

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

VACANT

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, September 26, 2022

7:00 PM

1769 East Moody Boulevard (GSB),
Chambers Room
Bunnell, FL 32110

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

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

a. September 26, 2022 Warrant

C.2. Approval of Minutes

a. September 12, 2022 City Commission Meeting Minutes

C.3. * Request Approval to Renew Agreement #2020-08 with CPH Consulting, LLC for Design of the Wastewater Treatment Facility Rehabilitation / Expansion Project

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): None

F. Resolutions: (Legislative):

F.1. Resolution 2022-06 Amending the FY 21/22 Budget

F.2. Public Hearing to consider the FY 2022/2023 Final Millage Rate: Resolution 2022-10

F.3. Public Hearing to consider the FY 2022/2023 Final Budget: Resolution 2022-11

G. Old Business: None

H. New Business:

- H.1.** Report and Action Items from the 2022 Charter Review Advisory Committee
- H.2.** Request to Approve Contract #38043 (COB #2022-12) with St Johns River Water Management District (SJRWMD) For FY2023 Rural Economic Development Initiative (REDI) Communities Cost-Share Grant
- H.3.** Interlocal Agreement for the Collection of the Flagler County Emergency Medical Services Impact Fee
- H.4.** Interlocal Agreement for the Collection of the Flagler County Library Impact Fee
- H.5.** Interlocal Agreement for the Collection of the Flagler County's Parks and Recreational Facilities Impact Fee
- H.6.** Interlocal Agreement for the Collection of the Flagler County's Fire Rescue Impact Fee
- H.7.** Interlocal Agreement between the City of Bunnell, Flagler County, other municipalities within Flagler County, and Flagler County School Board for Public School Facility Planning

I. Reports:

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**

City Manager Report- August 2022

- **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) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on September 19, 2022; AMENDED ON SEPTEMBER 20, 2022 Items marked with * have been amended or modified



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07694 - 09.26.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: ADT US Holdings Inc					
	09/08/2022	ADT US Holdings Inc	Monitoring Service 10/10-12/...	001-0519-519.3401	992.54
			Vendor ADT US Holdings Inc Total:		992.54
Vendor: Advance Stores Company, Incorporated					
	09/13/2022	Advance Stores Company, Inco...	attery for South Andersin Lift S...	404-0535-535.4640	108.69
			Vendor Advance Stores Company, Incorporated Total:		108.69
Vendor: Alliant Engineering Inc					
	09/15/2022	Alliant Engineering Inc	Topographic Survey Coquina H...	001-0572-572.3100	5,800.00
