to writing and serve a copy on the Recipient. The decision will be final and conclusive unless within twenty-one (21) days from the date of receipt, the Recipient files a petition for administrative hearing with DEO. DEO's decision on the petition shall be final, subject to the Recipient's right to review pursuant to chapter 120, F.S. Exhaustion of administrative remedies is an absolute condition precedent to the Recipient's ability to pursue any other form of dispute resolution; provided however, that the Parties may mutually agree to employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

(13) Termination

(a) DEO may suspend or terminate this Agreement for cause upon twenty-four (24) hour written notice, from the date notice is sent by DEO. Cause includes, but is not limited to the Recipient's: improper or ineffective use of funds provided under this Agreement; fraud; lack of compliance with any applicable rules, regulations, statutes, executive orders, HUD guidelines, policies or directives, or laws; failure, for any reason, to timely and/or properly perform any of the Recipient's obligations under this Agreement; submission of reports that are incorrect or incomplete in any material respect; and refusal to permit public access to any document, paper, letter, or other material subject to disclosure under law, including chapter 119, F.S., as amended. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs.

(b) DEO may terminate this Agreement, in whole or in part, for convenience by providing the Recipient fourteen (14) days written notice from the date notice is sent by DEO, setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of partial termination, DEO determines that the remaining portion of the award will not accomplish the purpose for which the award was made, DEO may terminate the portion of the award which will not accomplish the purpose for which the award was made. The Recipient shall continue to perform any work not terminated. The Recipient shall not be entitled to recover any cancellation charges or unreimbursed costs for the terminated portion of work.

(c) The Parties may terminate this Agreement for their mutual convenience in writing, agreed upon by the Parties. The termination must include the effective date of the termination. The Recipient shall follow the Agreement closeout procedures, in accordance with rule 73C-23.0051(5), F.A.C.

(d) In the event that this Agreement is terminated, the Recipient shall not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient shall cancel as many outstanding obligations as possible. DEO shall disallow all costs incurred after the Recipient's receipt of the termination notice. The Recipient shall not be relieved of liability to DEO because of any breach of the Agreement by the Recipient. DEO may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due DEO from the Recipient is determined.

(e) The rights and remedies under this clause are in addition to any other rights or remedies provided by law or under this Agreement.

(14) Notice and Contact

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below or said notification attached to the original of this Agreement.

(b) The name and address of the grant manager for this Agreement is:

Adriane Burgess, Government Operations Consultant II
Florida Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508
Telephone: (850) 717-8444 – Fax: (850) 922-5609
Email: Adriane.Burgess@deo.myflorida.com

- (c) The name and address of the Local Government Project Contact for this Agreement is:

Fernadad Tiblier, Jr., City Engineer
City of Bunnell
Post Office Box 756
Bunnell, Florida, 32110-0756
Telephone: (386) 263-8819 - Fax: (386) 437-7503
Email: ftiblier@bennellcity.us

- (d) If different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as stated in (14)(a) above.

(15) Contracts

If the Recipient contracts any of the work required under this Agreement, a copy of the proposed contract, and any proposed amendments, extensions, revisions or other changes thereto, must be forwarded to DEO for prior written approval. The Recipient shall include the following conditions in any contract:

- (a) that the contractor is bound by the terms of this Agreement;
- (b) that the contractor is bound by all applicable State and Federal laws, rules, and regulations;
- (c) that the contractor shall hold DEO and the Recipient harmless against all claims of whatever nature arising out of the contractor's performance of work under this Agreement;
- (d) provisions addressing bid, payment, and performance bonds, if applicable, and liquidated damages. The Recipient shall document in the quarterly report the contractor's progress in performing its work under this Agreement; and
- (e) the contractor shall include the foregoing provisions in any contract for the performance of any work contemplated by this Agreement.

For each contract, the Recipient shall report to DEO as to whether that contractor, or any subcontractors hired by the contractor, is a minority vendor, as defined in section 288.703, F.S.

(16) Terms and Conditions

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

(17) Attachments

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

- (b) This Agreement contains the following attachments:

Attachment A – Project Deliverables
Attachment B – Project Narrative
Attachment C – Activity Work Plan
Attachment D – Program and Special Conditions
Attachment E – Category Specific Conditions for Neighborhood Revitalization
Attachment F – Civil Rights Requirements
Attachment G – Reports
Attachment H – Warranties and Representations
Attachment I – Audit Requirements
Exhibit 1 to Attachment I – Funding Sources
Attachment J – Audit Compliance Certification
Attachment K – eCDBG Access Authorization Form

(18) Funding/Consideration

- (a) The funding for this Agreement shall not exceed \$700,000, subject to the availability of funds.
- (b) DEO will provide funds to Recipient by issuing a Notice of Subgrant Award/Fund Availability (NFA) through DEO's financial management information system. Each NFA may contain specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. By accepting funds made available through an NFA, Recipient agrees to comply with all terms, conditions, assurances, restrictions, or other instructions listed in the NFA.
- (c) Recipient hereby certifies to DEO that written administrative procedures, processes, and fiscal controls are in place for the operation of its CDBG program for which Recipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, guidance, and the terms of this Agreement. If the DEO grant manager determined at the site visit that a procedure was deficient, a special condition to revise it has been added to Attachment D.
- (d) The Recipient shall expend funds only for allowable costs and eligible activities, and in accordance with the Scope of Work.
- (e) The Recipient shall request all funds in the manner prescribed by DEO. The authorized signatory for the Recipient set forth on the eCDBG Access Authorization Form, Attachment K, to this Agreement, must approve the submission of each Request for Funds ("RFF") on behalf of the Recipient.
- (f) Except as set forth herein, or unless otherwise authorized in writing by DEO, costs incurred for eligible activities or allowable costs prior to the effective date of this Agreement are ineligible for funding with CDBG funds.
- (g) If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budget, the Florida Legislature, the State Chief Financial Officer, or under Subparagraph (20)(i), Mandated Conditions, of this Agreement, all obligations on the part of DEO to make any further payment of funds will terminate, and the Recipient shall submit its administrative closeout report and subgrant agreement closeout package within thirty (30) calendar days of receiving notice from DEO.
- (h) The Recipient is ultimately responsible for the administration of this Agreement, including monitoring and oversight of any person or entity retained or hired by the Recipient to complete any Project Implementation Deliverables listed in Attachment C. The Recipient shall send a representative, either an employee or an elected official, to DEO's Implementation Workshop for the funding cycle so that it learns its responsibilities under the Agreement. DEO shall reimburse the travel costs of the representative in accordance with section 112.061, F.S. Failure to send a representative to the Implementation Workshop is an Event of Default as set forth in Paragraph (10) Events of Default.

(19) Repayments

- (a) The Recipient shall only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. The Recipient shall ensure that its subrecipients, contractors, subcontractors, and consultants only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period. Pursuant to 24 C.F.R. § 570.489(b), the Recipient may request reimbursement for eligible application preparation costs that were listed in the Recipient's Application for Funding.
- (b) In accordance with section 215.971, F.S., the Recipient shall refund to DEO any unobligated funds which have been advanced or paid to the Recipient.
- (c) The Recipient shall refund to DEO any funds paid in excess of the amount to which the Recipient or its contractors, subcontractors, or consultants are entitled under the terms and conditions of this Agreement.
- (d) The Recipient shall refund to DEO any funds received for an activity if the activity does not meet one of the three National Objectives listed in 24 C.F.R. § 570.483(b), (c) and (d); provided however, the Recipient is not required to repay funds for subgrant administration unless DEO, in its sole discretion, determines the Recipient is at fault for the ineligibility of the activity in question.
- (e) The Recipient shall refund to DEO any funds not spent in accordance with the conditions of this Agreement or applicable law. Such reimbursement shall be sent to DEO, by the Recipient, within thirty (30) calendar days after DEO has notified the Recipient of such non-compliance.
- (f) All refunds or repayments to be made to DEO under this Agreement are to be made payable to the order of "Department of Economic Opportunity" and mailed directly to DEO at the following address:

Department of Economic Opportunity
Community Development Block Grant Programs
Cashier
107 East Madison Street – MSC 400
Tallahassee, Florida 32399-6508

In accordance with section 215.34(2), F.S., if a check or other draft is returned to DEO for collection, the Recipient shall pay to DEO a service fee of fifteen dollars (\$15.00) or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

(20) Mandated Conditions

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in its Application for Funding, in this Agreement, in any later submission or response to a DEO request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. DEO may terminate this Agreement upon twenty-four (24) hours written notice if any information, representation, or material submitted by the Recipient is inaccurate or false.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. The Parties explicitly waive any right to jury trial. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then that provision shall be null and void only to the extent of the conflict or unenforceability, and that provision shall be severable from, and shall not invalidate, any other provision of this Agreement.

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

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

(e) The Recipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101 *et seq.*) and the Florida Civil Rights and Fair Housing Acts (§§ 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and telecommunications.

(f) Pursuant to section 287.133(2)(a), F.S., a person or affiliate, as defined in section 287.133(1), F.S., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list. The Recipient warrants that neither it nor any of its affiliates is currently on the convicted vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the convicted vendor list.

(g) Pursuant to section 287.134(2)(a), F.S., an entity or affiliate, as defined in section 287.134(1), who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Recipient warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list. The Recipient shall disclose if it or any of its affiliates is placed on the discriminatory vendor list.

(h) If the Recipient is not a local government or state agency and it receives funds under this Agreement from the Federal government, the Recipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

2. Have not, within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offenses enumerated in Subparagraph (20)(h)2., Mandated Conditions, of this Agreement; and

4. Have not within a five (5) year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement. In addition, the Recipient shall send a completed Form SC-37, Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions), to DEO for each contractor, and a completed Form SC-38, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Subcontractor), to DEO for each subcontractor. A completed Form SC-37 must be received by DEO before the Recipient enters into a contract with the respective contractor, and a completed Form SC-38 must be received by DEO before a contractor enters into a subcontract with the respective subcontractor.

(i) The State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with chapter 216 F.S., or the Florida Constitution.

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

(k) Any bills for travel expenses shall be submitted and reimbursed in accordance with section 112.061, F.S., the rules promulgated thereunder, and 2 C.F.R. § 200.474.

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

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

(n) The Recipient shall comply with section 519 of Public Law 101-144 and section 906 of Public Law 101-625 by having, or adopting within ninety (90) days of execution of this Agreement, and enforcing, the following:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

(o) Upon expiration or termination of this Agreement the Recipient shall transfer to DEO any CDBG funds on hand at the time of expiration or termination, and any accounts receivable attributable to the use of CDBG funds.

(p) Any real property under Recipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 must either:

1. Be used to meet a national objective until five years after expiration or termination of this Agreement, unless otherwise agreed upon by the Parties, or except as otherwise set forth herein; or

2. If not used to meet a national objective, Recipient shall pay to DEO an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition or improvement of the property, for five years after expiration or termination of this Agreement.

(21) Lobbying Prohibition

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

(b) The Recipient certifies, by its signature to this Agreement, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. The Recipient shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose as described in this Paragraph (21), above.

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

(22) Copyright, Patent, and Trademark

Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. Any and all copyrights accruing under or in connection with the performance of this Agreement are hereby transferred by the Recipient to the State of Florida.

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

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

(c) Within thirty (30) calendar days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists, and DEO shall have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) Legal Authorization

(a) The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient certifies that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement. DEO may, at its discretion, request documentation evidencing the undersigned has authority to bind the Recipient to this Agreement as of the date of execution; any such documentation is incorporated herein by reference.

(b) The Recipient warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, investigation, or any other legal or financial condition that would in any way prohibit, restrain, or diminish the Recipient's ability to satisfy its Agreement obligations. The Recipient shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of the Agreement.

(24) Public Record Responsibilities

(a) In addition to the Recipient's responsibility to directly respond to each request it receives for records made or received by the Recipient in conjunction with this Agreement and to provide the applicable public records in response to such request, the Recipient shall notify DEO of the receipt and content of such request by sending an email to PRRequest@deo.myflorida.com within one (1) business day from receipt of such request.

(b) The Recipient shall keep and maintain public records required by DEO to perform the Recipient's responsibilities hereunder. The Recipient shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by chapter 119, F.S., or as otherwise provided by law. The Recipient shall allow public access to all documents, papers, letters or other materials made or received by the Recipient in conjunction with this Agreement, unless the records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), F.S. For records made or received by the Recipient in conjunction with this Agreement, the Recipient shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S. For all such requests for records that are public records, as public records are defined in section 119.011, F.S., the Recipient shall be responsible for providing such public records per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law.

(c) This Agreement may be terminated by DEO for refusal by the Recipient to comply with Florida's public records laws or to allow public access to any public record made or received by the Recipient in conjunction with this Agreement.

(d) If, for purposes of this Agreement, the Recipient is a "contractor" as defined in section 119.0701(1)(a), F.S. ("Recipient-contractor"), Recipient-contractor shall transfer to DEO, at no cost to DEO, all public records upon completion including termination, of this Agreement, or keep and maintain public records required by DEO to perform the service. If the Recipient-contractor transfers all public records to the public agency upon completion of the Agreement, the Recipient-contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient-contractor keeps and maintains public records upon completion of the Agreement, the Recipient-contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of public records, in a format that is compatible with the information technology systems of DEO.

(e) If DEO does not possess a record requested through a public records request, DEO shall notify the Recipient-contractor of the request as soon as practicable, and the Recipient-contractor must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If the Recipient-contractor does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Recipient-contractor who fails to provide public records to DEO within a reasonable time may be subject to penalties under section 119.10, F.S.

(f) The Recipient shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in the Recipient's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. The Recipient shall cooperate with DEO, in taking all steps as DEO deems advisable, to prevent misuse, regain possession, or otherwise protect the State's rights and the data subject's privacy.

(g) The Recipient acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents the Recipient submits to DEO under this Agreement constitute public records under Florida Statutes. The Recipient shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(h) If the Recipient submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by the Recipient prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO serves as the Recipient's waiver of a claim of exemption. The Recipient shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient-contractor does not transfer the records to DEO upon completion, including termination, of the Agreement.

(i) IF RECIPIENT-CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT-CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via email at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

(j) To the extent allowable by law, the Recipient shall be fully liable for the actions of its agents, employees, partners, subrecipients, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the Recipient, its agents, employees, partners, subrecipients, contractors, or subcontractors, provided, however, that the Recipient does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(k) DEO does not endorse any Recipient, commodity, or service. No public disclosure or news release pertaining to this Agreement shall be made without the prior written approval of DEO. Recipient is prohibited from using Agreement information, or DEO customers in sales brochures or other promotions, including press releases, unless prior written approval is obtained from DEO."

(25) Employment Eligibility Verification

(a) Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires DEO contracts in excess of nominal value to expressly require the Recipient to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the Agreement term; and,
2. Include in all contracts under this Agreement the requirement that contractors, subcontractors, consultants and subrecipients performing work or providing services pursuant to this Agreement use the E-Verify system to verify the employment eligibility of all new employees hired by the contractors, subcontractors, consultants and subrecipients during the term of the contract.

(b) The Department of Homeland Security's E-Verify system can be found at:

<http://www.uscis.gov/e-verify>

(c) If the Recipient does not have an E-Verify MOU in effect, the Recipient must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

(26) Program Income

(a) The Recipient shall report to DEO all program income (as defined at 24 C.F.R. § 570.489(e)) generated by activities carried out with CDBG funds made available under this Agreement as part of the Recipient's Quarterly Progress Report, Form SC-65. The Recipient's shall use program income shall in accordance with the applicable requirements of 2 C.F.R. part 200, 24 C.F.R. part 570, sections 290.046-290.048, F.S., chapter 73C-23.0051, F.A.C., and the terms of this Agreement.

(b) Program income generated after closeout shall be returned to DEO. Program income generated prior to closeout shall be returned to DEO unless the program income is used to fund additional units of CDBG activities, specified in a modification to this Agreement, and duly executed prior to administrative closeout.

(27) Independent Contractor

(a) In the Recipient's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that the Recipient is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended to or shall be deemed to constitute an employer/employee relationship, partnership or joint venture between the Parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

(b) The Recipient, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, agent, joint venturer, or partner of the State of Florida. Nor shall the Recipient represent to others that, as the Recipient, it has the authority to bind DEO unless specifically authorized to do so.

(c) Neither the Recipient, nor its officers, agents, employees, subcontractors, or assignees are entitled to State retirement or State leave benefits, or to any other compensation of State employment as a result of performing the duties and obligations of this Agreement.

(d) The Recipient agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, servant, joint venturer, or partner of the State of Florida.

(e) Unless justified by the Recipient, and agreed to by DEO in the Scope of Work, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to the Recipient or its subcontractor or assignee.

(f) DEO shall not be responsible for withholding taxes with respect to the Recipient's use of funds under this Agreement. The Recipient shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The Recipient shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

(g) The Recipient, at all times during the Agreement, must comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(28) Project Detail Budget

The Project Detail Budget is part of the Notice of Subgrant Award/Fund Availability and is on file with the DEO grant manager listed on page 5 of this Agreement. The Project Detail Budget provides DEO staff with information that must be reported to HUD through the Integrated Disbursement and Information System (IDIS). The Recipient's budget is broken down by IDIS activity codes on the form and gives the estimated activities to be completed, the number of people benefiting from the activity and any leverage committed to be spent on the activity. It is not a part of the Scope of Work.

The Recipient must request approval in writing from DEO for changes to the Project Detail Budget. DEO will approve or deny changes to the Project Detail Budget in writing. The Recipient shall also submit a revised Project Detail Budget with any modification request to this Agreement that includes a change in the number of beneficiaries or accomplishments or that moves funds from one deliverable to another as listed on Attachment A to this Agreement.

State of Florida
Department of Economic Opportunity
Federally Funded Subgrant Agreement
Signature Page

Contract Number: 17DB-OL-04-28-02-N 17

I have read the Agreement and the Attachments and Exhibits thereto, and understand each section and paragraph.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officers on the day, month, and year set forth below.

City of Bunnell

Department of Economic Opportunity

By: _____ Date: _____
(Authorized Signature)
Name: Catherine D. Robinson
Title: Mayor
Federal Tax ID#: 596000285
DUNS#: 039896360



By: _____ Date: _____
(Authorized Signature)
Name: Julie A. Dennis
Title: Director, Division of Community Development

Approved as to form and legal sufficiency,
subject only to the full and proper execution
by the Parties
Office of the General Counsel
Department of Economic Opportunity

By: _____
Approved Date: _____

Attachment A – Project Deliverables

Recipient: City of Bunnell **Modification Number:** N/A **Contract Number:** 17DB-OL-04-28-02-N 17

Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Project Implementation Recipient shall complete eligible project implementation tasks as detailed in Attachment B – Project Narrative. Total Deliverable 1 cost reimbursement not to exceed: \$56,000	Recipient shall be reimbursed upon completion of a minimum of one project implementation task on a per completed task basis as detailed in Attachment B – Project Narrative; evidenced by invoice(s) noting completed tasks as well as payroll and other supporting documentation, as applicable.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.
Deliverable	Minimum Level of Service (to submit for request for payment)	Financial Consequences
Construction Recipient shall complete infrastructure construction as detailed in Attachment B – Project Narrative. Total Deliverable 2 cost reimbursement not to exceed: \$644,000	Recipient shall be reimbursed upon completion of a minimum of 10% of overall project as detailed in Attachment B – Project Narrative. As evidence of percent completed, Recipient shall provide AIA forms G702/G703 or similar DEO-approved industry-standard forms, signed by the contractor and certified by the engineer performing inspection services for the project, documenting the costs for which reimbursement is being requested, and noting overall percent completion of the project.	Failure to perform the minimum level of service shall result in nonpayment for this deliverable for each payment request.

Attachment B – Project Narrative

Service Area (SA) 1 – Southeast Bunnell Sanitary Sewer Line Replacement: The existing gravity sanitary sewer lines in SA 1 experience significant infiltration during periods of heavy rain and significant exfiltration during periods of drought. The existing gravity sanitary sewer lines will be replaced and manholes will be rehabilitated. The scope of work is described as follows:

- The replacement of approximately 1,000 linear feet (LF) of 8-inch gravity sanitary sewer line and the rehabilitation of manholes along South Moore Street, between East Court Street on the northwest and East Drain Avenue on the southeast;
- The replacement of approximately 950 LF of 8-inch gravity sanitary sewer line and the rehabilitation of manholes along South Cherry Street, between East Court Street on the northwest and East Drain Avenue on the southeast;
- The replacement of approximately 1,000 LF of 8-inch gravity sanitary sewer line and the rehabilitation of manholes along South Pine Street, between East Court Street on the northwest and East Drain Avenue on the southeast;
- The replacement of approximately 1,450 LF of gravity 8-inch sanitary sewer line and the rehabilitation of manholes along South Church Street, between East Court Street on the northwest and Carter Avenue on the southeast;
- The replacement of approximately 250 LF of 8-inch gravity sanitary sewer line and the rehabilitation of manholes beginning at the intersection of South Church Street and East Carter Avenue and proceeding southwest along East Carter Avenue until the intersection at South State Street.
- The replacement of approximately 150 LF of 8-inch gravity sanitary sewer line and the rehabilitation of manholes along East Booe Avenue beginning at the intersection of East Booe Avenue and South Pine Street and proceeding southwest along East Booe Avenue.
- The replacement of approximately 100 LF of 8-inch sanitary sewer line and the rehabilitation of manholes along East Booe Avenue beginning at the intersection of East Booe Avenue and South Cherry Street and proceeding northeast along East Booe Avenue.
- The replacement of approximately 150 LF of 8-inch sanitary sewer line and the rehabilitation of manholes along East Booe Avenue beginning at the intersection of East Booe Avenue and South Cherry Street and proceeding southwest along East Booe Avenue.
- The replacement of approximately 1,050 LF of 10-inch sanitary sewer line and the rehabilitation of manholes along East Martin Luther Avenue, between South Anderson Street and South Church Street;

SA 1 contains a total of 150 beneficiaries. 145 beneficiaries (96.67%) are considered Low- to Moderate-Income (LMI), and 104 (69.33%) are also classified as Very Low-Income (VLI). Thus, the National Objective of benefit to LMI persons will be met.

SA 2 – Lift Station 6 Force Main Sewer Line Replacement: The scope of work to be carried out in SA 2 is described as follows:

- The replacement of approximately 300 LF of sanitary sewer force main line beginning at the intersection of South Church Street and East Carter Avenue and proceeding southeastward along South Church Street until the intersection at Marion Street.
- The replacement of approximately 750 LF of sanitary sewer force main line along Marion Street between South Church Street on the north and Granada Avenue on the south;
- The replacement of approximately 200 LF of sanitary sewer force main line along Granada Avenue beginning at the intersection of Marion Street and Granada Avenue and proceeding eastward until it reaches lift station 6.

SA 2 contains 63 beneficiaries. There are 60 (95.24%) LMI beneficiaries and 39 (61.90%) beneficiaries are classified as VLI. Thus, the LMI National Objective will be met.

Attachment B – Project Narrative

SA 3 – North Anderson Street - East Magnolia Street Lift Station Renovation: The pumps in lift station 2 will be replaced, the electrical service will be upgraded, a driveway will be constructed, and a perimeter security fence will be installed.

SA 3 includes 151 occupied households with 340 residents. There are 220 (64.71%) LMI beneficiaries and 73 (21.27%) are also classified as VLL. Thus, the LMI National Objective will be met.

SA 4 – Sewage Treatment Plant Upgrades/System-Wide Project: A 35,000 gallon equalization basin will be built between the sanitary sewer main carrying the majority of the Recipient's effluent into the sewage treatment plant. The equalization basin will be constructed on the sewage treatment plant property. The basin will allow the Recipient to regulate the flow of effluent entering the sewage treatment plant; thus, the plant will operate more efficiently.

SA 4 includes all residents currently connected to the Recipient's sanitary sewer collection system. Currently, 1,232 households with 2,777 residents are connected to the system. A total of 2,417 beneficiaries (87.04%) are classified as LMI. Thus, the LMI National Objective will be met.

The Recipient has committed \$50,000 of its own funds in leverage for the project. Portions of the work in SA 2 and SA 3 will take place within a flood zone.

Unaddressed Need

The following activities are not currently funded. If CDBG funds remain after the “addressed need” activities are procured, the Recipient has the option to request a modification to bring one or more of the “unaddressed need” activities into the Agreement.

SA 4 – Sewage Treatment Plant Upgrades/System-Wide Project

Unaddressed Need 1: An electric security gate will be installed at the entrance to the sewage treatment plant. Currently, the gate is opened in the morning and remains open all day, until the plant closes and the last worker leaves for the evening. The open gate represents a security risk to the plant. An electric security gate will reduce the likelihood of unauthorized access. The estimated cost of construction is \$14,000. The activity would serve 2,417 LMI beneficiaries.

Unaddressed Need 2: Approximately 565 LF of existing 15-inch gravity sanitary sewer line, running between the manhole located at the intersection of West Howe Avenue and North Forsyth Street and manhole D8.1 located on the sewage treatment plant property will be replaced. The estimated cost of construction is \$68,767. The activity would serve 2,417 LMI beneficiaries.

Service Area 5 –Water Tank/Well/Treatment Plant Improvements

Unaddressed Need 3: An electric security gate will be installed at the entrance to the Recipient's water treatment plant. Currently, the gate is opened in the morning and remains open all day, until the plant closes and the last worker leaves for the evening. The open gate presents a security risk to the plant. An electric security gate will reduce the likelihood of unauthorized access. The cost of construction is estimated at \$14,000.

SA 5 includes all of the people connected to the Recipient's potable water distribution system. Currently 1,232 households with 2,777 residents connected to the system. A total of 2,417 beneficiaries (87.04%) are classified as LMI.

Attachment B – Project Narrative

Project Implementation Deliverable

Tasks that are eligible for reimbursement under the Project Implementation Deliverable are as follows:

- Draft policies for the Recipient to adopt to meet special conditions listed in this subgrant agreement,
- Prepare list of minority and women business enterprise (MBE/WBE) firms that operate in the Recipient's area,
- Conduct activities related to the HUD-required environmental review,
- Prepare public notices for publication,
- Submit public notices for publication,
- Maintain financial records related to project activities,
- Conduct a Fair Housing activity,
- Draft quarterly progress report for submission to DEO,
- Draft Section 3 or MBE/WBE report for submission to DEO,
- Attend prebid conference, bid opening or preconstruction meeting,
- Review contractor payrolls and interview employees to determine compliance with the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Act,
- Review Household Income Certification Forms for households being hooked up to new utility services,
- Maintain client files,
- Attend meetings of the Recipient's local governing body to provide progress reports on subgrant activities,
- Prepare documentation for and attend on-site monitoring visits by DEO,
- Draft responses to monitoring findings and concerns for Recipient to submit to DEO,
- Draft requests for funds for submission by the Recipient's authorized employee,
- Draft subgrant modification documents for the Recipient to submit to DEO,
- Draft the Administrative Closeout Report for submission by the Recipient,
- Conduct activities related to the HUD-required environmental review,
- Submit quarterly progress, Section 3 or MBE/WBE report to DEO,
- Respond to citizen complaints,
- Prepare responses to monitoring findings and concerns for Recipient to submit to DEO or HUD,
- Pay advertising costs of public notices and invitations to bid,
- Pay permit fees,
- Pay legal fees,
- Pay invoices for environmental review activities other than advertising,
- Pay CDBG portion of required audit,
- Submit requests for funds to DEO,
- Prepare subgrant modification documents and submit to DEO, and
- Prepare the Administrative Closeout Report and submit to DEO.

Attachment C – Activity Work Plan

Recipient: City of Bunnell Activity: 21A – Administration Project Budget: \$56,000
 Contract Number: 17DB-OL-04-28-02-N17 Date Prepared: March 27, 2017 Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer; Complete Environmental Review and Obtain Release of Funds; Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
06/17	09/17	Submit documentation to clear Special Conditions		
06/17	12/17	Submit Request for Release of Funds & Environmental Clearance		\$5,000
12/17	12/17	Final design and review by DEO; receive DEO approval of the plans and specifications		
12/17	12/17	Request wage decision		\$7,500
01/18	02/18	Advertise and receive bids		\$10,000
03/18	03/18	Prepare construction procurement package and receive approval from DEO		\$15,000
04/18	04/18	Preconstruction conference held; Notice to Proceed issued		\$25,000
05/18	07/18	Construction phase – 25% complete		\$35,000
08/18	11/18	Construction phase – 50% complete		\$45,000
12/18	02/19	Construction phase – 75% complete		\$50,000
03/19	05/19	Construction phase – 100% complete		\$56,000
06/19	06/19	Submit DEO Administrative Closeout Package Total:		\$56,000

Attachment C – Activity Work Plan

Recipient: City of Bunnell Activity: 03J – Sewage Treatment Plant Upgrades Project Budget: \$583,000
 Contract Number: 17DB-OL-04-28-02-N17 Date Prepared: March 27, 2017 Modification Number: N/A

Start Date (month/year)	End Date (month/year)	Describe Proposed Action to be Completed by the "End Date." <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>	Estimated Units to be Completed by the "End Date"	Estimated Funds to be Requested by the "End Date"
06/17	09/17	Submit documentation to clear Special Conditions		
06/17	12/17	Submit Request for Release of Funds & Environmental Clearance		
12/17	12/17	Final design and review by DEO; receive DEO approval of the plans and specifications		
12/17	12/17	Request wage decision		
01/18	02/18	Advertise and receive bids		
03/18	03/18	Prepare construction procurement package and receive approval from DEO		
04/18	04/18	Preconstruction conference held; Notice to Proceed issued		
05/18	07/18	Construction phase – 25% complete	1,837 LF	\$145,750
08/18	11/18	Construction phase – 50% complete	3,675 LF	\$291,500
12/18	02/19	Construction phase – 75% complete	5,512 LF	\$437,250
03/19	05/19	Construction phase – 100% complete	7,350 LF 1 LS	\$583,000
06/19	06/19	Submit DEO Administrative Closeout Package Total:	7,350 LF 1 LS	\$583,000

Attachment C – Activity Work Plan

Recipient:	City of Bunnell	Activity:	03J – Sewage Treatment Plant Upgrades	Project Budget:	\$61,000
Contract Number:	17DB-OL-04-28-02-N17	Date Prepared:	March 27, 2017	Modification Number:	N/A
		Describe Proposed Action to be Completed by the “End Date.” <i>Examples of Actions: Procure Administrator or Engineer, Complete Environmental Review and Obtain Release of Funds, Request Wage Decision, Complete and Submit Design and Specifications, Advertise for and Open Bids, Issue Notice to Proceed, % Construction Completion (33, 66, and 100% or 25, 50, 75, and 100%), Complete Construction Procurement Process, Advertise Availability of Housing Rehabilitation Funds, Complete Rankings of Homes per HAP, Number of Houses Rehabilitated, and Submit Closeout Package to DEO.</i>			
06/17	09/17	Submit documentation to clear Special Conditions			
06/17	12/17	Submit Request for Release of Funds & Environmental Clearance			
12/17	12/17	Final design and review by DEO; receive DEO approval of the plans and specifications			
12/17	12/17	Request wage decision			
01/18	02/18	Advertise and receive bids			
03/18	03/18	Prepare construction procurement package and receive approval from DEO			
04/18	04/18	Preconstruction conference held; Notice to Proceed issued			
05/18	07/18	Construction phase – 25% complete			\$15,250
08/18	11/18	Construction phase – 50% complete			\$30,500
12/18	02/19	Construction phase – 75% complete			\$45,750
03/19	05/19	Construction phase – 100% complete			1 Plant
06/19	06/19	Submit DEO Administrative Closeout Package			1 Plant
		Total:			\$61,000

Attachment D – Program and Special Conditions

Program Conditions

1. The Recipient shall demonstrate that progress is being made in completing project activities in a timely fashion.
 - a. Within one hundred-twenty (120) calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Request approval for all professional service contracts; and
 - Submit an initial Request for Funds (RFF) for administrative services, if applicable.
 - b. Within one hundred-eighty (180) calendar days of the subgrant award, the Recipient shall complete the following activities:
 - Complete the environmental review and submit the Request for Release of Funds and Certification (form HUD-7015.15) to DEO for review; and
 - Request a wage decision(s) for applicable construction activities if points were received on the application for Readiness to Proceed;
 - c. Recipient shall advertise for its construction procurement within thirty (30) calendar days after receiving its Authority to Use Grant Funds (form HUD-7015.16) and DEO's written acceptance of the plans and specifications if Recipient received points for "Readiness to Proceed" on its Application for Funding.

If the Recipient does not comply with one or more of the applicable criteria listed above, a justification for the delay and a plan for timely accomplishment shall be submitted to DEO within twenty-one (21) calendar days of receiving DEO's request for justification for the delay. Any subgrant agreement for which the Recipient has not completed one or more of the activities listed in a. through c. above shall be rescinded unless DEO agrees that the Recipient has provided adequate justification for the delay.

2. The Recipient shall maintain records of expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the budget/activity line items as defined in the Project Detail Budget and Activity Work Plan.
3. No costs may be incurred prior to the effective date of this Agreement, except for those eligible application preparation costs outlined in the original Small Cities CDBG Application for Funding submitted to DEO, unless pre-agreement costs were approved in writing by DEO.
4. The Recipient shall request approval of all professional services contracts and/or agreements that will be reimbursed with CDBG funds. Copies of the following procurement documents must be provided to DEO for review:
 - a. When publication of a Request for Proposal (RFP) is used as a means of solicitation, a copy of the advertisement, including an affidavit of publication;
 - b. A list of entities to whom a notification of the RFP was provided by mail or fax (if applicable);
 - c. For engineering contracts, a list of firms that submitted a proposal (only if short-listing procedure was used);
 - d. Completed short-listing evaluation/ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
 - e. Completed and signed final evaluation/ranking forms;
 - f. For administrative services contracts, one copy of each proposal submitted in response to the RFP;
 - g. Commission minutes approving contract award;
 - h. Cost breakout from the selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
 - i. The proposed contract;
 - j. Truth-in-Negotiation certification (if not in the contract) for engineering contracts over one hundred fifty thousand dollars (\$150,000);
 - k. If a protest was filed, a copy of the protest and documentation of resolution;

Attachment D – Program and Special Conditions

- l. The Recipient shall request DEO's approval of a single source procurement if only one firm was considered and the contract exceeds \$35,000. The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposal procurement without prior written approval from DEO. Failure to secure prior written approval shall relieve DEO of any obligation to fund the said procurement contract or agreement. DEO shall disallow any payments to the Recipient to fund any contract or agreement based on a sole source or single proposal procurement for which the Recipient has not obtained DEO's approval; and
- m. If a regional planning council or another local government is selected to administer subgrant activities, the Recipient shall submit only a copy of the contract or agreement and cost analysis information.

DEO will either approve the procurement or notify the Recipient that the procurement cannot be approved because it violates State, Federal, or local procurement guidelines.

The Recipient shall notify DEO in writing no later than ninety (90) calendar days from the effective date of this agreement if it will not be procuring any professional services or if it will be using non-CDBG funds to pay for professional services.

5. Prior to the obligation or disbursement of any funds, except for administrative expenses for all subgrants other than Economic Development subgrants, not to exceed \$5,000, and for Economic Development Grants, not to exceed \$8,000, the Recipient shall complete the following:
 - a. Submit for DEO's approval the documentation required in paragraph 4 above for any professional services contract. The Recipient proceeds at its own risk if more than the specified amount is incurred before DEO approves the procurement. If DEO does not approve the procurement of a professional services contract, the local government will not be able to use CDBG funds for that contract beyond five thousand dollars (\$5,000) [eight thousand dollars (\$8,000) for Economic Development].
 - b. Comply with 24 C.F.R. part 58, and the regulations implementing the National Environmental Policy Act, 40 C.F.R. §§ 1500-1508. When the Recipient has completed the environmental review process, it shall submit a Request for Release of Funds and Certification. DEO will issue an Authority to Use Grant Funds (form HUD-7015.16) when this condition has been fulfilled to the satisfaction of DEO. **RECIPIENT SHALL NOT BEGIN CONSTRUCTION BEFORE DEO HAS ISSUED THE "AUTHORITY TO USE GRANT FUNDS."**
6. The Recipient shall obtain approval from DEO prior to requesting CDBG funds for engineering activities and costs which are additional engineering services as defined in rules 73C-23.0031(6)(a)-(l), F.A.C.
7. The Recipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601-4655; hereinafter, the "URA"), implementing regulations at 24 C.F.R. part 42, 49 C.F.R. part 24 and 24 C.F.R. § 570.606(b), the requirements of 24 C.F.R. § 42.325– 42.350 governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. § 5304(d)), and the requirements in 24 C.F.R. § 570.606(d), governing optional relocation assistance policies.

If the Recipient undertakes any activity subject to the URA, the Recipient shall document completion of the acquisition by submitting all documentation required for a desk monitoring of the acquisition, including a notice to property owners of his or her rights under the URA, an invitation to accompany the appraiser, all appraisals, offer to the owner, acceptance, contract for sale, statement of settlement costs, copy of deed, waiver of rights (for donations), as applicable. The documentation shall be submitted prior to completing the acquisition (closing) so that DEO can determine whether remedial action may be needed. The Recipient shall provide relocation assistance to displaced persons as defined by 24 C.F.R. § 570.606(b)(2), that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

Attachment D – Program and Special Conditions

8. For Neighborhood Revitalization, Commercial Revitalization and Economic Development projects, the Recipient shall, prior to being reimbursed for more than fifteen thousand dollars (\$15,000) for administrative services, provide to DEO a copy of all engineering specifications and construction plans, if required, for the activities described in the Agreement. The Recipient shall also furnish DEO, prior to soliciting bids or proposals, a copy of bid documents for services and/or materials to provide those services and/or materials for construction activities when the bids are expected to exceed thirty-five thousand dollars (\$35,000). Additionally, the Recipient shall not publish any request for bids for construction purposes or distribute bid packages until DEO has provided its written acceptance of the engineering specifications, construction plans, and bid documents.
9. For each procured construction contract or agreement in Neighborhood Revitalization, Commercial Revitalization and Economic Development projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:
 - a. A copy of the bid advertisement, including an affidavit of publication;
 - b. Documentation of the Recipient's efforts made to inform minority- and woman-owned businesses of the opportunity to bid on the construction contract;
 - c. A copy of the bid tabulation sheet;
 - d. A copy of the engineer's recommendation to award;
 - e. A letter requesting sole source approval, if applicable;
 - f. A copy of the bid bond (5% of the bid price) for the prime contractor(s) selected to do the work, and;
 - g. Completed copies of the following forms:
 - Form SC-51 – Bidding Information and Contractor Eligibility;
 - Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor);
 - Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor), and;
 - Form SC-54 (if applicable) – Documentation for Business Claiming Section 3 Status.