			Vendor Alliant Engineering Inc Total:		5,800.00
Vendor: Bunnell Auto Supply, Inc.					
	09/15/2022	Bunnell Auto Supply, Inc.	Coolant Hose - Coolant - Power...	402-0534-534.4620	470.41
	09/09/2022	Bunnell Auto Supply, Inc.	Hydraulic Hose Fitting - Hydrau...	402-0534-534.4620	358.90
			Vendor Bunnell Auto Supply, Inc. Total:		829.31
Vendor: Christopher Hughes					
	09/07/2022	Christopher Hughes	Fire Inspections 9/7/22-9/12/...	001-0524-524.3401	1,050.00
			Vendor Christopher Hughes Total:		1,050.00
Vendor: Ciara Devane					
	04/26/2022	Ciara Devane	Reissue of Invoice 19238	001-0521-521.5220	115.02
			Vendor Ciara Devane Total:		115.02
Vendor: Computers at Work, Inc					
	09/06/2022	Computers at Work, Inc	Security Officer as a Service	001-0516-516.3400	5,000.00
			Vendor Computers at Work, Inc Total:		5,000.00
Vendor: CONNECT CONSULTING, INC					
	09/06/2022	CONNECT CONSULTING, INC	WELL 3 LIGHT REHAB	401-0533-533.6300	14,360.00
			Vendor CONNECT CONSULTING, INC Total:		14,360.00
Vendor: DG Hardware, Inc.					
	05/10/2022	DG Hardware, Inc.	Keys	001-0521-521.5200	14.36
	06/29/2022	DG Hardware, Inc.	Locks	001-0521-521.5200	48.58
	06/08/2022	DG Hardware, Inc.	Lock/Keys	001-0521-521.5200	28.71
	07/12/2022	DG Hardware, Inc.	Keys	001-0521-521.5200	36.21
	07/05/2022	DG Hardware, Inc.	Lock	001-0521-521.5200	22.49
	09/01/2022	DG Hardware, Inc.	Acetone QT - Flap Disk	402-0534-534.4640	26.50
	09/02/2022	DG Hardware, Inc.	Fasteners	402-0534-534.4640	20.80
			Vendor DG Hardware, Inc. Total:		197.65
Vendor: DMS - Bureau of Financial Management Services					
	09/15/2022	DMS - Bureau of Financial Ma...	Local Phone Service - August 2...	001-0513-513.4100	53.61
	09/15/2022	DMS - Bureau of Financial Ma...	Local Phone Service - August 2...	001-0521-521.4100	24.93
	09/15/2022	DMS - Bureau of Financial Ma...	Local Phone Service - August 2...	001-0541-541.4100	24.93
	09/15/2022	DMS - Bureau of Financial Ma...	Local Phone Service - August 2...	401-0533-533.4100	49.86
	09/15/2022	DMS - Bureau of Financial Ma...	Local Phone Service - August 2...	404-0535-535.4100	49.86
	09/16/2022	DMS - Bureau of Financial Ma...	Long Distance - August 2022	401-0533-533.4100	0.17
			Vendor DMS - Bureau of Financial Management Services Total:		203.36
Vendor: Ella Chageyeva					
	09/12/2022	Ella Chageyeva	Refund - Doing Business With...	001-3161000	116.25
			Vendor Ella Chageyeva Total:		116.25
Vendor: Environmental Land Services of Flagler County, Inc					
	08/25/2022	Environmental Land Services of...	Red Shell for Road Repairs	001-0541-541.5300	1,890.00
	09/16/2022	Environmental Land Services of...	Garbage Dumping 9/9-9/15/22	402-0534-534.3400	5,024.22
	09/09/2022	Environmental Land Services of...	Garbage Dumping 9/2-9/8/22	402-0534-534.3400	4,126.04
			Vendor Environmental Land Services of Flagler County, Inc Total:		11,040.26