For each procured construction contract or agreement in Housing Rehabilitation projects for which CDBG funding will be requested, the Recipient shall submit the following procurement documents:

- a. Form SC-37 – Certification Regarding Debarment, Suspension, and Other Responsibility Matters (Primary Covered Transactions);
 - b. Form SC-52 – Section 3 Participation Report (Construction Prime Contractor);
 - c. Form SC-38 (if applicable) – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Subcontractor); and
 - d. Form SC-53 (if applicable) – Section 3 Participation Report (Construction Subcontractor).
10. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization RFF that includes reimbursement of construction costs, the Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by DEO, signed by the contractor and inspection engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by DEO. For each Housing Rehabilitation RFF that includes construction costs, the Recipient shall provide a copy of AIA form G702, or a comparable form approved by DEO, if applicable, signed by the contractor and the local building inspector or housing specialist and a copy of form G703, or a comparable form approved by DEO, if applicable.
 11. For each Commercial Revitalization, Economic Development and Neighborhood Revitalization projects, when the Recipient issues the Notice to Proceed to the contractor(s), copies of the following documents shall be sent to DEO:

Attachment D – Program and Special Conditions

- a. Notice to Proceed;
 - b. The contractor's performance bond (one-hundred percent (100%) of the contract price); and
 - c. The contractor's payment bond (one-hundred percent (100%) of the contract price).
12. The Recipient shall undertake an activity each quarter to affirmatively further fair housing pursuant to 24 C.F.R. § 570.487(b)(4).
 13. All leveraged funds shall be expended concurrently and, to the extent feasible, proportionately with the expenditure of CDBG funds for the same activity. The Recipient shall document the expenditure of leveraged funds required for the points claimed in the application as it may have been amended through the completeness process and as reflected on the Project Detail Budget. All funds claimed for leverage shall be expended after the date that the Authority to Use Grant Funds is issued and prior to Recipient's submission of the administrative closeout package for this Agreement, except for the following costs:
 - Eligible administrative, engineering and environmental review costs expended after the site visit but prior to the date when the Authority to Use Grant Funds is issued, and
 - The CDBG portion of the cost of post-administrative closeout audits.
 14. The resulting product of any activity funded under this Agreement as amended shall be ineligible for rehabilitation or replacement with CDBG funds for a period of five (5) years.
 15. The Recipient shall ensure that a deed restriction is recorded on any real property or facility, excluding easements, acquired with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the subgrant application and that title shall remain in the name of the Recipient. Such deed restriction shall be made a part of the public records in the Clerk of Court of the county in which the real property is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. § 570.505. Any future change of use of real property shall be in accordance with 24 C.F.R. § 570.489(j).
 16. The Recipient shall comply with the historic preservation requirements of the National Historic Preservation Act of 1966, as amended, the procedures set forth in 36 C.F.R. part 800, and the Secretary of the Interior's Standards for Rehabilitation, codified at 36 C.F.R. 67, and Guidelines for Rehabilitating Historic Buildings.
 17. Pursuant to section 102(b), Public Law 101-235, 42 U.S.C. § 3545, the Recipient shall update and submit Form HUD 2880 to DEO within thirty (30) calendar days of the Recipient's knowledge of changes in situations which would require that updates be prepared. The Recipient must disclose:
 - a. All developers, contractors, consultants, and engineers involved in the application or in the planning, development, or implementation of the project or CDBG-funded activity; and
 - b. Any person or entity that has a financial interest in the project or activity that exceeds fifty thousand dollars (\$50,000) or ten percent (10%) of the grant, whichever is less.
 18. If required, the Recipient shall submit a final Form HUD 2880, to DEO with the Recipient's request for administrative closeout, and its absence or incompleteness shall be cause for rejection of the administrative closeout.
 19. Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. § 570.489(g). Title 24 C.F.R. § 570.489(h) shall apply in all conflicts of interest not governed by 24 C.F.R. § 570.489(g), such as those relating to the acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived. Additionally, the Recipient agrees to comply with, and this Agreement is subject to, chapter 112 F.S., and rule 73C-23.0051(11), F.A.C.
 20. Any payment by the Recipient using CDBG funds for acquisition of any property, right-of-way, or easement that exceeds fair market value as determined through the appraisal process established in HUD Handbook 1378 shall be approved in writing by DEO prior to distribution of the funds. Should the Recipient fail to obtain DEO pre-approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid or reimbursed with CDBG funds.

Attachment D – Program and Special Conditions

21. The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or videography shall document the ongoing improvements. Upon completion of construction, final documentation of the activity locations will be provided to DEO with the administrative closeout package for this Agreement.
22. If an activity is designed by an engineer, architect, or other licensed professional, it shall be certified upon completion by a licensed professional as meeting the specifications of the design, as may have been amended by change orders. The date of completion of construction shall be noted as part of the certification. This certification shall be accomplished prior to submission of an administrative closeout package and a copy of the certification shall be submitted with the administrative closeout package.
23. If necessary, the Recipient shall retain sufficient administration funds to ensure internet access, including email, for the duration of the Agreement, including any time extensions. If the Recipient does not already have a computer designated to the person responsible for grant oversight, which is located in the program office and capable of internet access, administrative funds may be used as needed to obtain, at reasonable cost, a computer to allow internet access.

Special Conditions

None.

Attachment E – Category Specific Conditions for Neighborhood Revitalization

1. The Recipient must meet a “National Objective” for each service area addressed with CDBG funds. If a National Objective is not met for a service area, all CDBG funds received for the activities conducted in that service area must be repaid.
2. If the Recipient installs water lines with CDBG funds for the purpose of fire protection, those lines shall only be converted to a potable water distribution system if the housing units of all low- and moderate-income families in the service area are hooked up to the potable water system at no cost to low- and moderate-income households. Hookups must be accomplished prior to or concurrent with conversion of the water lines to a potable water distribution system.
3. The Recipient is responsible for verifying and maintaining documentation that households receiving direct benefits, in the form of hookups to potable water and/or sewage collection lines, meet program requirements regarding the low- and moderate-income National Objective. The Recipient shall maintain homeowner files locally and at a minimum include the following:
 - a. The name of the owner, the address of the property, and family size;
 - b. The method and source documentation used to verify household income;
 - c. Documentation that the income of the household is below Section 8 income limits based on family size;
 - d. The method and source documentation used to verify of home ownership; and
 - e. If rental property is involved, an acceptable five-year written agreement with the owner(s) related to affordability and subsequent rate increases.

The information must be maintained for review and verification during on-site monitoring visits.

4. The Recipient shall provide the following data in its Administrative Closeout Report for each CDBG-funded activity:
 - a. For activities that provided indirect benefits (i.e., road paving, water and sewer improvements, parks, fire protection), beneficiary data shall be provided for all residents of the households being served. For activities that provided direct benefits (i.e., utility hookups, housing rehabilitation, temporary relocation), beneficiary data shall be provided based solely on the head of household. The number of females and female heads of households, the number of handicapped persons, the number of elderly persons;
 - b. The number moderate-income (MI), low-income (LI), and very low-income (VLI) beneficiaries proposed and actually served;
 - c. The racial demographics (White, African American, Asian, American Indian or Alaskan Native, Native Hawaiian/Pacific Islander, American Indian or Alaskan Native and White, Asian and White, African American and White, American Indian/Alaskan Native and African American, other multi-racial) of all indirect beneficiaries and of heads of households for direct beneficiaries and the number of Hispanic beneficiaries; and
 - d. The name of each head of household, owner’s name (if different), and address of each housing unit hooked up to water or sewer service with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit.

Attachment F – Civil Rights Compliance

Fair Housing

As a condition for the receipt of CDBG funds, each Recipient must certify that it will "affirmatively further fair housing" in its community. A Recipient shall demonstrate its commitment to affirmatively further fair housing by implementing the actions listed below.

Each Recipient shall do the following:

- 1) Have in place a fair housing resolution or ordinance that covers all Federally protected classes (race, color, familial status, handicap, national origin, religion, and sex);
- 2) Designate an employee as the Fair Housing Coordinator who is available during regular business hours to receive fair housing calls;
- 3) Publish the Fair Housing Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask fair housing questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website;
- 4) Establish a system to record the following for each fair housing call:
 - a) The nature of the call,
 - b) The actions taken in response to the call,
 - c) The results of the actions taken, and
 - d) If the caller was referred to another agency, the results obtained by the referral agency;
- 5) Conduct at least one fair housing activity each quarter. Identical activities (see examples below) shall not be conducted in consecutive quarters; and
- 6) Display a fair housing poster in the CDBG Office. (This does not count as a fair housing activity.)

The Recipient shall ensure that the fair housing contact person has received training so that he/she can handle fair housing phone inquiries or refer the inquiries to the appropriate people/agencies. Records maintained by the contact will help the community do the following:

- Define where discriminatory practices are occurring,
- Help the community measure the effectiveness of its outreach efforts, and
- Provide the community with a means to gain information that can be used to design and implement strategies that will eliminate fair housing impediments.

Examples of fair housing activities include the following:

- Making fair housing presentations at schools, civic clubs, and neighborhood association meetings;
- Conducting a fair housing poster contest or an essay contest;
- Manning a booth and distributing fair housing materials at libraries, health fairs, community events, yard sales, and church festivals; and
- Conducting fair housing workshops for city/county employees, realtors, bank and mortgage company employees, insurance agents, and apartment complex owners.

Printing a fair housing notice on a utility bill is no longer accepted as a fair housing activity; however, mailing a DEO-approved fair housing brochure as an insert with utility bills will be accepted as an activity. Placing posters in public buildings does not meet the requirement for a fair housing activity.

The Recipient shall document its fair housing activities by keeping photographs, newspaper articles, sign-in sheets and copies of handouts in their CDBG project file and include information about the activities in the comment section of each quarterly report.

Attachment F – Civil Rights Compliance

Equal Employment Opportunity

As a condition for the receipt of CDBG funds, each Recipient must certify that it and the contractors, subcontractors, subrecipients and consultants that it hires with CDBG funds will abide by the Equal Employment Opportunity (EEO) Laws of the United States. A Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

Each Recipient shall do the following:

- 1) Have in place an equal employment opportunity resolution or ordinance that protects its applicants and employees and the applicants and employees of its contractors, subcontractors, subrecipients and consultants from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex, national origin, disability, age, or genetics;
- 2) Designate an employee as the EEO Coordinator who is available during regular business hours to receive EEO calls;
- 3) Publish the EEO Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask EEO questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and
- 4) Establish a system to record the following for each EEO call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken;

Each Recipient shall maintain a list of certified minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) that operate in its region. The Recipient shall use this list to solicit companies to bid on CDBG-funded construction activities and shall provide a copy of the list to the prime contractor(s) to use when it hires subcontractors and consultants. The Department of Management Services maintains a list of certified minority- and women-owned businesses that can be used to develop a local MBE/WBE list at the following website: <https://osd.dms.myflorida.com/directories>.

Section 504 and the Americans with Disabilities Act (ADA)

As a condition for the receipt of CDBG funds, the Recipient must certify that it provides access to all federally funded activities to all individuals, regardless of handicap. The Recipient shall demonstrate its commitment to abide by the laws through the actions listed below.

The Recipient shall do the following:

- 1) Have in place a resolution or ordinance that is designed to eliminate discrimination against any person who:
 - a) Has a physical or mental impairment which substantially limits one or more major life activities,
 - b) Has a record of such an impairment, or
 - c) Is regarded as having such an impairment;
- 2) Designate an employee as the Section 504/ADA Coordinator who is available during regular business hours to receive Section 504/ADA calls;
- 3) Publish the Section 504/ADA Coordinator's contact information quarterly in a newspaper of general circulation in the Recipient's jurisdiction so that people know who to call to ask Section 504/ADA questions or register a complaint. Alternatively, the Recipient can post the coordinator's contact information throughout the quarter on the home page of its website; and

Attachment F – Civil Rights Compliance

- 4) Establish a system to record the following for each Section 504/ADA call:
 - a) The nature of the call,
 - b) The actions taken in response to the call, and
 - c) The results of the actions taken.

Section 504 prohibitions against discrimination (see 45 C.F.R. part 84) apply to service availability, accessibility, delivery, employment, and the administrative activities and responsibilities of organizations receiving Federal financial assistance. A recipient of Federal financial assistance may not, on the basis of disability:

- Deny qualified individuals the opportunity to participate in or benefit from Federally funded programs, services, or other benefits,
- Deny access to programs, services, benefits or opportunities to participate as a result of physical barriers, or
- Deny employment opportunities, including hiring, promotion, training, and fringe benefits, for which they are otherwise entitled or qualified.

The ADA regulations (Title II, 28 C.F.R. part 35, and Title III, 28 C.F.R. part 36) prohibit discrimination on the basis of disability in employment, State and local government, public accommodations, commercial facilities, transportation, and telecommunications. To be protected by the ADA, one must have a disability or have a relationship or association with an individual with a disability.

Title II covers all activities of state and local governments regardless of the government entity's size or receipt of Federal funding. Title II requires that State and local governments give people with disabilities an equal opportunity to benefit from all of their programs, services, and activities (e.g. public education, employment, transportation, recreation, health care, social services, courts, voting, and town meetings). State and local governments are required to follow specific architectural standards in the new construction and alteration of their buildings. They also must relocate programs or otherwise provide access in inaccessible older buildings, and communicate effectively with people who have hearing, vision, or speech disabilities.

Title III covers businesses and nonprofit service providers that are public accommodations, privately operated entities offering certain types of courses and examinations, privately operated transportation, and commercial facilities. Public accommodations are private entities who own, lease, lease to, or operate facilities such as restaurants, retail stores, hotels, movie theaters, private schools, convention centers, doctors' offices, homeless shelters, transportation depots, zoos, funeral homes, day care centers, and recreation facilities including sports stadiums and fitness clubs. Transportation services provided by private entities are also covered by Title III.

Section 3 - Economic Opportunities for Low- and Very Low-Income Persons

Each Recipient shall encourage its contractors to hire qualified low- and moderate-income residents for any job openings that exist on CDBG-funded projects in the community. The Recipient and its contractors shall keep records to document the number of low- and moderate-income people who are hired to work on CDBG-funded projects. The number of low- and moderate-income residents who are hired to work of the project shall be reported in the comment section of the quarterly report.

Attachment F – Civil Rights Compliance

The following clause from 24 C.F.R. § 135.38 is required to be included in CDBG-funded contracts of one hundred thousand dollars (\$100,000) or more.

Section 3 Clause

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are Recipients of HUD assistance for housing.
- B. The Parties to this contract agree to comply with HUD's regulations in 24 C.F.R. part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Attachment F – Civil Rights Compliance

Civil Rights Regulations

As a condition for the receipt of CDBG funds, each Recipient must certify that it will abide by the following Federal laws and regulations:

1. Title VI of the Civil Rights Act of 1964 – Prohibits discrimination by government agencies that receive Federal funding;
2. Title VII of the Civil Rights Act of 1964 – prohibits employment discrimination on the basis of race, color, religion, sex, or national origin;
3. Title VIII of the Civil Rights Act of 1968 – as amended (the Fair Housing Act of 1988);
4. 24 C.F.R. § 570.487(b) – Affirmatively Furthering Fair Housing;
5. 24 C.F.R. § 570.490(b) – Unit of general local government's record;
6. 24 C.F.R. § 570.606(b) – Relocation assistance for displaced persons at URA levels;
7. Age Discrimination Act of 1975;
8. Executive Order 12892 – Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing;
9. Section 109 of the Housing and Community Development Act of 1974 – No person shall be excluded from participation in, denied benefits of, or subjected to discrimination under any program or activity receiving CDBG funds because of race, color, religion, sex or national origin;
10. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. part 8, which prohibits discrimination against people with disabilities;
11. Executive Order 11063 – Equal Opportunity in Housing;
12. Executive Order 11246 – Equal Employment Opportunity; and
13. Section 3 of the Housing and Urban Development Act of 1968, as amended – Employment/Training of Lower Income Residents and Local Business Contracting.

I hereby certify that the City of Bunnell shall comply with all of the provisions and Federal regulations listed in this attachment.

By: _____ Date: _____

Name: Catherine D. Robinson

Title: Mayor



Attachment G – Reports

The following reports must be completed and submitted to DEO in the time frame indicated and in compliance with rule 73C-23.0051(5)-(6)(a), F.A.C. Failure to timely file these reports constitutes an Event of Default, as defined in Paragraph (10) Default, of this Agreement.

1. A **Quarterly Progress Report**, Form SC-65, must be submitted to DEO fifteen (15) calendar days after the end of each quarter. The reports are due by the following dates: April 15, July 15, October 15 and January 15.

2. A **Contract and Subcontract Activity** form, Form HUD-2516, currently available at <http://www.flrules.org/Gateway/reference.asp?No=Ref-05360>; which is incorporated herein by reference, must be submitted by April 15 and October 15 each year through the DEO's eCDBG reporting system at <https://www.deoecdbg.com/Default.aspx>. The form must reflect all contractual activity for the period, including Minority Business Enterprise and Woman Business Enterprise participation. If no activity has taken place during the reporting period, the form must indicate "no activity".

3. The **Administrative Closeout Report**, Form SC-62, must be submitted to DEO within forty-five (45) calendar days of the Agreement termination date, in compliance with rule 73C-23.0051(5), F.A.C. and the terms of this Agreement.

4. In accordance with 2 C.F.R. part 200, should the Recipient meet the threshold for submission of a single or program specific audit, the audit must be conducted in accordance with 2 C.F.R. part 200, and submitted to DEO no later than nine months from the end of the Recipient's fiscal year. If the Recipient did not meet the audit threshold, an **Audit Certification Memo**, Form SC-47, must be provided to DEO no later than nine months from the end of the Recipient's fiscal year.

5. A copy of the **Audit Compliance Certification** form, Attachment J, must be emailed to audit@deo.myflorida.com within sixty (60) calendar days of the end of each fiscal year in which this subgrant was open.

6. The **Section 3 Summary Report**, form HUD-60002, must be completed and submitted through DEO's eCDBG reporting system by July 31, annually. The form must be used to report annual accomplishments regarding employment and other economic opportunities provided to persons and businesses that meet section 3 requirements.

7. Request for Funds must be submitted as required by DEO and as scheduled on the ***Project Detail Budget and Activity Work Plan***.

8. All forms referenced herein are available online or upon request from DEO's grant manager for this Agreement.

Attachment H – Warranties and Representations

Financial Management

The Recipient's financial management system must comply with the provisions of 2 C.F.R. part 200, section 218.33, F.S., and the rules promulgated thereunder, rule 73C-23.0051(1), F.A.C., and include the following:

- (1) Accurate, current and complete disclosure of the financial results of this project or program.
- (2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.
- (3) Effective control over and accountability for all funds, property and other assets. The Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.
- (4) Comparison of expenditures with budget amounts for each Request for Funds (RFF). Whenever appropriate, financial information should be related to performance and unit cost data.
- (5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the 2 C.F.R. part 200 and the terms and conditions of this Agreement.
- (6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions must follow the provisions of 2 C.F.R. §§ 200.318-200.326 and be conducted in a manner providing full and open competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals shall be excluded from competing for such procurements. Awards must be made to the responsible and responsive bidder or offeror whose proposal is most advantageous to the program, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected if there is a sound, documented reason.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient. (*See* 2 C.F.R. § 200.318(c)(1).)

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site at all reasonable times for business. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

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

Attachment I – Audit Requirements

The administration of resources awarded by DEO to the Recipient may be subject to audits and/or monitoring by DEO as described in this section.

Monitoring

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by DEO staff to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I: Federally Funded

This part is applicable if the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Recipient expends \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the Recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

3. If the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than \$300,000 (*\$500,000 for fiscal years ending after December 31, 2003*) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the Recipient resources obtained from other than Federal entities).

Attachment I – Audit Requirements

4. Title 2 C.F.R. part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2 C.F.R. part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

Part II: State Funded

This part is applicable if the Recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient (for fiscal years ending September 30, 2004 or thereafter), the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the Recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:

<http://www.myflorida.com/audgen/pages/flsaa.htm>

Attachment I – Audit Requirements

Part III: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the Recipient shall submit a copy of the reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): Audit@deo.myflorida.com

or

Attachment I – Audit Requirements

Paper (hard copy):

Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the Recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, the Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

Part V: Record Retention

1. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of six (6) years from the date the audit report is issued, or six (6) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

Exhibit 1 to Attachment I – Funding Sources

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Federal Funds Obligated to Recipient:	\$700,000
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description:	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
<i>This is not a research and development award.</i>	

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

Federal Program

1. The Recipient shall perform its obligations in accordance with sections 290.0401- 290.048, F.S.
2. The Recipient shall perform its obligations in accordance with 24 C.F.R. §§ 570.480 – 570.497.
3. The Recipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
4. The Recipient shall perform the obligations in accordance with chapter 73C-23, F.A.C.
5. The Recipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Recipient's Notice of Subgrant Award/Fund Availability (NFA).

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following: *N/A*

Matching Resources for Federal Programs: *N/A*

Subject to Section 215.97, Florida Statutes: *N/A*

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement are as Follows: *N/A*

NOTE: Title 2 C.F.R. § 200.331 and section 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 and the Notice of Subgrant Award/Fund Availability be provided to the Recipient.

Attachment J – Audit Compliance Certification

<i>Email a copy of this form within 60 days of the end of each fiscal year in which this subgrant was open to audit@deo.myflorida.com.</i>	
Recipient: City of Bunnell	
FEIN: 596000285	Recipient's Fiscal Year: October 1 through September 30
Contact Name: Stella Gurnee	Contact's Phone: (386) 263-8814
Contact's Email: sgurnee@bunnellcity.us	
<p>1. Did the Recipient expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, answer the following before proceeding to item 2.</p> <p>Did the Recipient expend \$750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable State single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.</p>	
<p>2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the above answer is yes, also answer the following before proceeding to execution of this certification:</p> <p>Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 C.F.R. part 200, subpart F, as revised.</p>	
By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.	
Signature of Authorized Representative	Date
Printed Name of Authorized Representative	Title of Authorized Representative

Attachment K – eCDBG Access Authorization Form

*Submit an original eCDBG Access Authorization Form with each copy of the contract.
Use the tab key to move between form fields when completing the form electronically.*

Recipient Name: City of Bunnell	Contract Number: 17DB-OL-04-28-02-N17	Funding Source: Small Cities CDBG
Mailing Address (Street or P.O. Box): Post Office Box 756		
City, State, and Zip Code: Bunnell, Florida 32110-0756		
Recipient's DUNS #: 039896360		Recipient's FEID #: 596000285
<p>Note: A maximum of two employees of the Recipient can be authorized to access eCDBG for this contract. The individuals listed below have been designated to access eCDBG on behalf of the Recipient listed above for the purpose of submitting Requests for Funds (RFFs) and required reports. The eCDBG website address is – http://www.deocdbg.com. If you need to update the names of the individuals who are authorized to access eCDBG for this contract, submit a copy of SC-55, <i>eCDBG Access Authorization Update Form</i>, to DEO. CDBG Program Phone Number: (850) 717-8405.</p>		
Primary User's Name: Stella Gurnee	Date: _____	Signature: _____
Title: Finance Director	E-mail address: sgurnee@bunnellcity.us	
Secondary User's Name: Michael Baldwin	Date: _____	Signature: _____
Title: Utilities Manager	E-mail address: mbaldwin@bunnellcity.us	
<p>As the Chief Elected Official of the Recipient, I certify that the above individuals are authorized to submit RFF's and reports through eCDBG on behalf of the Recipient.</p>		
Name: Catherine D. Robinson Title: Mayor	Date: _____	Signature: _____
Additional Payment Information for Processing Requests for Funds		
<input checked="" type="checkbox"/> Check here if the Recipient utilizes Electronic Funds Transfer (EFT) from the State of Florida. <input checked="" type="checkbox"/> Check here if the Recipient will be working on a reimbursement basis. <input type="checkbox"/> If this signature authority form pertains to a housing rehabilitation grant, check here if your local government has an escrow account for housing activities.		
<p>CDBG payments to local governments using EFT are automatically deposited in the local government's general account. If the account is interest bearing, the CDBG funds must be transferred to a non-interest bearing account. You can check the status of your deposit at the Comptroller's website: http://flair.dbf.state.fl.us/.</p>		
<p>Local governments not receiving EFT, and not working on a reimbursement basis, must establish a non-interest bearing account. Provide account information for the financial institution (insured by FDIC) below. All signatures on the account must be bonded.</p>		
Name of Financial Institution: N/A		Account Number: N/A
Address: N/A		Telephone Number: () -
City, State and Zip Code: N/A		

Notice of Subgrant Award/Fund Availability (NFA)

General Information

Subrecipient's DUNS-Registered Name:	Bunnell, City of
Subrecipient's DUNS Number:	039896360
Federal Awarding Agency:	U.S. Department of Housing and Urban Development
Pass-Through Entity:	Florida Department of Economic Opportunity
Federal Award Identification Number:	B-15-DC-12-0001
Federal Award Date:	September 1, 2015
Total Federal Award to Pass-Through Entity:	\$24,019,316
Catalog of Federal Domestic Assistance Title:	Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii
Catalog of Federal Domestic Assistance Number:	14.228
Project Description: (This is not a research and development award.)	Funding is being provided for needed infrastructure improvements to benefit low- and moderate-income persons residing in the Recipient's jurisdiction.
Total Federal Funds Obligated to Subrecipient (Contract Total):	\$700,000
Total Amount of Federal Award Committed to Subrecipient (Contract Total):	\$700,000
Subrecipient's Indirect Cost Rate Applied to this Award:	N/A
Action Being Taken:	Initial Award and Release

Award Information

Contract Number:	17DB-OL-04-28-02-N 17
Program Year in eCDBG:	FFY 2015
FLAIR Grant Number:	DBF16
FLAIR Contract Number:	H2271

Subaward and Fund Availability

	Award (Federal Funds Obligated by this Action)	Funds Available/Release (Maximum cash available for draw)
<i>Current Award/Release:</i>	\$700,000	\$700,000
<i>This Action:</i>	\$700,000	\$700,000
<i>Revised Award/Release:</i>	\$700,000	\$700,000

(Note: If changes are made to the Project Detail Budget, attach a copy of form SC-35 and SC-36, if applicable, to this NFA.)

AWARD TERMS & CONDITIONS AND OTHER INSTRUCTIONS

General Conditions:

The Recipient shall perform the obligations as set forth in Contract Number: 17DB-OL-04-28-02-N 17 ("Agreement"), including any attachments or exhibits thereto. The Recipient shall comply with the requirements of 24 C.F.R. part 570, subpart I, and § 570.200(j) and § 570.606 (HUD regulations concerning State CDBG Programs). The Recipient shall include an invoice from the Recipient to DEO with each Request for Funds that is submitted. The Recipient shall comply with all applicable federal, state and local laws, regulations, rules, and policies, including, but not necessarily limited to, those identified herein:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. part 200);
2. Florida Small Cities Community Development Block Grant Program Act (§§ 290.0401-290.048, F.S.);
3. Florida Small Cities Community Development Block Grant Program rules (chapter 73C-23, F.A.C.);
4. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §§ 5301-5321);
5. Rules and Procedures for Efficient Federal-State Funds Transfers (31 C.F.R. part 205);
6. Community Planning Act (§ 163.3164, F.S.);
7. Florida Small and Minority Business Assistance Act (§§ 288.703-288.706, F.S.);
8. CDBG Technical Memoranda;
9. Applicable HUD Community Planning and Development (CPD) Notices;
10. Single Audit Act Amendments of 1996 (31 U.S.C. §§ 7501-7507);
11. Environmental Review Procedures for Entities Assuming HUD Responsibilities (24 C.F.R. part 58);
12. Environmental Criteria and Standards (24 C.F.R. part 51);
13. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. §§ 4001-4129), Floodplain Management and Protection of Wetlands (24 C.F.R. part 55), and Executive Orders 11988 (Floodplain Management) and 11990 (Protection of Wetlands);

14. National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4370h) and other provisions of law which further the purpose of this act;
15. National Historic Preservation Act of 1966, as amended (54 U.S.C. §§ 300301-320303), Protection of Historic Properties (36 C.F.R. part 800), and other provisions of law which further the purpose of this act;
16. Archaeological and Historic Preservation Act of 1974 and Reservoir Salvage Act of 1960, as amended (54 U.S.C. §§ 312501-312508);
17. Coastal Zone Protection Act of 1985 (§§ 161.52-161.58, F.S.);
18. Safe Drinking Water Act of 1974, as amended (42 U.S.C. §§ 1400-1465);
19. Federal Water Pollution Control Act of 1972, as amended (33 U.S.C. §§ 1251-1387);
20. Davis–Bacon Act of 1931, as amended (40 U.S.C. §§ 3141-3148) and Labor Standards Provisions of 29 C.F.R. part 5;
21. Contract Work Hours and Safety Standards Act of 1962, as amended (40 U.S.C. §§ 3701-3708);
22. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C. §§ 6901-6992k);
23. Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157) and the Uniform Accessibility Standards, as applicable;
24. Federal Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201-219);
25. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. §§ 4601-4655), and the applicable rules for Federal and Federally-Assisted Programs at 49 C.F.R. part 24;
26. Copeland “Anti-Kickback” Act (18 U.S.C. § 874);
27. Hatch Act of 1939, as amended (5 U.S.C. §§ 1501-1508);
28. Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4821-4846); the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§ 4851–4856); and the applicable implementing regulations at 24 C.F.R. part 35 and 24 C.F.R. part 570, subparts A, B, J, K, and R;
29. Section 102 of HUD Reform Act of 1989 (42 U.S.C. § 3545) and HUD Reform Act regulations at 24 C.F.R. part 4.
30. False Claims Act (31 U.S.C. §§ 3729-3733);
31. Comprehensive Procurement Guideline for Products Containing Recovered Materials (40 C.F.R. part 247); and
32. Clean Air Act (42 U.S.C. §§ 7401-7671q.), and National Primary and Secondary Ambient Air Quality Standards (40 C.F.R. part 50).

Other Notes/Comments:

N/A

Questions:

Program- and contract-related questions should be addressed to Adriane Burgess, at (850) 717-8444 or by email at Adriane.Burgess@deo.myflorida.com. eCDBG specific questions should be addressed to subrecipientfinancialsystems@deo.myflorida.com.

Project Detail Budget

Recipient: City of Bunnell

Contract Number: 17DB-OL-04-28-02-N 17

Modification Number (if applicable): N/A

Date Revision Approved: N/A

Activity #	Activity Description	Accomplishments		Beneficiaries				Budget		
		Unit	Number	VLI	LJ	MI	All	CDBG Amount	Other Funds	Source* Total Funds
21A	Administration							\$56,000		\$56,000
03J	Engineering								\$30,000	\$30,000
03J	Sewer Line Replacement	LF LS	7,350 1	216	35	174	553	\$583,000	\$20,000	\$603,000
03J	Sewage Treatment Plant Upgrades	Each	1	1,120	722	575	2,777	\$61,000		\$61,000
Totals:								\$700,000	\$50,000	\$750,000

* Show the sources and amounts of "Other Funds" needed to complete the project below, including local funds, grants from other agencies and program income.

Source	Other Funds Counted as Leverage	Other Funds Not Counted as Leverage
1. City of Bunnell	\$50,000	
2.		
3.		
4.		
5.		

**Small Cities CDBG Program Information Sheet**

April, 2015

Recipient Name: City of BunnellCFDA Number: 14.228Contract Number: 17DB-OL-04-28-02-N17

Contact Information

1. Chief Elected Official

CEO Name: Catherine D. Robinson

Title: Mayor

Address: P.O. Box 756

City, State, Zip Code: Bunnell, Florida 32110

Telephone No: (386) 437-7500 Ext:

Fax Number: (386) 437-7503

E-Mail Address: crobinson@bunnellcity.us

2. Recipient Employee Designated by Resolution to Sign Subgrant Documents

Name: N/A

Title:

Address:

City, State, Zip Code:

Telephone No: () - Ext:

Fax Number: () -

E-Mail Address:

3. Chief Financial Officer

CFO Name: Stella Gurnee

Title: Finance Director

Address: P.O. Box 756

City, State, Zip Code: Bunnell, Florida 32110

Telephone No: (386) 437-7500 Ext:

Fax Number: (386) 437-7503

E-Mail Address: sgurnee@bunnellcity.us

4. Project Contact

Name: Dan Davis

Title: City Manager

Address: P.O. Box 756

City, State, Zip Code: Bunnell, Florida 32110

Telephone No: (386) 437-7500 Ext:

Fax Number: (386) 437-7503

E-Mail Address: ddavis@bunnellcity.us

Small Cities CDBG Program Information Sheet

April, 2015

5. Civil Rights Contacts

Fair Housing Coordinator: Kristen Bates
Title: Acting Community Development Director
Telephone No: (386) 263-8808 Ext:
E-Mail Address: kbates@bunnellcity.us

EEO Coordinator: Kristen Bates
Title: Acting Community Development Director
Telephone No: (386) 263-8808 Ext:
E-Mail Address: kbates@bunnellcity.us

Section 504/ADA Coordinator: Kristen Bates
Title: Acting Community Development Director
Telephone No: (386) 263-8808 Ext:
E-Mail Address: kbates@bunnellcity.us

6. Private Consultant (If applicable)

Consultant Firm: Fred D. Fox
Consultant Contact: Melissa Fox, Grants Compliance Manager
Address: P.O. Box 840338
City, State, Zip Code: St. Augustine, Florida 32080
Telephone No: (904) 810-5183 Ext: Fax Number: (904) 810-5302
E-Mail Address: melissa.fox@fredfoxenterprises.com

Administrative Data

1. Local Government Federal ID Number: 596000285
2. Local Government DUNS Number: 005860016
3. Districts: United States Congress 7
Florida Senate 20 & 26 Florida House 1 & 8

Small Cities CDBG Program Information Sheet

April, 2015

4. If the recipient is not receiving Electronic Funds Transfer (EFT) from the State of Florida, please provide an address for transmittal of the reimbursement warrant:

Recipient Name: N/A

Street Address: _____

City, State, Zip: _____

- 5 Please provide a brief Project Description:

The Primary Project Included in this application is being carried out in the following Service Areas:

In Service Area #1: The Southeast Bunnell Sanitary Sewer Line Replacement Service Area - the replacement of five thousand fifty feet (5,050') of eight inch (8") Vitrified Clay Pipe with Gray HDPE PS 19 sanitary sewer pipe by pipe bursting, the replacement of one thousand fifty feet (1,050') of ten inch (10") Vitrified Clay Pipe with Gray HDPE PS 19 sanitary sewer line by pipe bursting, the replacement of seventy seven (77) sanitary sewer laterals, and the relining of twenty one (21) existing manholes;

In Service Area #2: Lift Station #6 Force Main Replacement Service Area - the replacement of one thousand two hundred fifty feet (1,250') of four inch (4") force main serving lift station #6;

In Service Area #3: North Anderson Street - East Magnolia Street Lift Station Renovation Service Area - the rehabilitation and upgrading of Lift Station #2; and

In Service Area #4: Sanitary Sewer System Wide Service Area - the installation of a thirty-five thousand gallon (35,000) Equalization Basin at the City's sanitary sewer treatment plant.

**Civil Rights Profile Sheet**

April, 2015

Recipient Name: City of BunnellDate: June 8, 2017Contract Number: 17DB-OL-04-28-02-N17**Demographic Data**

1. Total Number of Local Government Employees: 50 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG-funded activities: 5
3. Total Number of Local Government Minority Employees: 7 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 1
5. Local Government Population #: 2,676 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 987 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 36.9% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 87.04% *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: #1 - 150
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: 96.67%

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street
MSC - 400
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

Civil Rights Profile Sheet

April, 2015

Instructions for Completing Beneficiary Form

For All Subgrants:

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update the data upon completion of subgrant activities.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: Service Area #1 - 03J - Sewer Line Replacment

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White	5	5	N/A	N/A	N/A	4
African American	145	140	N/A	N/A	N/A	0
Asian	0	0	N/A	N/A	N/A	0
Native Hawaiian/Pacific Islander	0	0	N/A	N/A	N/A	0
American Indian/Alaskan Native	0	0	N/A	N/A	N/A	0
Other Multi-Racial	0	0	N/A	N/A	N/A	0
Female Head of Household	31	31	N/A	N/A	N/A	N/A
Elderly Head of Household	30	30	N/A	N/A	N/A	N/A
Handicapped	25	24	N/A	N/A	N/A	N/A

**Civil Rights Profile Sheet**

April, 2015

Recipient Name: City of BunnellDate: June 8, 2017Contract Number: 17DB-OL-04-28-02-N17**Demographic Data**

1. Total Number of Local Government Employees: 50 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG-funded activities: 5
3. Total Number of Local Government Minority Employees: 7 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 1
5. Local Government Population #: 2,676 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 987 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 36.9% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 87.04% *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: #2 - 63
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: 95.24%

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street
MSC - 400
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

Civil Rights Profile Sheet

April, 2015

Instructions for Completing Beneficiary Form

For All Subgrants:

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update the data upon completion of subgrant activities.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: Service Area #2 - 03J - Sewer Line Replacment

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White	13	7	N/A	N/A	N/A	2
African American	50	50	N/A	N/A	N/A	0
Asian	0	0	N/A	N/A	N/A	0
Native Hawaiian/Pacific Islander	0	0	N/A	N/A	N/A	0
American Indian/Alaskan Native	0	0	N/A	N/A	N/A	0
Other Multi-Racial	0	0	N/A	N/A	N/A	0
Female Head of Household	14	14	N/A	N/A	N/A	N/A
Elderly Head of Household	5	5	N/A	N/A	N/A	N/A
Handicapped	4	4	N/A	N/A	N/A	N/A

**Civil Rights Profile Sheet**

April, 2015

Recipient Name: City of BunnellDate: June 8, 2017Contract Number: 17DB-OL-04-28-02-N17**Demographic Data**

1. Total Number of Local Government Employees: 50 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG-funded activities: 5
3. Total Number of Local Government Minority Employees: 7 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 1
5. Local Government Population #: 2,676 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 987 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 36.9% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 87.04% *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: #3 - 340
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: 64.71%

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street
MSC - 400
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

Civil Rights Profile Sheet

April, 2015

Instructions for Completing Beneficiary Form

For All Subgrants:

Use application survey data or census data, as appropriate, to determine beneficiary information. **Complete a copy of the form below for each activity**, except Administration and Engineering. Submit civil rights information with executed contract and update the data upon completion of subgrant activities.

1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: Service Area #3 - 03J - Sewer Line Replacment

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White	339	219	N/A	N/A	N/A	5
African American	0	0	N/A	N/A	N/A	0
Asian	1	1	N/A	N/A	N/A	0
Native Hawaiian/Pacific Islander	0	0	N/A	N/A	N/A	0
American Indian/Alaskan Native	0	0	N/A	N/A	N/A	0
Other Multi-Racial	0	0	N/A	N/A	N/A	0
Female Head of Household	36	32	N/A	N/A	N/A	N/A
Elderly Head of Household	67	50	N/A	N/A	N/A	N/A
Handicapped	19	18	N/A	N/A	N/A	N/A

**Civil Rights Profile Sheet**

April, 2015

Recipient Name: City of BunnellDate: June 8, 2017Contract Number: 17DB-OL-04-28-02-N17**Demographic Data**

1. Total Number of Local Government Employees: 50 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG-funded activities: 5
3. Total Number of Local Government Minority Employees: 7 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 1
5. Local Government Population #: 2,676 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 987 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 36.9% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 87.04% *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: #4 - 2,777
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: 87.04%

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street
MSC - 400
Tallahassee, Florida 32399-6508

Retain a file copy in the event that a CDBG grants manager wishes to review it during a monitoring visit.

Civil Rights Profile Sheet

April, 2015

Instructions for Completing Beneficiary Form

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1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: Service Area #4 - 03J - Sewer Line Replacment/Sewage Treatment Plant

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White	1,866	1,625	N/A	N/A	N/A	30
African American	886	771	N/A	N/A	N/A	0
Asian	8	7	N/A	N/A	N/A	0
Native Hawaiian/Pacific Islander	0	0	N/A	N/A	N/A	0
American Indian/Alaskan Native	17	15	N/A	N/A	N/A	0
Other Multi-Racial	0	0	N/A	N/A	N/A	0
Female Head of Household	592	515	N/A	N/A	N/A	N/A
Elderly Head of Household	419	365	N/A	N/A	N/A	N/A
Handicapped	444	386	N/A	N/A	N/A	N/A

**Civil Rights Profile Sheet**

April, 2015

Recipient Name: City of BunnellDate: June 8, 2017Contract Number: 17DB-OL-04-28-02-N17**Demographic Data**

1. Total Number of Local Government Employees: 50 *(Do not include constitutional officers.)*
2. Number of Employees who work on CDBG-funded activities: 5
3. Total Number of Local Government Minority Employees: 7 *(Do not include constitutional officers.)*
4. Number of Minority Employees who work on CDBG funded activities: 1
5. Local Government Population #: 2,676 *(Counties – do not include populations of incorporated cities.)*
6. Local Government Minority Population: 987 *(Counties – do not include populations of incorporated cities.)*
7. Local Government Minority Population Percentage: 36.9% *(Counties – do not include populations of incorporated cities.)*
8. Percentage of Persons of Low- and Moderate-Income in the Local Government: 87.04% *(Counties – do not include populations of incorporated cities.)*

For Neighborhood Revitalization and Commercial Revitalization Projects Only

9. Service Area Population: #5 - 2,777
10. Percentage of Persons of Low- and Moderate-Income in the Service Area: 87.04%

To document civil rights compliance, this profile and the beneficiary table on page 2 must be completed and returned to:

Small Cities CDBG Program
Department of Economic Opportunity
107 East Madison Street
MSC - 400
Tallahassee, Florida 32399-6508

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Civil Rights Profile Sheet

April, 2015

Instructions for Completing Beneficiary Form

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1. Total Beneficiaries in Service Area: Using project data on eligible individuals, enter number of individual beneficiaries in each population group to be assisted.
2. LMI Beneficiaries in Service Area: Using project data regarding individuals, enter number of individual LMI beneficiaries in each population group to be assisted.