Expense Approval Register

Packet: APPKT07694 - 09.26.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Flagler County Clerk of Courts					
	09/02/2022	Flagler County Clerk of Courts	Ordinances 2022-12, 2022-20,...	001-0512-512.3300	200.00
Vendor Flagler County Clerk of Courts Total:					200.00
Vendor: Flagler Humane Society					
	08/31/2022	Flagler Humane Society	Animal Intake/Control Service -...	001-0562-562.3402	2,052.00
Vendor Flagler Humane Society Total:					2,052.00
Vendor: Gannett Media Corp					
	08/01/2022	Gannett Media Corp	Large Scale FLUM Amendment ...	001-0512-512.4800	1,089.80
	08/01/2022	Gannett Media Corp	Large Scale FLUM Amendment ...	404-0535-535.4800	714.64
Vendor Gannett Media Corp Total:					1,804.44
Vendor: Hawkins Inc					
	09/08/2022	Hawkins Inc	Chemicals for WWTP	404-0535-535.5200	331.20
Vendor Hawkins Inc Total:					331.20
Vendor: Home2 Suites by Hilton Clermont					
	09/08/2022	Home2 Suites by Hilton Clerm...	Command Officers Developme...	001-0521-521.5500	654.00
	09/08/2022	Home2 Suites by Hilton Clerm...	Command Officers Developme...	001-0521-521.5500	654.00
	09/08/2022	Home2 Suites by Hilton Clerm...	Command Officers Developme...	001-0521-521.5500	654.00
Vendor Home2 Suites by Hilton Clermont Total:					1,962.00
Vendor: Hydradry Inc					
	09/01/2022	Hydradry Inc	JB King Restroom Remediation	001-0572-572.4610	5,885.86
	09/01/2022	Hydradry Inc	JB King Restroom Reconstructi...	001-0572-572.4610	7,705.68
Vendor Hydradry Inc Total:					13,591.54
Vendor: I'cey Lumpkins					
	09/15/2022	I'cey Lumpkins	VLMCC B-Day Party 9/10/22	001-2201000	125.00
Vendor I'cey Lumpkins Total:					125.00
Vendor: Lynch Oil Company					
	09/13/2022	Lynch Oil Company	Dyed Diesel Fuel - Tank 2	001-0541-541.5215	632.97
	09/13/2022	Lynch Oil Company	Dyed Diesel Fuel - Tank 2	001-0549-549.5210	217.58
Vendor Lynch Oil Company Total:					850.55
Vendor: Maudlin International Trucks					
	07/05/2022	Maudlin International Trucks	Water Pump	402-0534-534.4620	83.54
Vendor Maudlin International Trucks Total:					83.54
Vendor: Medi-Quick Urgent Care					
	09/01/2022	Medi-Quick Urgent Care	New Hire/Drug Test/Physical	001-0521-521.4900	835.20
	09/01/2022	Medi-Quick Urgent Care	New Hire/Drug Test/Physical	001-0541-541.4900	18.56
	09/01/2022	Medi-Quick Urgent Care	New Hire/Drug Test/Physical	401-0533-533.4900	37.12
	09/01/2022	Medi-Quick Urgent Care	New Hire/Drug Test/Physical	404-0535-535.4900	37.12
Vendor Medi-Quick Urgent Care Total:					928.00
Vendor: Michael Leo Dove					
	09/16/2022	Michael Leo Dove	Building Inspection Report 8/2...	001-0524-524.3401	1,850.00
Vendor Michael Leo Dove Total:					1,850.00
Vendor: NextEra Energy Inc					
	07/21/2022	NextEra Energy Inc	08456-32520 July 2022	001-0519-519.4300	154.81
	07/21/2022	NextEra Energy Inc	47802-16398 September 2022	001-0519-519.4300	612.19
	08/30/2022	NextEra Energy Inc	16239-97200 August 2022	001-0541-541.4300	39.18
	08/30/2022	NextEra Energy Inc	16455-03937 August 2022	001-0541-541.4300	39.18
	08/30/2022	NextEra Energy Inc	16525-04919 August 2022	404-0535-535.4300	315.09
	08/30/2022	NextEra Energy Inc	16885-09957 August 2022	404-0535-535.4300	1.45
	08/30/2022	NextEra Energy Inc	27076-01973 August 2022	404-0535-535.4300	0.16
	08/30/2022	NextEra Energy Inc	27516-03917 August 2022	404-0535-535.4300	1.98
	08/30/2022	NextEra Energy Inc	50935-93118 August 2022	001-0519-519.4300	3.39
	08/30/2022	NextEra Energy Inc	51926-14112 August 2022	001-0519-519.4300	58.70
	09/01/2022	NextEra Energy Inc	37390-07957 September 2022	001-0541-541.4300	337.13
	09/01/2022	NextEra Energy Inc	37400-05982 September 2022	001-0541-541.4300	194.64
	09/02/2022	NextEra Energy Inc	47533-10046 September 2022	404-0535-535.4300	56.39
	09/07/2022	NextEra Energy Inc	01235-95431 September 2022	001-0521-521.4300	24.04
	09/07/2022	NextEra Energy Inc	01408-42220 September 2022	404-0535-535.4300	173.98