For Economic Development Subgrants Only *(Should be provided at the time of grant completion.)*

3. Job Applicants: Use job applicant information provided by the employer and enter number of individual job applicants in each population group to complete.
4. Job Hires: Use job applicant and hiring information provided by the employer and enter number of job hires (employees) holding jobs when final job creation requirements have been met.

For Housing Subgrants Only:

5. (Complete column 5 below at closeout using data provided by assisted households.)

Activity Name: Service Area #5 - 03J - Water Tank/Well/Treatment Plant

Population Group	1. Total Beneficiaries	2. LMI Beneficiaries	3. Job Applicants	4. Employees Hired	5. Housing Beneficiaries	6. Hispanic
White	1,866	1,625	N/A	N/A	N/A	30
African American	886	771	N/A	N/A	N/A	0
Asian	8	7	N/A	N/A	N/A	0
Native Hawaiian/Pacific Islander	0	0	N/A	N/A	N/A	0
American Indian/Alaskan Native	17	15	N/A	N/A	N/A	0
Other Multi-Racial	0	0	N/A	N/A	N/A	0
Female Head of Household	592	515	N/A	N/A	N/A	N/A
Elderly Head of Household	419	365	N/A	N/A	N/A	N/A
Handicapped	444	386	N/A	N/A	N/A	N/A



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 6/12/2017 Amount: \$210
Department: Public Works and Parks/Rec Account #: 001.0541.541.5400
Subject: Request approval of the River to Sea TPO Funding Agreement
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Funding Agreement	Contract
Invoice	Invoice

Summary/Highlights:

The City participates in the River to Sea Transportation Planning Organization (TPO). Traditionally, the City enters into an annual agreement to support the functions necessary for the organization.

Background:

The River to Sea TPO is the designated body for urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell. Staff is requesting approval of the annual funding agreement for the organization.

Staff Recommendation:

Staff requests the approval of the River to Sea TPO funding agreement.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

The department has sufficient funds for this request. Recommend approval.

**MUNICIPALITY/
TRANSPORTATION PLANNING ORGANIZATION
FY 2017/2018 FUNDING AGREEMENT**

THIS AGREEMENT, is made and entered into this ____ day of _____ 2017, by and between the **CITY OF BUNNELL**, a municipal corporation organized and existing under the laws of the State of Florida (hereinafter "**CITY**"), and the **RIVER TO SEA TRANSPORTATION PLANNING ORGANIZATION** (hereinafter "**R2CTPO**").

WITNESSETH

WHEREAS, the River to Sea Transportation Planning Organization (R2CTPO) is the duly designated and constituted body responsible for carrying out the urban transportation planning and programming process for Volusia County and portions of Flagler County inclusive of the cities of Flagler Beach, Beverly Beach, and portions of Palm Coast and Bunnell; and

WHEREAS, Florida Statutes 339.175; 23 U.S.C 134; and 49 U.S.C. 5303 require that the urbanized area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS, metropolitan planning organizations are the lead transportation planning agencies in urban areas throughout the United States; and

WHEREAS, the Fast Act provides metropolitan planning organizations with the authority and responsibility for transportation planning and funding; and

WHEREAS, the quality of life and economic vitality of our community depend on coordinating transportation issues and developing complementary plans and policies; and

WHEREAS, the R2CTPO has the lead role in formulating regional transportation plans and programs and coordinating transportation issues among local entities and the Florida Department of Transportation (FDOT); and

WHEREAS, the CITY desires to enter into this Agreement with the R2CTPO to provide it with funding to support the functions necessary to achieve the R2CTPO's desired role in planning the transportation system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and the R2CTPO agree as follows:

1. **RECITALS.** The CITY and the R2CTPO hereby declare that the recitals set forth above are true and correct and incorporated herein.
2. **FISCAL YEAR 2017/18 FUNDING.** The CITY agrees to allocate **\$210.00** to the R2CTPO. Such funds shall be paid to the R2CTPO upon receipt of an invoice from the R2CTPO to the CITY. The payment shall be used for the R2CTPO fiscal year (FY) 2017/18 budget effective July 1, 2017. The funding provided to the R2CTPO by the CITY is equal to \$.10 per capita based on the 2010 US Census of population within each local government's jurisdiction.
3. **EFFECTIVE DATE AND TERMS.** The effective date of this Agreement is upon execution. The terms of this Agreement shall commence on the effective date and terminate on June 30, 2018.
4. **INTERPRETATION.** The headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement.
5. **MISCELLANEOUS**
 - a. This Agreement constitutes the entire Agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings and agreements, written or oral, between the parties hereto. Any amendments to or waivers of the provisions herein shall be made by the parties in writing. No other agreement, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind either party hereto.
 - b. If any sentence, phrase, paragraph, provision or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portions hereto.
 - c. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
6. **CONTROLLING LAWS**

- a. This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CITY now in effect and those hereinafter adopted.
 - b. The location for settlement of any and all lawsuits, claims, controversies or disputes, arising out of, or relating to, any part of this Agreement, or any breach thereof, shall be Volusia County, Florida.
 - c. The parties to this Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to this Agreement.
7. **BINDING NATURE OF AGREEMENT.** This Agreement shall be binding only between the CITY and the R2CTPO, and inure to the benefit of the successors or assigns of the parties.
8. **NOTICES.** All notices, consents, approvals, waivers and deletions which any party shall be required or shall desire to make or give under this Agreement shall be in writing and shall be sufficient only when mailed by certified mail, first class postage affixed, addressed as follows:

CITY: City Manager
City of Bunnell
201 W. Moody Blvd.
Bunnell, FL 32110

R2CTPO: Lois Bollenback, Executive Director
River to Sea TPO
2570 W. International Speedway Blvd., Suite 100
Daytona Beach, FL 32114-8145


9. **AUDIT AND RECORD KEEPING PROCEDURES.** The R2CTPO shall maintain accurate public records of all services rendered in the performance of the agreement and shall provide access to such records in accordance with Florida Statutes, Section 119.07(1) (a), which states that the record can be inspected and copied by any person desiring to do so, at any reasonable time, under reasonable conditions and under supervision by the custodian of the public records. All records shall be maintained according to the State of Florida, *General Records Schedule GS1-SL for State and Local Government Agencies*, issued by the Department of State, State Library and Archives of Florida, in accordance

with the statutory provisions of Chapters 119 and 257, Florida Statutes. If any audit, litigation, claim, negotiation or other action involving the records has been started before the expiration of the retention period and disposition of the records, the records shall be retained until the completion of the action and resolution of all issues which arise from.

10. **PROVISIONS NOTWITHSTANDING.** Notwithstanding the provisions set forth above, nothing contained herein shall alter, amend or change those terms and conditions set forth in the bylaws of the River to Sea Transportation Planning Organization.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement as of the day and year first above written.

RIVER TO SEA TPO



Signature

Print Name: Lois Bollenback
Title: River to Sea TPO Executive Director

ATTEST:



Signature

Print Name: Pamela Blankenship
Title: River to Sea TPO Office Manager

(CORPORATE SEAL)

CITY OF BUNNELL

Signature

Print Name: _____
Title: _____

ATTEST:

Signature

Print Name: _____
Title: _____

(CORPORATE SEAL)

River to Sea TPO

Indigo Professional Centre
2570 W. Speedway Blvd., Suite 100
Daytona Beach, FL 32114
386-226-0422 Fax 386-226-0428

INVOICE

INVOICE NO: BUN2018

DATE: May 15, 2017

DUE: July 1, 2017

Mr. Dan Davis, City Manager
City of Bunnell
201 W. Moody Blvd.
Bunnell, FL 32110

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	River to Sea TPO FY 17/18 Member Assessment		\$210.00
TOTAL DUE			\$210.00

Make all checks payable to: River to Sea TPO

If you have any questions concerning this invoice, please call: Herb Seely, 386-226-0422 ext. 20423.

THANK YOU FOR YOUR PARTICIPATION!



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 6/15/2017 Amount: \$30,000
Department: Finance Account #: 401-0533-533-52.64 and 401-0535-535-52.64
Subject: Request to Increase the Sunstate Meter Blanket PO for Smart meters
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Sunstate Sole Source Letter	Exhibit

Summary/Highlights:

Request approval to increase Sunstate Meter Blanket PO for additional Smart meters and register by \$30,000.

Background:

On 11/14/2016 the City Commission approved a sole source blanket Purchase order of \$100,000 to order Neptune smart meters, meter registers, and meter repair parts. The budget included \$90,000 for the smart meter conversion project. Currently the Utility department has ordered almost \$60,000 of smart meters or registers. The utility crew has replaced almost 425 meters. This requested increase would allow utilities to replace 100 additional meters and some registers by the end of this fiscal year. Sunstate meters is the sole source provider of Neptune meters in the State of Florida.

Staff Recommendation:

Recommend increasing Sunstate Blanket PO authorization by \$30,000 to \$130,000.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

The smart meter conversion is a critical step in shortening the meter reading process which can contribute to shortening the billing process. Shortening the billing cycle should have a positive impact on bad debt write offs. The Department has sufficient funds for this request.

October 20, 2016

Mary Anne Atwood
Administrative Assistant
City of Bunnell
PO Box 756
Bunnell, Fl. 32110

Ms. Atwood,

Please note that Sunstate Meter and Supply is the sole Authorized Neptune Distributor for sales, service and warranty of Neptune water products and AMR systems for the State of Florida.

The geographical are of responsibility assigned to them includes all Counties within the State of Florida.

Type: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.



Hence, our distributor is required to maintain sufficient inventory of Neptune products to provide customer field servicing. Sunstate Meter and Supply has sold and supported Neptune products for many years in the Florida Market and they provide a high level of sales and service to the customer. Therefore, we encourage Utilities in the State of Florida to purchase Neptune products through Sunstate Meter and Supply, Inc.

Please feel free to contact me if you have any questions or concerns. I can be reached at 407-493-5385.

Regards,

Terry Gullett

Terry Gullett
Territory Manager
Neptune Technology Group Inc.



City of Bunnell, Florida

Agenda Item No. C.6.

Document Date: 6/15/2017 Amount: 0
Department: IT Account #: N/A
Subject: Request Authorization to Surplus Retired Computer Equipment
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Retired Equipment List	Exhibit

Summary/Highlights:

The attached list of equipment and materials has been reviewed by IT, and has surpassed its usefulness to the City of Bunnell. If declared surplus, this equipment will be disposed of per City Policy.

Background:

Following the annual IT equipment replacement schedule, all equipment being removed from service is inspected and redeployed if possible. The attached list of equipment and materials are no longer needed for the operations of the City of Bunnell.

Following some research of City records, none of the equipment appears to have been purchased via a grant, and may be disposed of per City Policy.

Staff Recommendation:

Recommend approval and declare the attached list of equipment surplus to be disposed of per City Policy.

City Attorney Review:

Finance Department Review/Recommendation:

Recommend approval.

Administration / IT

Department


Director Signature

06/16/2017

Date

I hereby declare the below listed items are either obsolete, unfit for use, or are generally no longer needed by this department.

[illegible]



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 6/13/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-13: Voluntarily Annexing ±8.8 acres of Property located in
Unincorporated Flagler County. - Second Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Financial Health

ATTACHMENTS:

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

Summary/Highlights:

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

This item was heard at the June 12, 2017 City Commission meeting. At this meeting, the Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on June 14, 2017 and June 21, 2017. Flagler County was provided with the required written notice on May 22, 2017.

Background:

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

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

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

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

The applicant can further explain the nature of this request.

Staff Recommendation:

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

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-13

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

Whereas, David K. Mathen and Thea Hein-Mathen are hereby determined to be the owners of the real property described below; and

Whereas, David K. Mathen and Thea Hein-Mathen petitioned, pursuant to Section 171.044, *Florida Statutes*, for voluntary annexation of said property into the municipal limits of the City of Bunnell which property totals approximately 8.8 acres in size and is currently addressed as 310 County Road 200; and

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

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

Whereas, City staff, on May 15, 2017, have reviewed and recommended approval of the annexation of said properties to the City Commission of the City of Bunnell and has accomplished all actions required under the *Code of Ordinances of the City of Bunnell* and State law; and

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

Whereas, the City Commission of the City of Bunnell, Florida has taken all actions in

accordance with the requirements and procedures mandated by State law; and

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

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

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

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

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

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

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

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

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

Section 2. Effect of Annexation.

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

Section 3. Administrative Actions.

(a) Within seven (7) days of the adoption of this Ordinance, the City Clerk shall file a copy of said Ordinance with the Clerk of the Court (Land Records/Recording), with the Chief Administrative Officer of Flagler County (the County Manager), with the Florida Department of

State, and with such other agencies and entities as may be required by law or otherwise desirable.
(b) The City Manager, or designees within City management staff, shall ensure that the property annexed by this Ordinance is incorporated into the *City of Bunnell Comprehensive Plan*, the Official Zoning Map of the City of Bunnell in an expeditious manner and the map of the City Limits of the City of Bunnell.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Codification.

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

Section 7. Effective Date.

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: 12th day of June 2017.

Second and Final Reading: adopted on this 26th day of June 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____ Date _____
Catherine D. Robinson, Mayor

Approved for form and content by:

_____ Date _____
Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Date _____

Seal:

Exhibit “A”
LEGAL DESCRIPTION

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

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

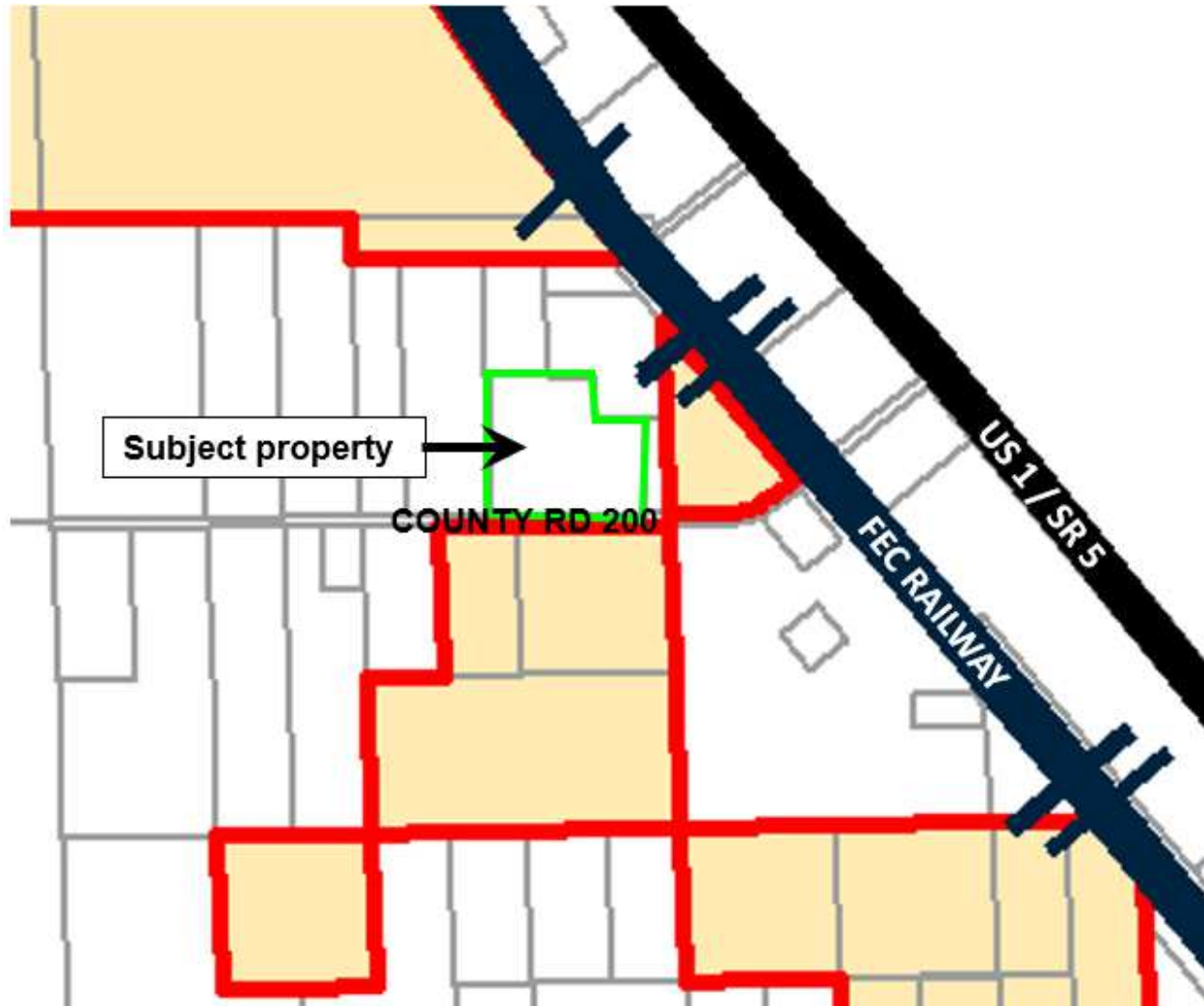
AND

PARCEL 2: PART OF THE EASTERLY 765 FEET OF THE SOUTHEAST ¼ OF THE
SOUTHWEST ¼ OF SECTION 16, TOWNSHIP 13 SOUTH, RANGE 31 EAST, FLAGLER
COUNTY, FLORIDA, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY OF A 50
FOOT PUBLIC ROAD, SAID PUBLIC ROAD LYING WESTERLY OF AND ADJACENT
TO THE FLORIDA EAST COAST RAILWAY, A 100 FOOT RIGHT-OF-WAY AS PER
PLAT OF FAVORETTA AS RECORDED IN MAP BOOK 1, PAGE 5, OF THE PUBLIC
RECORDS OF FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

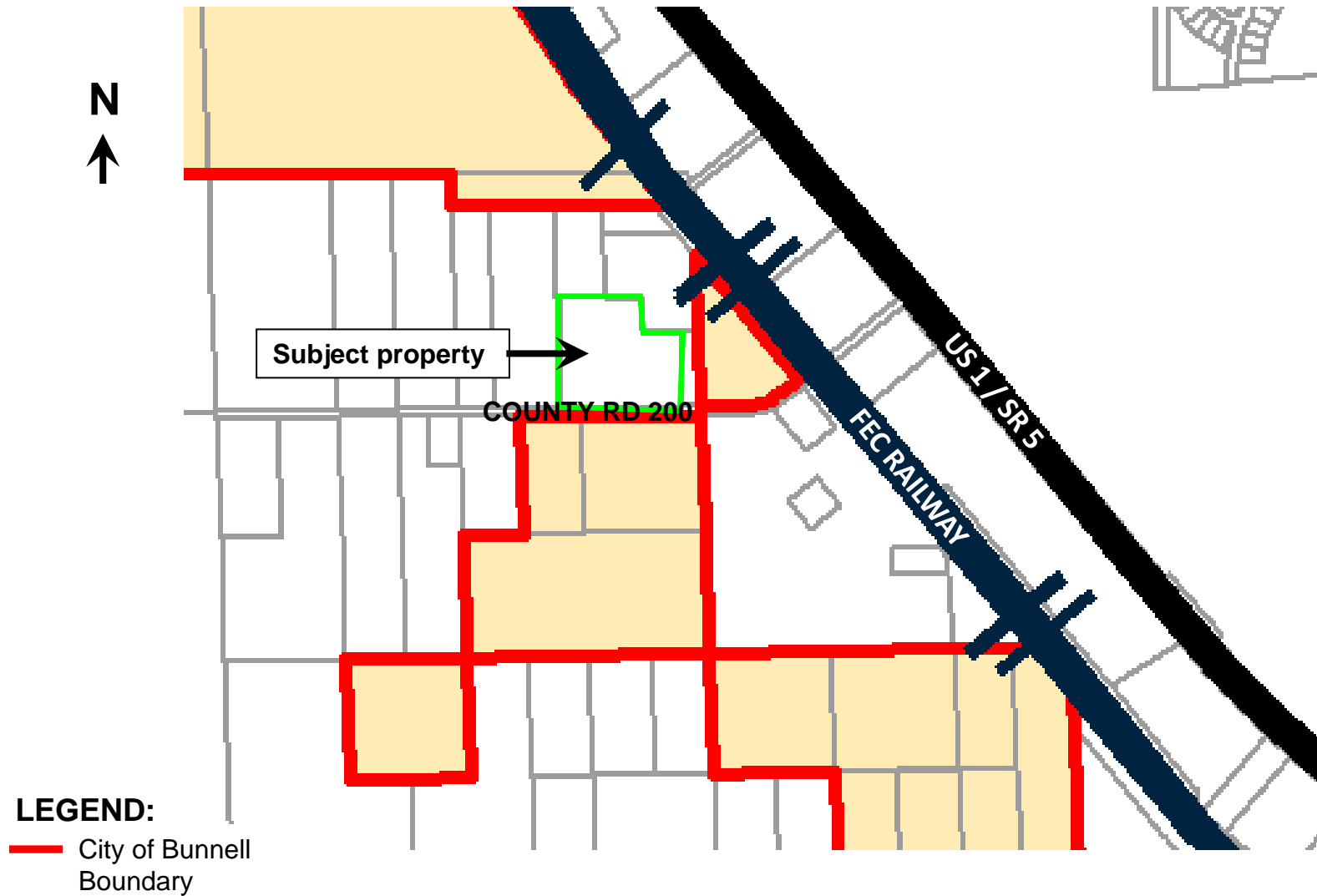
FROM A POINT OF REFERENCE, SAID POINT BEING THE SOUTHEAST CORNER OF
THE SOUTHWEST ¼ OF SAID SECTION 16, TOWNSHIP 13, RANGE 31 EAST; THENCE
SOUTH 89 DEGREES 28 MINUTES 43 SECONDS WEST ALONG THE SOUTH LINE OF
SECTION 16, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING; THENCE
CONTINUE 89 DEGREES 28 MINUTES 43 SECONDS WEST ALONG THE SAID SOUTH
LINE OF SECTION 16, A DISTANCE OF 190.00 FEET; THENCE NORTH 02 DEGREES 05
MINUTES 59 SECONDS WEST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST
¼ OF THE SOUTHWEST ¼, A DISTANCE OF 458.53 FEET; THENCE NORTH 89
DEGREES 28 MINUTES 43 SECONDS EAST A DISTANCE OF 190.00 FEET; THENCE
SOUTH 02 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 458.53 FEET
TO THE POINT OF BEGINNING, LESS AND EXCEPT THE NORTHERLY 18.53 FEET OF
THE ABOVE DESCRIBED PROPERTY.

EXHIBIT “B”

LOCATION MAP



Mathen County Rd 200 Voluntary Annexation- Location Map





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 6/13/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-14: Changing the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Single Family Medium Density. - Second Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance
Adjacent Land Use Map	Location Map(s)

Summary/Highlights:

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

This item was heard at the June 12, 2017 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on June 14, 2017.

Background:

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

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

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

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

The applicant can further explain this request to the Board.

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

Staff Recommendation:

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

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-14

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

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

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

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

WHEREAS, the City of Bunnell's Planning, Zoning and Appeals Board, as the City's local planning agency, held a public hearing on May 16, 2017 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommended approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

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

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

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

Section 1. Legislative findings and intent.

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

Section 2. Amendment to Future Land Use Map.

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

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

ADDRESS: unaddressed parcel in the City of Bunnell

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

AND

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

ADDRESS: unaddressed parcel in the City of Bunnell

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

Section 3. Implementing Administrative Actions.

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

Section 4. Ratification of Prior Actions.

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

Section 5. Severability.

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

Section 6. Conflicts.

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

Section 7. Codification/Instructions to Code Codifier.

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

Section 8. Effective Date.

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

First Reading: approved on this 12th day of June 2017.

Second Reading: adopted on this 26th day June 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney
Attest:

Sandra Bolser, City Clerk

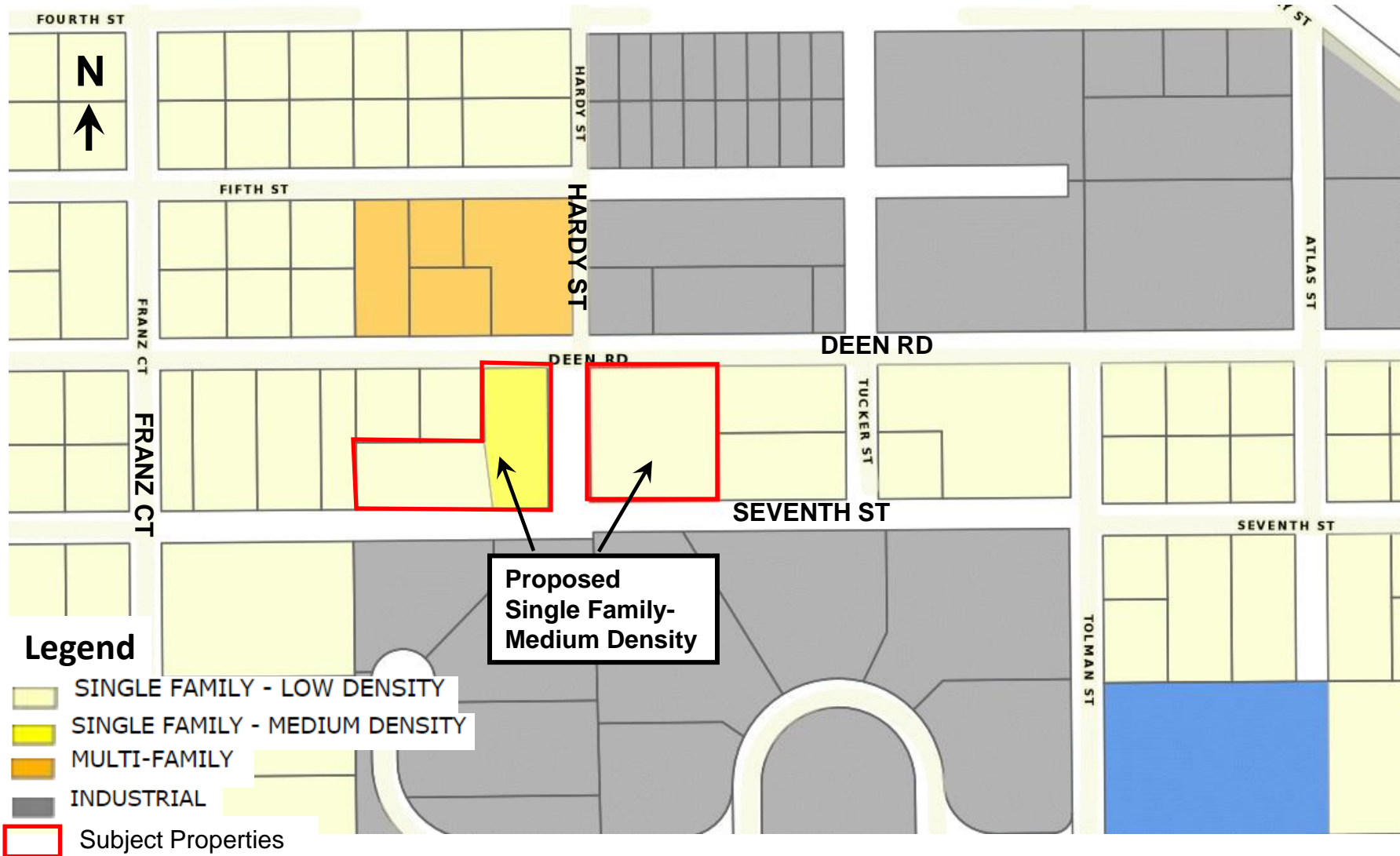
Seal:

EXHIBIT A

Location Map



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





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 6/13/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-15: Changing the Zoning Designation of Approximately 1.92 Acres of Property from City of Bunnell R-1, Single Family Residential district to City of Bunnell R-2, Multiple-Family Residential district. - Second Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

This is a request to change the zoning designation of approximately 1.92 acres of property from R-1, Single Family Residential to R-2, Multiple Family Residential. This is a companion item to the request to change the future land use designation for the same properties found elsewhere on this agenda.

This item was heard at the June 12, 2017 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This items was advertised in the News Tribune on June 14, 2017.

Background:

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

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

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

The applicant can explain his request further.

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

Staff Recommendation:

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

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-15

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF REAL PROPERTY TOTALING APPROXIMATELY 1.92 ACRES IN SIZE AND UNADDRESSED WITHIN THE BUNNELL CITY LIMITS FROM CITY OF BUNNELL R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO CITY OF BUNNELL R-2, MULTIPLE-FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Manuel Madaleno applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property rezoned to the City of Bunnell R-2, Multiple Family Residential district (“R-2”) zoning classification from the existing City of Bunnell R-1, Single Family Residential district (“R-1”) zoning classification; and

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

WHEREAS, on May 16, 2017 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended the City Commission approve the subject rezoning as set forth in this Ordinance; and

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

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

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

Section 1. Legislative Findings and Intent.

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

Section 2. Rezoning of Real Property/Implementing Actions.

- (a) Upon enactment of this Ordinance the following described property, as depicted in the map attached to this Ordinance, and totaling approximately 1.92 acres in size, shall be rezoned from the existing City of Bunnell R-1, Single Family Residential district (“R-1”) zoning classification to the City of Bunnell R-2, Multiple-Family Residential district (“R-2”) zoning classification:

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

ADDRESS: unaddressed parcel in the City of Bunnell

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

AND

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

ADDRESS: unaddressed parcel in the City of Bunnell

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

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

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date

This Ordinance shall take effect upon the effective date of Ordinance 2017-14.

First Reading: on this 12th day of June 2017.

Second/Final Reading: adopted on this 26th day of June 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

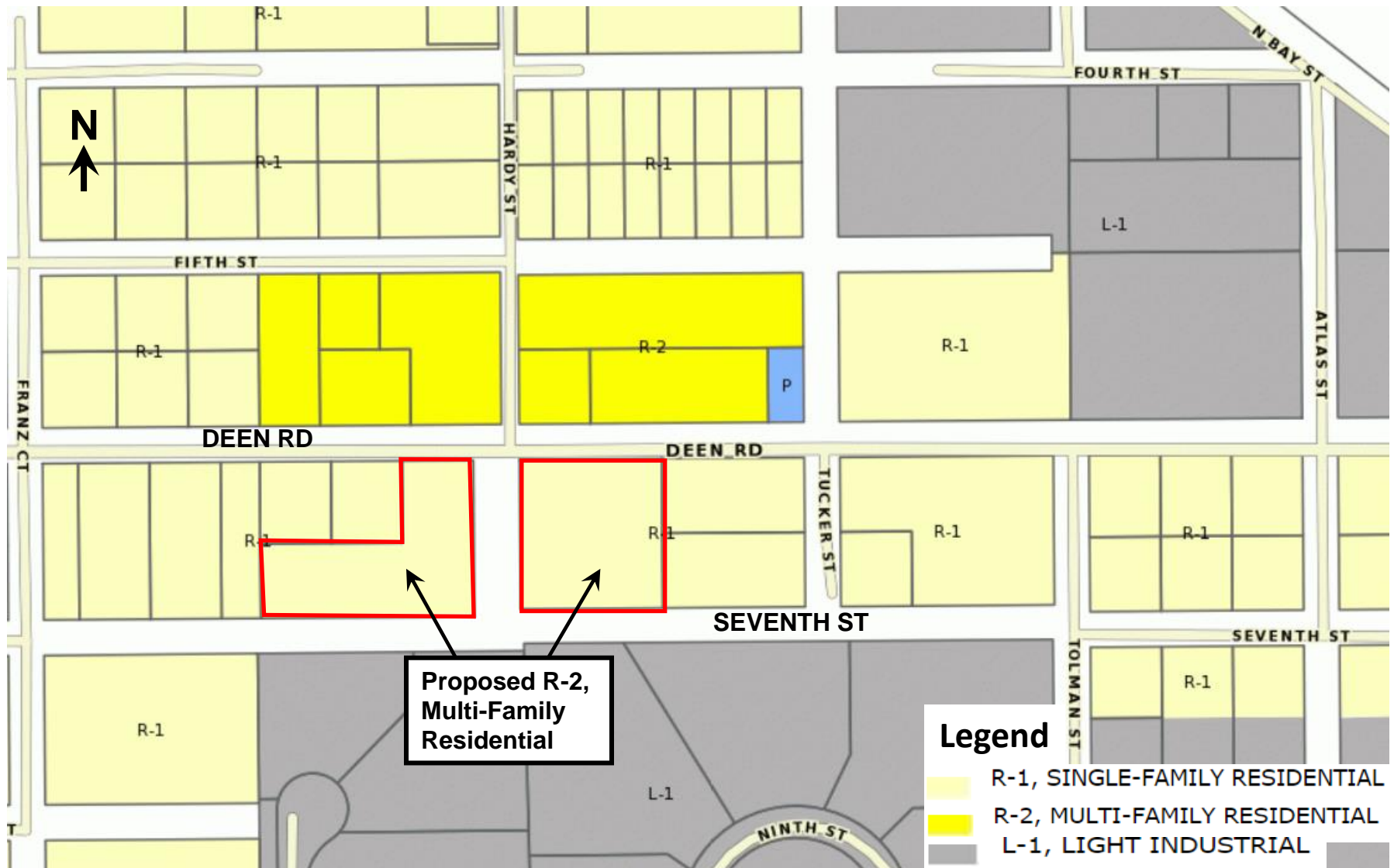
Seal:

Exhibit “A”

Location Map



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





City of Bunnell, Florida

Agenda Item No. E.4.

Document Date: 6/13/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-16: Request to Vacate a Portion of Hardy St. - Second Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

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

This item was heard at the June 12, 2017 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on June 7, 2017.

Background:

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

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

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

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

The applicant can further explain this request to the Board.

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

Zoning and Appeals Board recommended approval of the proposed ordinance.

Staff Recommendation:

Adopt Ordinance 2017-16 Request to Vacate a Portion of Hardy St. - Second Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-16

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

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

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

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

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

WHEREAS, the Planning, Zoning and Appeals Board reviewed this application at their May 16, 2017 meeting and recommended approval.

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

Section 1. Legislative findings and intent.

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

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

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

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

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

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

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

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

Section 3. Recordation.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-Codification.

This Ordinance shall not be codified.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon passage and adoption.

First Reading: on this 12th day of June 2017.

Second Reading: adopted on this 26th day of June 2017.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

Seal:

EXHIBIT “A”

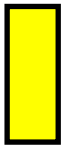
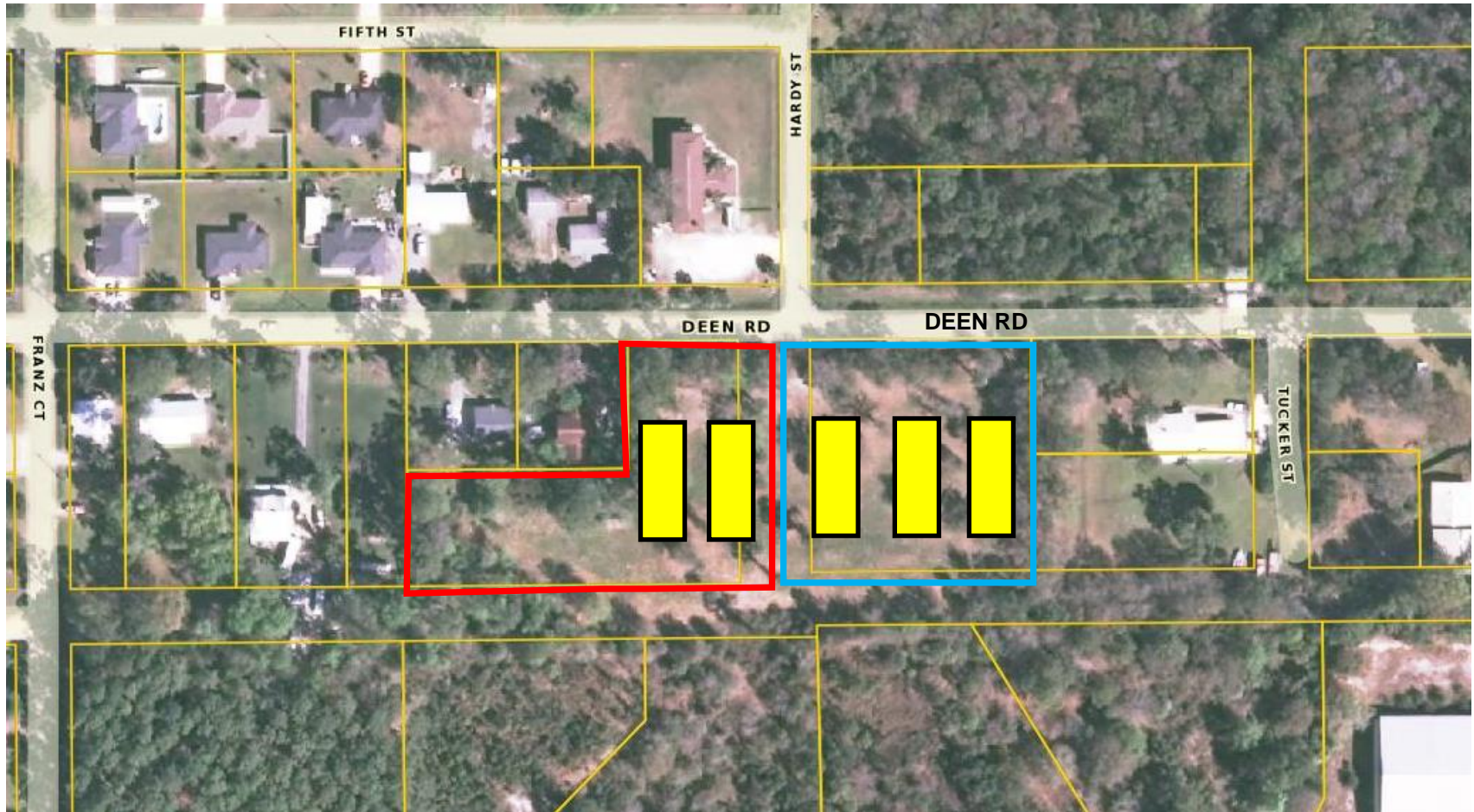
Location Map



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



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



= Proposed Duplex



City of Bunnell, Florida

Agenda Item No. E.5.

Document Date: 6/13/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-17: Amending the Land Development Code Section 2-87 Hearing Notification Requirements. - Second Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

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

This item was heard at the June 12, 2017 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. This item was advertised in the News Tribune on May 31, 2017 and June 14, 2017.

Background:

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

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

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

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

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

The Planning, Zoning and Appeals Board heard this item at its May 16, 2017 meeting. It recommended

approval of the proposed ordinance.

Staff Recommendation:

Adopt Ordinance 2017-17 Amending the Land Development Code Section 2-87 Hearing Notification Requirements. - Second Reading.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

ORDINANCE 2017-17

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

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

WHEREAS, said procedures are in need of revision; and

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

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

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

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

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

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

Section 1.

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

Sec. 2-87. - Hearing notification requirements.

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

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

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

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

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

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

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

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

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

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

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

Secs. 2-88—2-110. - Reserved.

Section 2. Implementing Administrative Actions.

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

Section 3. Codification.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this 12th day of June 2017.

Second Reading: adopted on this 26th day of June 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. E.6.

Document Date: 6/7/2017 Amount: N/A
Department: Community Development Account #: N/A
Subject: Ordinance 2017-18 Request to Voluntarily Contract (De-Annex) Approximately 1.68 Acres of Property. - First Reading.
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

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

Summary/Highlights:

Samuel and Ashley Vannoy have filed a petition to voluntarily contract or de-annex approximately 1.68 acres of property from the City of Bunnell.

The subject property was annexed into the City via Ordinance 2007-30 and as amended by Ordinance 2008-20. This property was part of the acreage annexed into the City by Samuel Tilton Jr. and Elissa C. Tilton.

Background:

The applicants, Samuel and Ashley Vannoy, are the owners of approximately 1.68 acres of property located east of County Road 205. The property they own located immediately to the west of this parcel is under the jurisdiction of Flagler County.