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/07/2022	NextEra Energy Inc	04799-99278 September 2022	001-0519-519.4300	326.94
	09/07/2022	NextEra Energy Inc	05365-06116 September 2022	404-0535-535.4300	62.27
	09/07/2022	NextEra Energy Inc	08857-07703 September 2022	401-0533-533.4300	8,526.04
	09/07/2022	NextEra Energy Inc	16455-03937 September 2022	001-0541-541.4300	35.41
	09/07/2022	NextEra Energy Inc	19639-02331 September 2022	001-0521-521.4300	24.04
	09/07/2022	NextEra Energy Inc	19639-02331 September 2022	001-0572-572.4300	69.11
	09/07/2022	NextEra Energy Inc	25840-57588 September 2022	001-0541-541.4300	55.06
	09/07/2022	NextEra Energy Inc	25840-57588 September 2022	001-0541-541.4300	55.06
	09/07/2022	NextEra Energy Inc	26391-00821 September 2022	404-0535-535.4300	63.96
	09/07/2022	NextEra Energy Inc	28635-95142 September 2022	001-0572-572.4300	349.56
	09/07/2022	NextEra Energy Inc	29732-82177 September 2022	001-0521-521.4300	24.04
	09/07/2022	NextEra Energy Inc	34080-03816 September 2022	404-0535-535.4300	236.73
	09/07/2022	NextEra Energy Inc	38244-16469 September 2022	404-0535-535.4300	481.57
	09/07/2022	NextEra Energy Inc	39472-13538 September 2022	404-0535-535.4300	57.51
	09/07/2022	NextEra Energy Inc	48483-68421 September 2022	001-0519-519.4300	356.36
	09/07/2022	NextEra Energy Inc	56811-06810 September 2022	001-0541-541.4300	215.84
	09/07/2022	NextEra Energy Inc	56821-04848 September 2022	001-0541-541.4300	26.40
	09/07/2022	NextEra Energy Inc	56831-02874 September 2022	001-0541-541.4300	80.18
	09/07/2022	NextEra Energy Inc	59268-64496 September 2022	401-0533-533.4300	91.90
	09/07/2022	NextEra Energy Inc	60520-97182 September 2022	001-0521-521.4300	12.04
	09/07/2022	NextEra Energy Inc	66101-01831 September 2022	001-0572-572.4300	376.04
	09/07/2022	NextEra Energy Inc	66311-06884 September 2022	001-0541-541.4300	12.90
	09/07/2022	NextEra Energy Inc	67468-67586 September 2022	001-0541-541.4300	54.96
	09/07/2022	NextEra Energy Inc	68117-21478 September 2022	001-0521-521.4300	12.02
	09/07/2022	NextEra Energy Inc	76171-09884 September 2022	404-0535-535.4300	91.13
	09/07/2022	NextEra Energy Inc	79034-46115 September 2022	001-0521-521.4300	12.02
	09/07/2022	NextEra Energy Inc	82864-01883 September 2022	404-0535-535.4300	45.10
	09/07/2022	NextEra Energy Inc	93326-99348 September 2022	001-0521-521.4300	12.02
	09/07/2022	NextEra Energy Inc	95527-02467 September 2022	404-0535-535.4300	30.13
	09/07/2022	NextEra Energy Inc	99040-97517 September 2022	001-0519-519.4300	132.83
			Vendor NextEra Energy Inc	Total:	13,941.48
Vendor: North America Fire Equipment Co Inc					
	09/07/2022	North America Fire Equipment...	Elbeco Pants	001-0521-521.5220	90.00
	09/07/2022	North America Fire Equipment...	Elbeco Shirts	001-0521-521.5220	215.04
			Vendor North America Fire Equipment Co Inc Total:		305.04
Vendor: Office Depot Inc					
	06/27/2022	Office Depot Inc	250 Custom Envelopes	001-0521-521.5100	117.99
			Vendor Office Depot Inc Total:		117.99
Vendor: Pace Analytical Services, LLC					
	08/31/2022	Pace Analytical Services, LLC	Water Testing 8/5/2022	401-0533-533.3401	223.73
			Vendor Pace Analytical Services, LLC Total:		223.73
Vendor: Palm Coast Observer, LLC					
	08/08/2022	Palm Coast Observer, LLC	Public Hearing Mass ReZoning ...	001-0512-512.4800	260.00
	09/01/2022	Palm Coast Observer, LLC	Public Hearing - Millican Contr...	001-0512-512.4800	377.00
	09/01/2022	Palm Coast Observer, LLC	Public Notice - Oare FLUM Cha...	001-0512-512.4800	182.00
	09/01/2022	Palm Coast Observer, LLC	Public Hearing - Oare Zoning C...	001-0512-512.4800	175.50
			Vendor Palm Coast Observer, LLC Total:		994.50
Vendor: Palm Coast Printing					
	09/14/2022	Palm Coast Printing	5000 Notification Cards - Oran...	001-0521-521.4700	285.00
			Vendor Palm Coast Printing Total:		285.00
Vendor: Rayco Funding & Development, Inc					
	09/06/2022	Rayco Funding & Development...	Dewatering Box Maintenance	404-0535-535.3400	1,575.00
			Vendor Rayco Funding & Development, Inc	Total:	1,575.00
Vendor: RDK TRUCK SALES AND SERVICE INC					
	09/01/2022	RDK TRUCK SALES AND SERVIC...	Emergency 3-Month Truck Lea...	402-0534-534.4400	13,333.00
	09/01/2022	RDK TRUCK SALES AND SERVIC...	Rental Extension SW Truck 20...	402-0534-534.4400	6,666.67
	09/12/2022	RDK TRUCK SALES AND SERVIC...	Plug Magnet Tank - Gasket Ta...	402-0534-534.4620	339.45
			Vendor RDK TRUCK SALES AND SERVICE INC	Total:	20,339.12

Expense Approval Register

Packet: APPKT07694 - 09.26.22 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Staples Inc					
	09/13/2022	Staples Inc	PC3076-PC-02 Contract/Overa...	001-0513-513.3400	68.77
				Vendor Staples Inc Total:	68.77
Vendor: Staples, Inc					
	09/13/2022	Staples, Inc	Staples, Numbered Tab Divide...	001-0512-512.5100	37.14
	09/08/2022	Staples, Inc	Clerks Printer Ink, Copy Paper,...	001-0512-512.5100	132.03
				Vendor Staples, Inc Total:	169.17
Vendor: Stop Stick, Ltd.					
	09/08/2022	Stop Stick, Ltd.	Stop-Stick-Black (Replacement)	001-0521-521.5200	352.00
				Vendor Stop Stick, Ltd. Total:	352.00
Vendor: Terry Taylor Ford Company					
	09/13/2022	Terry Taylor Ford Company	Oil Change & Key Fob	001-0521-521.4620	210.06
				Vendor Terry Taylor Ford Company Total:	210.06
Vendor: Traffic Supplies & Distribution LLC					
	09/08/2022	Traffic Supplies & Distribution ...	Street Signs with COB Logo	001-0541-541.5310	400.00
				Vendor Traffic Supplies & Distribution LLC Total:	400.00
Vendor: Trailco Group, Inc					
	09/19/2022	Trailco Group, Inc	604 E Moody 4-6 October Rent...	001-0519-519.4400	2,500.00
				Vendor Trailco Group, Inc Total:	2,500.00
Vendor: U Name It					
	09/12/2022	U Name It	Polo Shirts (2) - Commissioner ...	001-0511-511.4700	32.18
				Vendor U Name It Total:	32.18
Vendor: UniFirst Corporation					
	09/13/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	28.17
	09/13/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	09/13/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.08
	09/13/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.77
	09/13/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	09/13/2022	UniFirst Corporation	Uniform Maintenance	401-0535-535.5220	16.16
	09/13/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.63
	09/14/2022	UniFirst Corporation	Uniform Maintenance	001-0541-541.5220	28.17
	09/14/2022	UniFirst Corporation	Uniform Maintenance	001-0549-549.5220	11.66
	09/14/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5200	21.08
	09/14/2022	UniFirst Corporation	Uniform Maintenance	001-0572-572.5220	22.77
	09/14/2022	UniFirst Corporation	Uniform Maintenance	401-0533-533.5220	13.35
	09/14/2022	UniFirst Corporation	Uniform Maintenance	401-0535-535.5220	16.16
	09/14/2022	UniFirst Corporation	Uniform Maintenance	402-0534-534.5220	17.63
				Vendor UniFirst Corporation Total:	261.64
				Grand Total:	105,367.03

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	47,100.44
401 - WATER	23,347.84
402 - SOLID WASTE	30,484.79
404 - SEWER	4,433.96
Grand Total:	105,367.03

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4700	Printing / Binding Expense	32.18
001-0512-512.3300	Recording Fees	200.00
001-0512-512.4800	Advertising	2,084.30
001-0512-512.5100	Office Supplies Expenses	169.17
001-0513-513.3400	Other Contract Services	68.77
001-0513-513.4100	Communications Expense	53.61
001-0516-516.3400	Other Contract Services	5,000.00
001-0519-519.3401	Other Contractual Services	992.54
001-0519-519.4300	Utilities	1,645.22
001-0519-519.4400	Rental/Lease	2,500.00
001-0521-521.4100	Communications Expense	24.93
001-0521-521.4300	Utility - Public Services	120.22
001-0521-521.4620	Repair / Maint - Vehicles	210.06
001-0521-521.4700	Printing / Binding Expense	285.00
001-0521-521.4900	Other Current Chgs & Obl...	835.20
001-0521-521.5100	Office Supplies Expenses	117.99
001-0521-521.5200	Operating Supplies	502.35
001-0521-521.5220	Uniforms Exp	420.06
001-0521-521.5500	Training	1,962.00
001-0524-524.3401	Bldg / Fire Inspection Exp -...	2,900.00
001-0541-541.4100	Communications Expense	24.93
001-0541-541.4300	Utility - Public Services	1,145.94
001-0541-541.4900	Other Current Chgs & Obl...	18.56
001-0541-541.5215	Fuel - Off Road Diesel	632.97
001-0541-541.5220	Uniforms Exp	56.34
001-0541-541.5300	Road Repair Local Option -...	1,890.00
001-0541-541.5310	Signage	400.00
001-0549-549.5210	Fuel	217.58
001-0549-549.5220	Uniforms	23.32
001-0562-562.3402	Humane Society Contract	2,052.00
001-0572-572.3100	Professional Services Exp...	5,800.00
001-0572-572.4300	Utility - Public Services	794.71
001-0572-572.4610	Repair / Maint - Bldgs	13,591.54
001-0572-572.5200	Operating Supplies	42.16
001-0572-572.5220	Uniforms Exp	45.54
001-2201000	Deposits Paybl - CtyHall/C...	125.00
001-3161000	Business/Occ License Fees	116.25
401-0533-533.3401	Other Contract Services	223.73
401-0533-533.4100	Communications Expense	50.03
401-0533-533.4300	Utility - Public Services	8,617.94
401-0533-533.4900	Other Current Chgs & Obl...	37.12
401-0533-533.5220	Uniforms Exp	26.70
401-0533-533.6300	Improvements - Other Th...	14,360.00
401-0535-535.5220	Uniforms Exp	32.32
402-0534-534.3400	Other Contract Services - ...	9,150.26
402-0534-534.4400	Rental/Lease - Solid Waste	19,999.67
402-0534-534.4620	Repair/Maint Vehicles - So...	1,252.30
402-0534-534.4640	Repair & Maint - Equipme...	47.30
402-0534-534.5220	Uniforms - Solid Waste	35.26
404-0535-535.3400	Other Contractual Services	1,575.00
404-0535-535.4100	Communications	49.86

Account Summary

Account Number	Account Name	Expense Amount
404-0535-535.4300	Utilities	1,617.45
404-0535-535.4640	Repairs & Maint. - Equip...	108.69
404-0535-535.4800	Advertising/Promotion	714.64
404-0535-535.4900	Other Current Charges & ...	37.12
404-0535-535.5200	Operating Supplies	331.20
	Grand Total:	105,367.03

Project Account Summary

Project Account Key	Expense Amount	
None	91,007.03	
Rehab Well 3	14,360.00	
	Grand Total:	105,367.03



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

VACANT

BUNNELL CITY COMMISSION MINUTES

Monday, September 12, 2022

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

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

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call (Present): Mayor Catherine Robinson; Vice Mayor John Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; City Attorney John Cary; City Manager Alvin B. Jackson, Jr.; Finance Director Shanea Stankiewicz; Infrastructure Director Dustin Vost; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for our Military Troops and National Leaders

Vice Mayor Rogers led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Recovery Month

Mayor Robinson read the proclamation into record. Michael Feldbauer, President of Flagler Drug Court Foundation, addressed the Commission and stated he appreciated of the support from the City. He reported Flagler County was 8th in the most overdoses in the state, with Palm Coast having the highest number. Pam Birtolo, Executive Director and Savannah Prince, with the Flagler Open Arms, spoke too. Ms. Birtolo announced the National Annual Recovery Music Festival will be held this Saturday the 17th in Veterans Park starting at 4 PM. She invited all to attend.

B.2. Proclamation: Half Cent for Flagler Schools

Mayor Robinson read the proclamation into record. She asked citizens to please be proactive when it is time to vote.

B.3. Presentation: Citizen Commendations from the Police Department

Sergeant Groth read a statement of the contribution to the Police Department provided by Mr. Chris Lauria. Mr. Lauria designed a highly dynamic emergency lighting package for a new F-150 Responder police vehicle. Mr. Lauria's support of and dedication to the Bunnell Police Department is much appreciated. Chief Brannon presented Mr. Lauria of Police Services with the Citizens Commendation.

B.4. Presentation: Police Officer of the 2nd Quarter

Sergeant Groth read a statement of accomplishments of Officer Ogden. He reported Officer Ogden's supervisor stated, "he has a positive attitude, encourages his peers, and sets the bar high." Chief Brannon presented Officer Ogden with a plaque for Officer of the 2nd Quarter.

B.5. Presentation: Medal of Valor to Alex Kilpatrick

Sergeant Groth read a statement regarding the events on May 21, 2022 when Officer Kilpatrick attempted to save the life of a citizen who drove their car into a pond in Grand

Reserve. Officer Kilpatrick was presented the Medal of Valor for his acts displaying courage by Chief Brannon.

C. Consent Agenda:

C.1. Approval of Warrant

a. September 12, 2022, Warrant

C.2. Approval of Minutes

**a. August 22, 2022 City Commission Workshop- Fiscal Year 2022/2023
Enterprise Funds Budget**

b. August 22, 2022 City Commission Meeting

C.3. Approval of Information Sharing- FL Department of Revenue

Motion: Approve the Consent Agenda.

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

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

Daisy Henry, (E. Drain St.)- stated how happy she was to hear the drug court information reporting where the overdoses are occurring- in Palm Coast. She stated the dirt road on South Bay St. had been dragged to help with all the rain. She asked to board to consider starting up the Beatification Award.

Vincent Fisceletti (Grand Reserve Drive)- asked when the City was going to take over control of all the roads in Grand Reserve. He stated there had been some discussion in his neighborhood meetings and the residents in Grand Reserve need to know when these will be maintained by the City.

Gail Lambert (Grand Reserve Drive)- questioned why the City had not taken control over all the roads in Grand Reserve. They understand the CDD is responsible for some of the roads, but the CDD has no evidence they are in control. She stated since Grand Reserve residents pay more City taxes they should have the City take care of their roads too. She also questioned why Bunnell was picking up the recycling and dumping with the regular trash; she understands that recycling places aren't taking everything anymore. She feels the City should cut out the recycling pick up all together.

Michael Feldbauer (President of Flagler Drug Court Foundation, Palm Coast)- stated his group was the first in Flagler County to be awarded a grant to distribute and train groups in the use of Narcan. He reported Narcan was not only for substance abuse overdose situations, but also helped the those that may have taken too much medication and children that may accidently get into medication. He offered the assistance of the Drug Court in training and providing Narcan.

Daniel B. Bowser (N. Fig Street)- stated he has seen improvements at the Clegg property but mentioned there is a problem of litter in the ditches and water of the bridges between the park and the Clegg property. He also commented on the streets in his neighborhood; he thinks the City should pay attention to all the properties and pick up the trash in his neighborhood.

City Manager Jackson and City Clerk Bates addressed the recycling question. The City is required by Florida Statute to have a recycling program; the City's recycling is not being dumped with the regular solid waste even though the same transfer station is utilized. The recycling is processed separately than the regular solid waste. City Manager Jackson also addressed the question about the roads in Grand Reserve; the PUD speaks to which roads the City maintains. The City has had discussion with the General Council of the CDD in the past and they are invited to schedule another meeting.

E. Ordinances: (Legislative):

E.1. Ordinance 2022-19 Requesting the Voluntary Contraction of the City's Boundary for a 1,979± acre property located north of State Highway 100. - Second Reading

City Attorney Cary read the short title into the record.

Motion: Adopt Ordinance 2022-19 Requesting the Voluntary Contraction of the City's Boundary for a 1,979± acre property located north of State Highway 100. Second Reading

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2022-22 Requesting to change the Future Land Use Map in The Comprehensive Plan for a portion of a 26.57+/- property, owned by Oare Warehouse LLC, Bearing the Parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "Commercial Medium" to the "multi-Family" future land use designation- Second Reading.

City Attorney Cary read the short title into the record. Mayor Robinson invited the applicant to address the Commission. Charlie Faulkner, on behalf of the applicant, gave a presentation to clarify and address concerns raised at the last meeting.

Motion: Adopt Ordinance 2022-22 Requesting to change the Future Land Use Map in The Comprehensive Plan for a portion of a 26.57+/- property, owned by Oare Warehouse LLC, Bearing the Parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "Commercial Medium" to the "multi-Family" future land use designation- Second Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.3. Ordinance 2022-23 Requesting to change the official zoning map for a portion of a 26.57+/- acre property, owned by Oare Warehouse LLC, Bearing the parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "B-1, Commercial District" to "R-3B, Multiple-Family Residential District" - Second Reading

City Attorney Cary read the short title into the record.

Motion: Adopt Ordinance 2022-23 Requesting to change the official zoning map for a portion of a 26.57+/- acre property, owned by Oare Warehouse LLC, Bearing the parcel ID(s): 12-12-30-0650-000C0-0041 and 12-12-30-0650-000C0-0042 from the "B-1, Commercial District" to "R-3B, Multiple-Family Residential District" - First Reading

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: Peter Lambert (Grand Reserve Dr.)- asked what the difference between this and the previous item was. City Attorney Cary explained the previous ordinance was for the future land use designation and explained how land use and zoning differed even though they are related.

Vote: Motion carried unanimously

F. Resolutions: (Legislative):

F.1. Public Hearing to consider the FY 2022/2023 Tentative Millage Rate

City Attorney Cary read the short title into the record. Mayor Robinson read the statement regarding the proposed millage rate and announced the second public meeting will be September 26, 2022 at 7 PM. Finance Director Stankiewicz explained the item and provided a short presentation.

Motion: Adopt Resolution 2022-07 Setting the FY 2022/2023 Tentative Millage Rate.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: Daniel B Bowser (N Fig Street) stated his Bunnell taxes had increased \$247.00 and as he was on a fixed income this wasn't fair. Vince Fiscaletti (Grand Reserve Dr.) stated he pays higher taxes than other parts of the City, but since the City does not maintain his roads or his street lighting, he feels he should not pay high taxes.

Vote: Motion carried unanimously

F.2. Public Hearing to consider the FY 2022/2023 Tentative Budget

City Attorney Cary read the short title into the record. Finance Director Shanea Stankiewicz presented the item.

Motion: Adopt Resolution 2022-08 Setting the FY 2022/2023 Tentative Budget.

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F.3. Resolution 2022-09 Request to Sign FDOT Highway Maintenance

Memorandum of Agreement

City Attorney Cary read the short title into the record. Infrastructure Director Vost presented the item.

Motion: Adopt Resolution 202-09 Request to Sign FDOT Highway Maintenance Memorandum of Agreement.

Motion by: Commissioner Schultz

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: Daisy Henry (E Drain St.) questioned who takes care of the side of the road as there is a problem near US 1 and Elm Avenue with potholes and large drop-offs. Infrastructure Director Vost stated this was not part of the City's FDOT which is for vegetation control only; he will notify the contractor who takes care of the actual roads.

Vote: Motion carried unanimously

G. Old Business:

G.1. Discussion on the City Commission Vacancy

Mayor Robinson opened the item to discussion by the Board.

Commissioner Schultz stated she would like the position to be opened to the citizens to apply for 30-day window and then the Commission can appoint someone to fill vacancy as directed by the Charter.

Commissioner Gordon asked how it was worded in the Charter. Attorney Cary stated from the wording was the City Commission shall appoint someone to fill the vacancy, but was very general with no time frames or limits; the criteria and mean on how to appoint would be left up to the Commission.

Mayor Robinson stated she was concerned that it takes 3 to 4 months to get someone familiar enough with the actions the Commission has to take; by that time, the next election will be happening. The dates for the upcoming 2023 Municipal Election were discussed. She also noted, in the past when the Commission had a vacancy near an election they did not fill the position, but waited for the election to be held.

Vice Mayor stated appointing someone could cause hard feelings in a small community; the last time they appointed from applicants was because they were down two commissioners during budget season.

Mayor Robinson stated with the City Manager evaluation being needed now, it would not be fair to the new Commissioner or the City Manager to have a new person with no knowledge of the last year be required to do that task.

Commissioner Schultz stated the Charter is clear, "shall appoint a vacancy". She believes there are qualified, experienced candidates who would apply to fill the position and be able to "hit the ground running without issue." The Commission won't be able to determine this though unless people apply for the position.

Commissioner Gordon stated she agrees with the Mayor and Vice Mayor; there just is not enough time to be ready for the job required of an appointed Commissioner.

Commissioner Schultz stated it was a disservice to the community to not fill the position in a timely manor as directed by the Charter.

Mayor Robinson stated she appreciated Commissioner Schultz comments and would agree if it were a longer time period before an election

Public Discussion: Bonita Robinson (Hyman Circle) stated she made a choice not to run for Commission because her current position prevents it, but she agrees with Vice Mayor Rogers and feels the Board needs to put definite rules in black and white into the Charter for the future. Daisy Henry (E. Drain St.) stated she agreed with Commissioner Schultz. She asked why a Charter Board was created if recommendations were not going to be followed. Gail Lambert (Grand Reserve Drive) stated she agreed with Commissioner Schultz; there may be qualified people ready to serve in the community now.

Motion: Keep the position vacant and allow the Special Election to fill the vacancy

Motion: Commissioner Gordon

Second: Vice Mayor Rogers

Vote: Motion carried 3-1

Yea: Mayor Robinson; Vice Mayor Rogers; Commissioner Gordon

Nay: Commissioner Schultz

H. New Business: None

I. Reports:

- **City Clerk** – reminded the Commission of the Ethics and Sunshine Law training next Wednesday from 10 AM until 2 PM at Stewart Marchman.
- **Police Chief** – None
- **City Attorney** – discussed the difficulties staff is having with a development code requirement; it is contradictory and makes very little sense. He advised the Commission will see action to address the problems most likely with a moratorium and the a repeal of Section 34-190 of the Land Development Code.
- **City Manager** – stated he would have one on one talks with each Commissioner about the problems with that portion of the Land Development Code. Dr. Jackson addressed Mr. Bowser about his tax bill concerns raised during F.1. Mr. Bowser had built a new 1500 Sq. ft. building on his property in 2021; it was this new structure causing the high increase in his taxes. Dr. Jackson reported on vandalism incident that occurred at JB King Park on August 29th- the sink was ripped from the wall and water was spraying for an undetermined period of time. There was extensive water damage to wooden walls, stalls and plumbing. As a result, an emergency purchase for \$10779.00 had to be authorized. Mayor Robinson asked if there was camera footage. City Clerk Bates reported cameras caught some activity but not a tag number; there is an active police investigation. Lastly, he reported the website has been updated to show the Department Head bios so people can really see what a high caliber team they have working for the City.
- **Mayor and City Commissioners**
 - **Commissioner Schultz** – talked about the River to Sea TPO meeting she attended; the City’s fees will be rising this year. The Dune Vegetation Restoration Project will be completed this fall.
 - **Commissioner Gordon** – stated she was proud of Chief Brannon and the police department. She recently had two citizens share compliments on the department, especially Sergeant Groth.
 - **Vice Mayor Rogers** – None
 - **Mayor Robinson** – discussed the Flagler County Schools ILA oversight committee meeting for the Impact fees for the schools. A draft of the agreement will be sent to the City Attorney soon so that it can be placed on an agenda for Commission approval. She attended the Northeast Florida Regional Council meeting and will pass along the summary that is being prepared so that all Commissioners know what is going on. Mayor also spoke about the 9/11 Memorial event held in Flagler County; it was a very emotional, patriotic event that honored those who lost their lives in the events of September 11th and those who have lost their lives since then because of the after effects of that day.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commissioner Gordon

Seconded by: Vice