From Florida Statutes:

171.052 Criteria for contraction of municipal boundaries.

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

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

171.043 Character of area to be annexed

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

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

(2) Part or all of the area to be annexed must be developed for urban purposes. An area developed for

urban purposes is defined as any area which meets any one of the following standards:

- (a) It has a total resident population equal to at least two persons for each acre of land included within its boundaries;*
 - (b) It has a total resident population equal to at least one person for each acre of land included within its boundaries and is subdivided into lots and tracts so that at least 60 percent of the total number of lots and tracts are 1 acre or less in size; or*
 - (c) It is so developed that at least 60 percent of the total number of lots and tracts in the area at the time of annexation are used for urban purposes, and it is subdivided into lots and tracts so that at least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.*
- (3) In addition to the area developed for urban purposes, a municipal governing body may include in the area to be annexed any area which does not meet the requirements of subsection (2) if such area either:*
- (a) Lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area;*
or
 - (b) Is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).*

The subject property has a City of Bunnell land use designation of Agriculture and Silviculture. The zoning designation is Flagler County Agriculture.

The property is currently vacant.

The property is contiguous to the City on the north, east and southern property boundaries or on 75% of the property.

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

Staff Recommendation:

Per the Commission.

City Attorney Review:

Reviewed and approved as to form.

Finance Department Review/Recommendation:

ORDINANCE 2017-18

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA, FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 1.68 ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED EAST OF COUNTY ROAD 205, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Samuel and Ashley Vannoy, own a parcel identified by Flagler County Tax Parcel ID Number: 02-12-29-0000-01010-0090 totaling approximately 1.68 acres, such property described in Exhibit A and illustrated in Exhibit B, and incorporated herein by reference is contiguous to the corporate limits of the City of Bunnell; and

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

WHEREAS, the Owners have requested that the City deannex this parcel; and

WHEREAS, this parcel fails to meet the criteria of Chapter 171.043, F.S. Character of the area to be annexed; and

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

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

WHEREAS, this parcel is adjacent on at least 60 percent of its external boundary to the municipal boundary; and

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

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

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

Section 1. Recitals.

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

Section 2. Contraction of Subject Properties.

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

Section 3. City Boundaries Redefined.

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

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

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

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

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

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

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Wade Vose, City Attorney

Attest:

Sandra Bolser, City Clerk

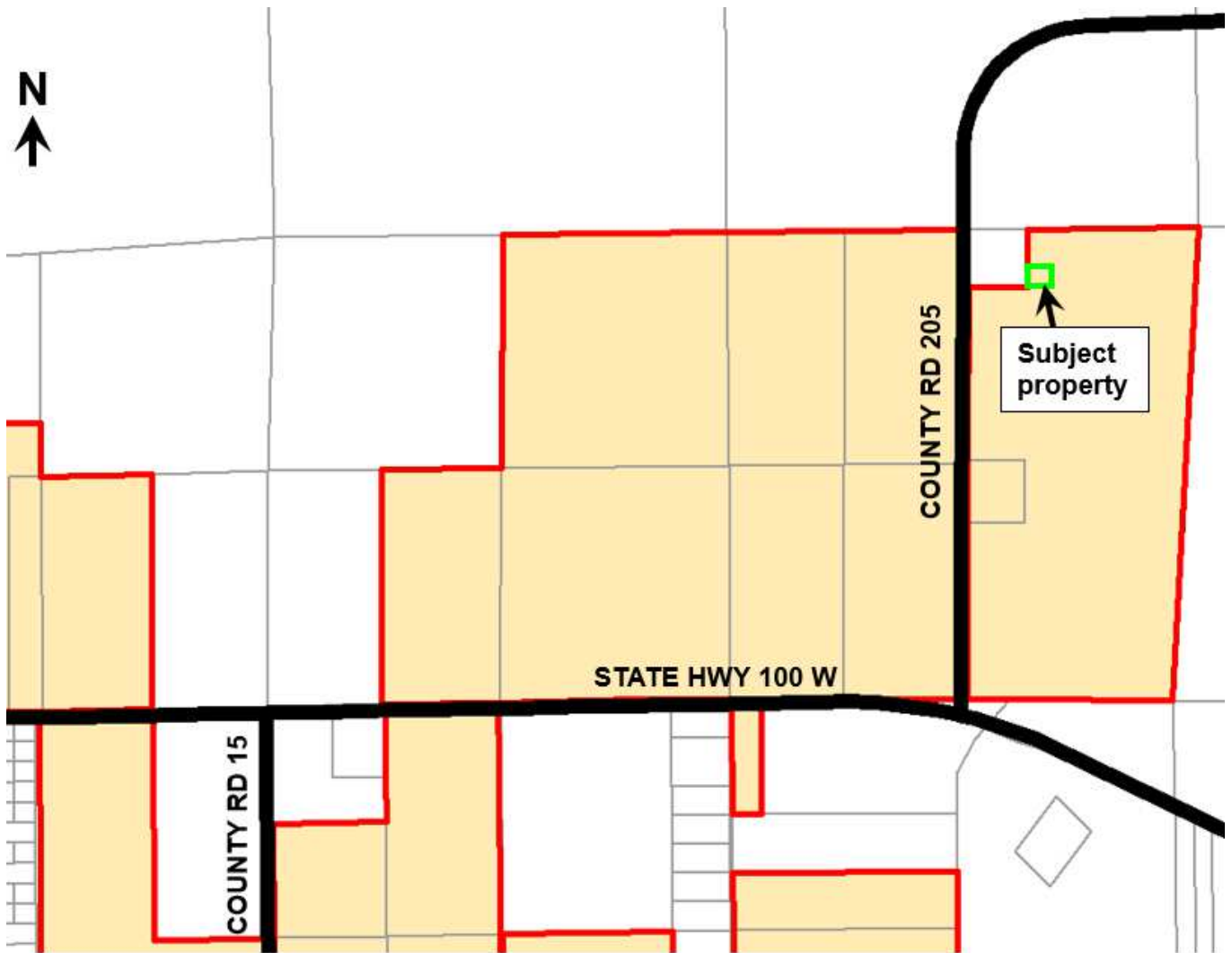
Seal:

EXHIBIT A

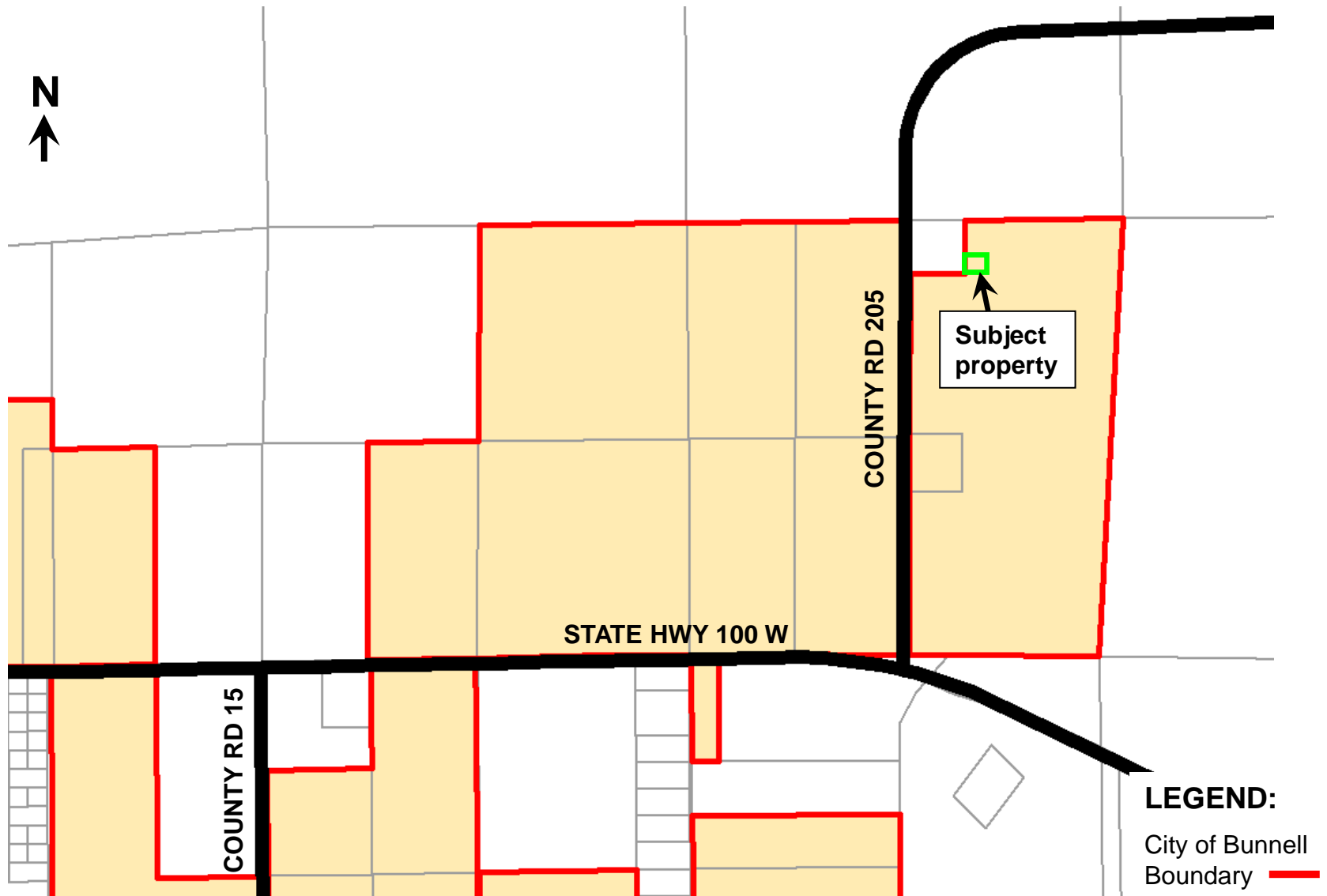
Parcel Number: 02-12-29-0000-01010-0090

Legal Description: 1.67 AC POR NW CRNR OF NE CRNRNE 81' TO E ROW CR
205 THENCE NE 990' SW 440' SW 330' TO POB THENCE SW 220' SW 660' TO E
ROW CR 205 NE ALONG ROW 220' NE 660' TO POB 2204/908

EXHIBIT B



Vannoy Voluntary Contraction Request- Location Map





City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 6/15/2017 Amount: N/A
Department: Finance Account #: N/A
Subject: Resolution 2017-12 Designating Public Depository Ameris Bank
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Resolution 2017-12 Designating Public Depository Ameris Bank	Resolution

Summary/Highlights:

Resolution 2017-12 Designating Public Depository Ameris Bank.

Background:

After the municipal election, the signature cards and resolution needed to be updated for the new Commissioner.

This resolution updates Ameris Bank's records.

Staff Recommendation:

Recommend approval of resolution 2017-12.

City Attorney Review:

Reviewed and approved.

Finance Department Review/Recommendation:

Recommend approval of resolution 2017-12.

RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING
WITHDRAWAL OF MUNICIPAL PUBLIC MONEYS

TO: (Name/Address of Financial Institution) Ameris Bank 181 Cypress Point Parkway Palm Coast, FL 32164 691	FROM: (Name/Address of Municipal Entity) City of Bunnell 201 W Moody Blvd Bunnell, FL 32110-6045
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Words or phrases preceded by a ☐ are applicable only if the ☒ is marked.

Resolution 2017-12

Under the Governing Municipality of: City of Bunnell

State of: Florida

"IT IS RESOLVED THAT:

Ameris Bank (the "Financial institution") qualified as a public depository under state law, is hereby designated as a depository in which the funds of this Municipality may from time to time be deposited;

The following described account(s) be opened and maintained in the name of this Municipality with the Financial Institution subject to the rules and regulations of the Financial Institution from time to time in effect;

The person(s) and the number thereof designated by title designated account(s) is hereby authorized, for and on behalf of this Municipality, to sign orders or checks in accordance with state law, for payment or withdrawal of money from said account(s) and to issue instructions regarding the same and to endorse for deposit, negotiation, collection or discount by Financial Institution any and all checks, drafts, notes, bills, certificates of deposit or other instruments or orders for the payment of money owned or held by said Municipality;

The endorsement for deposit may be in writing, by stamp, or otherwise, with or without designation of signature of the person so endorsing; and

Any one of the persons holding the offices of this Municipality designated below is hereby authorized to make oral or written requests of the Financial Institution for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution."

THIS RESOLUTION APPLIES TO (Select One): ☒ All Accounts

☐ **Specific Account Number(s):**

DATE OF RESOLUTION: 06 / 24 / 2017

NAME AND TITLE	SIGNATURE	NO. OF NECESSARY COUNTER SIGNATURES
John K Sowell Authorized Signer		
Catherine Robinson Mayor		
John Rogers Authorized Signer		
William Baxley Authorized Signer		
Elbert Tucker Authorized Signer		

Addtional comments or instructions:

This Resolution includes all of the provisions on Page 2.

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of Municipality at an open legal meeting held on the 26th day of 2017 and said resolutions are now in full force and effect.

Signed by

Date

Clerk

The undersigned member of the governing body not authorized to sign orders or checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Date

Title: Mayor
Catherine Robinson

"IT IS FURTHER RESOLVED, that the Financial Institution be and is hereby authorized and directed to honor, certify, pay and charge to any of the accounts of this Municipality, all orders or checks for the payment, withdrawal or transfer of funds or money deposited in these accounts or to the credit of this Municipality for whatever purpose or to whomever payable, including requests for conversion of such instruments into cash as well as for deduction from and payment of cash out of any deposit, and whether or not payable to, endorsed or negotiated by or for the credit of any persons signing such instrument or payable to or for the credit of any other officer, agent or employee of this Municipality when signed, accepted, endorsed or approved as evidenced by original or facsimile signature by the person(s), and the number thereof, designated by title for the accounts described in the foregoing resolution, and to honor any request(s) made in accordance with the foregoing resolution, whether written or oral, and including but not limited to, request(s) made by telephone or other electronic means, for the transfer of funds or money between accounts maintained by this Municipality at the Financial Institution, and the Financial Institution shall not be required or under any duty to inquire as to the circumstances of the issuance or use of any such instrument or request or the application or use of proceeds thereof.

FURTHER RESOLVED, that the Financial Institution be and is hereby authorized to comply with any process summons, order, injunction, execution, distraint, levy, lien, or notice of any kind (hereafter called "Process") received by or served upon the Financial Institution, by which, in the Financial Institution's opinion, another person or entity claims an interest in any of these accounts and financial Institution may, at its option and without liability, thereupon refuse to honor orders to pay or withdraw sums from these accounts and may hold the balance therein until Process is disposed of to Financial Institution's satisfaction.

FURTHER RESOLVED, that any one of the persons holding the offices of this Municipality designated above is hereby authorized (1) to receive for and on behalf of this Municipality, securities, currency, or any other property of whatever nature held by, sent to, consigned to or delivered to the financial Institution for the account of or for delivery to this Municipality, and to give receipt therefor, and the Financial Institution is hereby authorized to make delivery of such Property in accordance herewith, (2) to sell, transfer, endorse for sale or otherwise authorize the sale or transfer of securities or any other property of whatever nature held by, sent to, consigned to or delivered to the Financial Institution for the account of or for delivery to this Municipality, and to receive and/or apply the proceeds of any such sale to the credit of this Municipality in any such manner as he/she/they deem(s) proper, and the Financial Institution is hereby authorized to make a sale or transfer of any of the aforementioned property in accordance herewith, and (3) in accordance with state law, to accept such security, if applicable, and to execute such documents as said officer deems proper and necessary to secure the funds of this Municipality and to issue instructions regarding the same.

FURTHER RESOLVED, that this Municipality assumes full responsibility for any and all payments made or any other actions taken by the Financial Institution in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of this Municipality designated above regardless of whether or not the use of a facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures resemble the specimen or facsimile signatures provided to the Financial Institution, for refusing to honor any signatures not provided to the Financial Institution, for honoring any requests for the transfer of funds or money between accounts or for the instructions from the persons designated in the foregoing resolutions regarding security for the accounts notwithstanding any inconsistent requirements of this Municipality not expressed in the foregoing resolutions, and that this Municipality agrees to indemnify and hold harmless the Financial Institution against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by the Financial Institution resulting from or arising out of any such payment or other action.

Select if applicable: ☐ Further Resolved, the Financial Institution is authorized to honor facsimile and other non-manual signatures and may honor and charge the Municipality for all negotiable instruments, checks, drafts, and other orders for payments of money drawn in the name of the Municipality, on its regular accounts including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means the facsimile signature or other non-manual signature may have been affixed, or electronically communicated, if such facsimile signature resembles the specimen attached to this Resolution or filed with the Financial Institution, regardless of whether misuse of a specimen or non-manual signature is with or without the negligence of the Municipality. The Specimen Facsimile Signature Exhibit, if attached, is incorporated into and is an integral part of this Resolution. The Municipality indemnifies the Financial Institution for all claims, expenses and losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified.

FURTHER RESOLVED, that the Secretary or Clerk of this Municipality be and hereby is authorized and directed to certify to the Financial Institution the foregoing resolutions, that the provisions thereof are in conformity with law, the names, incumbencies and specimen or facsimile signature(s) on this resolution and, if applicable on signature cards of the officer or officers named therein, and that the foregoing resolutions and signature cards, if any, and the authority thereby conferred shall remain in full force and effect until this Municipality notifies the Financial Institution to the contrary in writing; and the Financial Institution may conclusively presume that such resolutions and signature cards are in effect and that the persons identified therein from time to time as officers of the Municipality have been duly elected or appointed to and continue to hold such offices.

FURTHER RESOLVED, that this resolution authorizes the Financial Institution to honor all orders or checks when bearing, or purporting to bear, the facsimile signature(s) provided below, if any, by any 1 of the named officers, or in an attached Exhibit when indicated."

Facsimile Signature

Facsimile Signature

☐ The Specimen Facsimile Signature Exhibit attached is incorporated into and is an integral part of this Resolution.

By initialing, I acknowledge this is page 2 of 2 of the Resolution Designating
Public Depository and Authorizing Withdrawal of Municipal Public Moneys

Initials

Initials

Initials

Initials



City of Bunnell, Florida

ATTACHMENTS:

Description

Resolution 2017-13

Type

Resolution

RESOLUTION 2017-13

A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA, PROTECTING AND PRESERVING APPROXIMATELY 900 FEET OF “THE OLD BRICK ROAD” LOCATED ON A PORTION OF NORTH RAILROAD STREET ADJACENT TO BLOCKS 181, 182 AND REPLAT OF BLOCKS 144 TO 146; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Dixie Highway, also known as “The Old Brick Road” was completed in 1916; and

WHEREAS, the Dixie Highway was a massive project that brought together private industry and state governments to create a network of paved roads from Chicago to South Florida; and

WHEREAS, this next work of roads connected 10 states with more than 5,000 miles of paved road; and

WHEREAS, a 10 mile stretch of this road ran through central Flagler and St. Johns Counties connecting Jacksonville to Flagler Beach; and

WHEREAS, a portion of “The Old Brick Road” remains within the City of Bunnell; and

WHEREAS, the Bunnell City Commission wishes to protect and preserve a remaining portion of this historic road and the bricks that remain on this historic right-of-way.

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

SECTION 1. FINDINGS OF FACT.

The recitals set forth above in the “whereas clauses” are hereby adopted as findings of fact by the City Commission of the City of Bunnell, Florida.

SECTION 2. PROTECTION AND PRESERVATION.

The portion of North Railroad Street, as identified in Exhibit A, which is the remaining portion of “The Old Brick Road” is hereby declared to be a protected right-of-way.

SECTION 3. REMOVING BRICKS ILLEGAL.

Removal of or damage to any of the bricks from this portion of “The Old Brick Road” is declared to be illegal. Violators will be prosecuted to the fullest extent of the law.

SECTION 4. CONFLICTS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

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

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

Catherine D. Robinson, Mayor

(Seal)

ATTEST:

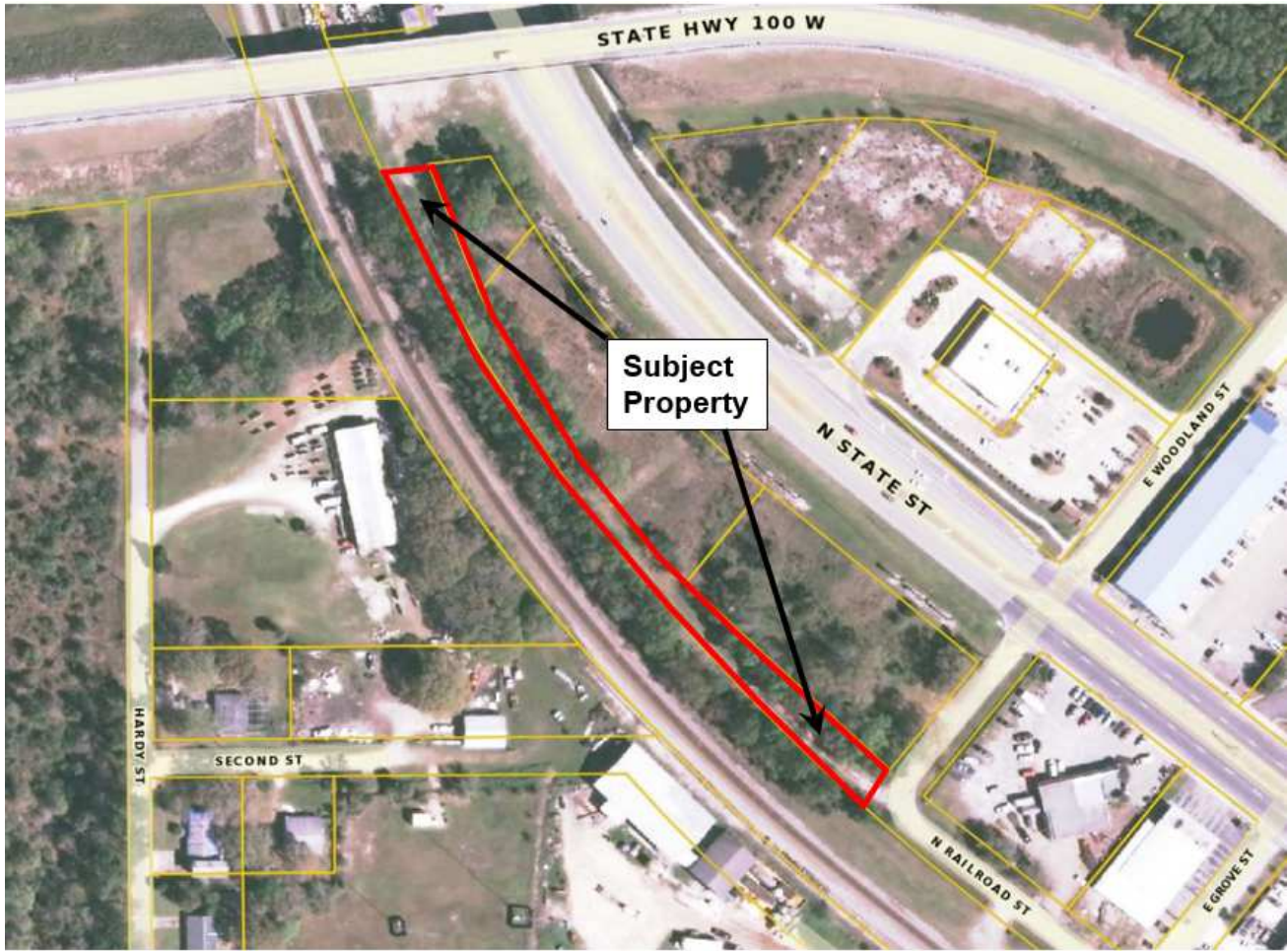
Sandra Bolser, City Clerk

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

Wade C. Vose, City Attorney

EXHIBIT A

Location Map





City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 6/20/2017 Amount:
Department: City Clerk Account #:
Subject: Request approval of the combined Primary Goals
Agenda Section: New Business:

Summary/Highlights:

This is the combined ranking of the Primary Goals:

1. Financial Health
2. Public Safety
3. Staff Retention
4. Infrastructure
5. Economic Development
6. Efficiencies

Background:

Each Commissioner was asked to provide a ranking of the list of the Primary Goals established as a result of the Strategic Planning Retreat Workshops

Staff Recommendation:

Approve the combined ranking of the Primary Goals.

City Attorney Review:

Finance Department Review/Recommendation:



City of Bunnell, Florida

ATTACHMENTS:

Description

City Manager's Monthly Report - June

Type

Report

City Manager's Monthly Report



Dan Davis
City Manager

June 2017

Community Development Department

- Jameun Hamilton, Community Development Coordinator started May 1st. He was introduced to the City Commission on May 8, 2017
- Released 12 single-family residential building permits for Grand Reserve. The total number of permits released for Grand Reserve is 17
 - The Building Official has been completing anywhere from 8-15 inspections a week for this project
 - Community Development staff has met with DR Horton on-site as needed to work out building issues and water and sewer connection questions and issues
 - DR Horton's goal is to have each house built within 100 days from the date of permit pick-up to the date of the Certificate of Occupancy
- Completed the required Compliance Report for 601 Deen Road. Updated pictures were provided to the Court with the report
- Code Enforcement cases were opened on 15 businesses who still have not renewed their FY 2016/2017 Business Tax Receipt (BTR). Per the Interlocal Agreement with the Flagler County Tax Collector, renewal notices went out either by e-mail or post card in mid July 2016. Fees should have been paid by September 30, 2016 to avoid penalties. Since October 1, 2016, City staff has reached out either through on-site visits, phone and/or e-mail to all businesses that did not pay on time. More than six months later and after several communication attempts, these businesses still have not paid the required fees

Code Amendment Update:

- Staff started to work on the amendment for Code of Ordinance ***Sec. 3^a-1. - Removal of certain plants, weeds, trash and litter; duty of owner; service of notice***

A complete review of the chapter revealed the requested agriculture exemption already exists later in the Chapter. As a result, no further changes are needed for this section of the code at this time

Sec. 70-3. - Exemptions.

Land used for farming, ranching or silviculture is exempt from the provisions of this chapter

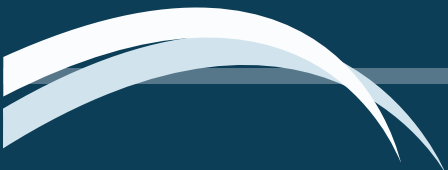
- Working with the City Attorney and the Flagler County Tax Collector Office regarding the revisions to Chapter 26 and junk vehicles.

PZA Report

The following items were on the May 16, 2017 PZA Agenda:

(These items may have already appeared on the City Commission Agenda).

- Variance Request to reduce the front setback from 25 feet to 4 feet at 1208 Sherman St.: The applicant requested the front setback for her property be reduced from 25 feet to 4 feet to allow for installation of a carport of the existing paved driveway. The Planning Board unanimously voted to approve this request
- Ordinance 2017-XX Changing the Future Land Use Designation on Approximately 1.92 Acres of Property from Bunnell Single Family Low Density and Single Family Medium Density to Bunnell Single-Family Medium Density: The applicant requested the land use designation on 2 vacant parcels be changed to a designation which would allow for duplexes to be built on the property. Planning Board unanimously voted to approve this request
- Ordinance 2017-XX Changing the Zoning Designation of Approximately 1.92 Acres of Property from Bunnell R-1, Single Family Residential district to Bunnell R-2, Multiple-Family Residential district: This was the companion item to the previous agenda item. The applicant requested the zoning designation on 2 parcels be changed from a single family residential designations to a multiple family designation. Planning Board unanimously voted to approve this request
- Ordinance 2017-XX Request to Vacate a Portion of Hardy St.: The applicant and new owner of the properties requested an undeveloped portion of Hardy Street be vacated. There were no utilities in the right-of-way and the City has no plans to develop this right-of-way. The applicant owned all adjacent parcels to the right-of-way. The Planning Board unanimously voted to recommend approval the request
- Ordinance 2017-XX Amending the Land Development Code Section 2-87 Hearing Notification Requirements: The proposed ordinance would change the notification letters mailed out for special exception and variance hearings. The change would mean only owners of property under City jurisdiction would receive the letters



Police Department



Officer James Flynn is Crime Stopper
Officer of the Year

Bunnell PD teamed up with the
Flagler County Sheriff's Office
during the National
"Click it or Ticket" Campaign



A big thanks to the Flagler Rehab Center who
delivered lunches to our Bunnell Officers for
Police Memorial Week! Everyone enjoyed the
tasty sandwiches from Publix, chips, desert and
soda!

May is National Bicycle Safety Month

Bicycling is a great way to stay in shape, commute, and spend time outdoors. Flagler County has a variety of biking trails including Bulow Trails, Graham Swamp, Lehigh Trail, and Linear Park. But before you hop on a bike, make sure you are safe. May is National Bicycle Safety Month. Remember that bikes share the road with motorists, so it is important to avoid hazards.



- Wear a properly fitted helmet that meets safety standards
- Follow the rules of the road; cyclists must follow the same rules as motorists
- Ride single-file in the direction of traffic, and watch for opening car doors and other hazards.
- Use hand signals when turning and use crosswalks at intersections
- If riding at night, wear reflective clothing and have lights in the front and back
- Make sure the bike is equipped with reflectors on the rear, front, pedals and spokes

Fire Department

- Establishing Department Standard Operating Guidelines (SOGs)
- Completed 90% of Departmental inventory
- Continuing mandatory hose testing (75% completion)
- Identifying surplus equipment
- Relocating inventory from Building 3 to Fire Station

Administrative Services

Information Technology

- Finalized purchase of required materials to provide Wi-Fi and a projector at the Coquina City Hall
- Coordinated with the PD & FD on another upgrade of the Computer Aided Dispatch system
- Installed remote monitors in the PD for the security cameras within the PD
- Assisted Chief Foster with the upcoming upgrades to the County-wide 800MHz radio system
- Continuing to work with the vendor on the installation of the Virtual Private Network software installed at the PD
- Installed a computer to be used for training purposes, and connected a ceiling mounted projector at the PD
- Working with the Attorney to review contracts provided by Spectrum as the contracts with Bright House have come to term
- Assisted HR in the creation of spreadsheets for the proposed new pay plan
- Provided equipment and assisted the Clerk's office in setting up for the Commission's retreat
- Assisted Community Development to modify various forms within their software. Setup a demo of the web interface of the existing software, and a demo of the upgrade
- Worked with various departments to develop a more efficient way to coordinate utility connection inspections. This will help streamline the work order processes
- Ordered a hardened Dell computer to replace a tough book for the Fire Department. The computer is on a 60-day evaluation
- Provided 2 training sessions to staff on Budget Input and Incode Quick Tips. This is generally done in conjunction with the budget development kick off for the next fiscal year
- Coordinated an update to our financial software Incode

City Clerk:

- Processed final closeout of the 2017 election
- Coordinated the National Day of Prayer Event

Human Resources:

- Conducted 2 orientations
- Assisted in the proposed pay plan
- Facilitated ICMA Retirement Plan meeting for staff

Public Works

Utility News:

Staff Updates

Congratulations to Jason Palmer for his Class "B" Operators License and also being promoted to the Lead Operator position at the Water Treatment Plant

Projects

- City and General Contractor reached final stage on the WTP Closeout
- New development in grand reserve has increased meter installs and sewer connections
- Replaced faulty Water Hydrant at N. Magnolia and East Orange
- Relocated water service at Edward Johnson Park due to vandalism
- Installed Water Flusher to improve Water Quality in Sawmill Estates
- Replaced broken meter boxes and meters at Bella Vista
- Hydrant Flushing/Maintenance Program in place
- Replaced PEP tank on Southern Pine in Sawmill Estates
- Increased sewer lateral at Carver Gym to reduce blockages
- Cleaned out Duckweed in O2 ditch at WWTP
- Installed 80 new Smart Meters

Utility Crews Responded to

- Service Projects/Problems: 3
- New Sewer/Water Connections: 12
- Discovered and Removed 1 Illegal Connection
- Meter Calibrations: 3 (all verified accurate)
- Submitted Bi-Weekly reports to SJRWMD for Reclaim Expansion Progress
- Explored changes to the uniform for Utilities and Public Works for both comfort and cost savings
- Renewed memberships with both Florida Water & Pollution Control Operator Association (FWPCOA) and Florida Rural Water Association (FRWA)

Solid Waste:

- Mike McGrath is still out on FMLA
- The residential and commercial routes are being picked up later in the workday.

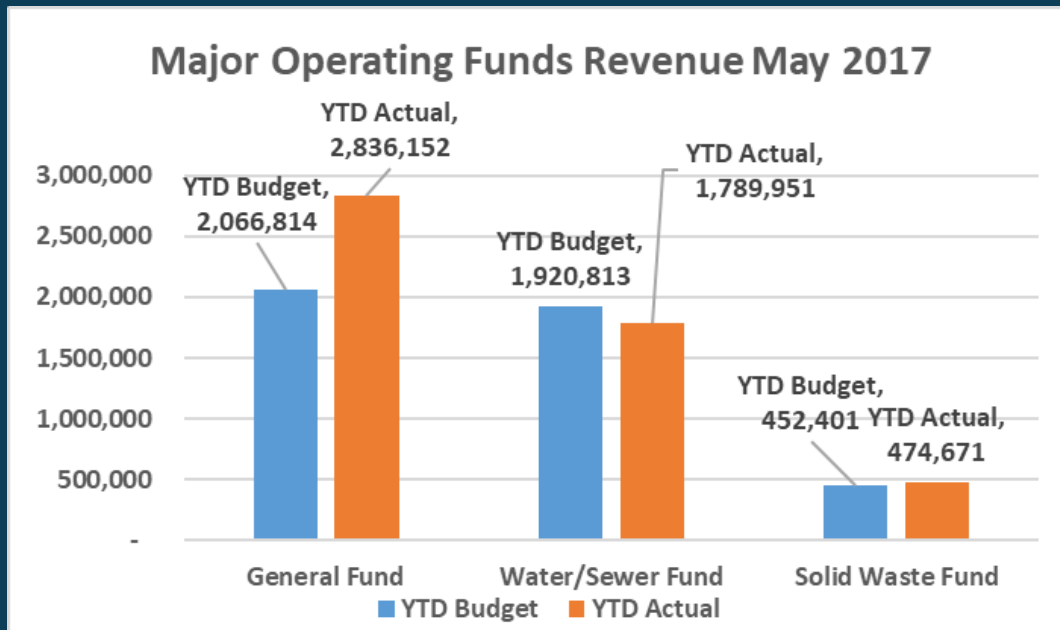
Public Works:

- EJ Park pavilion has been painted
- 4 Maintenance Technician positions were reclassified to Equipment Operator I and Equipment Operator II

Fleet:

- Rebuilt Transmission installed on Water Service Truck

BUDGET PERFORMANCE FISCAL YEAR 2017



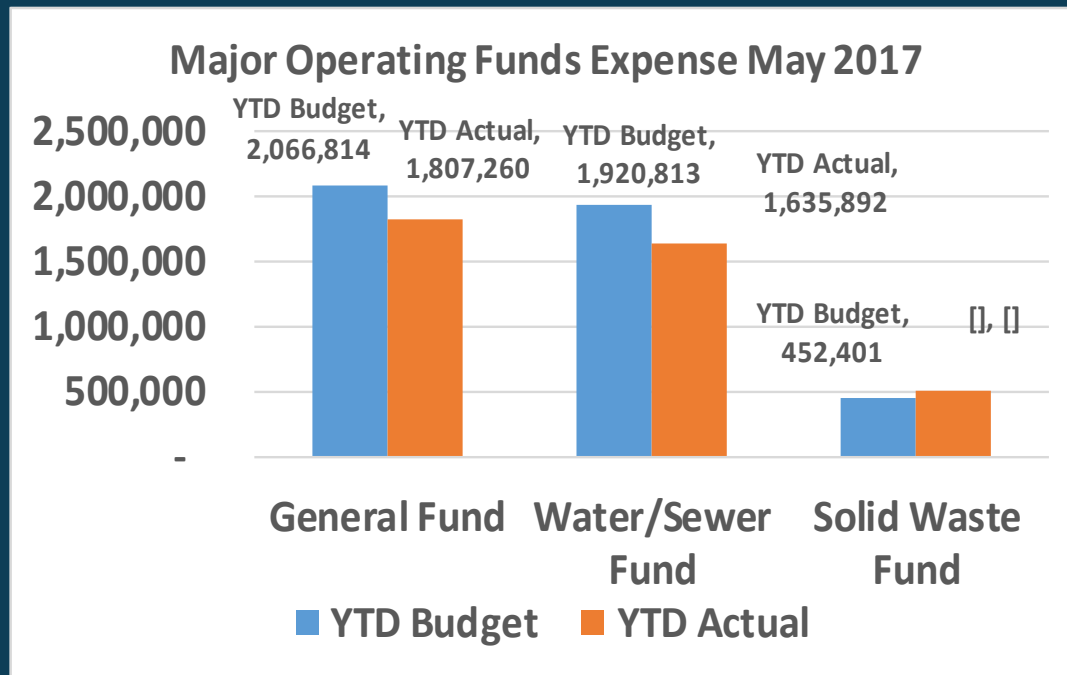
The end of May 2017 completes 67% of the fiscal year. Revenues in the General fund are above anticipated levels for this point in the year. It should be noted that 75% of ad valorem tax revenue is collected in the first quarter of the fiscal year.

Also, building related fees are greater than anticipated due to increases in building activities.

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.

BUDGET PERFORMANCE FISCAL YEAR 2017



General Fund salary and benefit costs are higher than expected due to labor expenses associated with Hurricane Matthew. The higher than expected costs are offset by lower than expected capital expenditures for projects such as the 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.

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.

Fiscal Year 2016

The close of fiscal year 2016 and audit preparation is in progress. This process will not be finalized until June. We anticipated increases to unrestricted reserves in both the General Fund and Water and Sewer Fund



The Solid Waste fund preliminarily shows a slight increase for fiscal year 2016. However, we expected the unrestricted fund balance to still reflect a negative position in this fund

We are making Progress

- Finance 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 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
- Finance is working with the City's insurance adjustor regarding the claim for the flooding that occurred in City Hall due to the damaged fire sprinkler head.
- Finance staff and Utilities staff met with Sunstate meters, the City current vendor for the City's automated meter reading system. We will be presenting information regarding this project to the City Commission during the upcoming budget process
- Finance has been working with Human Resources in reviewing the current pay plan to develop a recommended update to the plan. The recommended plan will be presented to the City Commission in June
- Finance staff is working with Utilities staff in developing a Debris Management plan for submission to FEMA. This plan will document actions that would be taken regarding debris in the case of an emergency
- Finance staff attended several webinars regarding Customer Service and Hurricane Loss Mitigation Program (HLMP). Also, Finance staff is working on the annual bad debt and lien review of utility accounts.
- Finance staff has provided information to the Fire pension actuary for them to complete the annual required State report
- Finance started the annual insurance renewal process. Finance developed a draft Travel Policy. Finance staff is updating the meter installation rates to submit an amended resolution to Commission in July
- Finance worked with Department heads to develop recommend priorities and goals for the FY2018 budget. Also Finance opened the FY2018 budget for department input



Grants Status



- **FEMA Public Assistance Grant, Hurricane Matthew** - The Finance Department is providing additional requested information to FEMA
- **Local Mitigation Strategy (LMS) grant program** -The City plans to submit a project for hardening City Hall for this grant program in June. The Engineer is working on the plans for this project
- **St. John's Water Management (SJWMD) Reclaim Water Main Extension** -The contract for the Engineering Design Services has been approved by the Commission. Negotiations with the top firm was started
- **St. John's Water Management (SJWMD) Wastewater Improvements** - The grant is for \$266,000 to make improvements to the Wastewater treatment plant and to build a Rapid Infiltration Basin. This grant will be critical to resolving the consent order at the Wastewater Treatment Plant
- **Florida Department of Transportation (FDOT) Commerce Parkway Extension** Design has been submitted and approved by FDOT
- **Justice Assistance Grant (JAG)**-Grant funds have been expended. A request for reimbursement was submitted
- **Community Oriented Policing Services (COPS)**-Finance assisted the Police Department in preparing paperwork for application for this grant program. If awarded the grant would reimburse the City for 75% of salary and benefits for 1 new Police Officer

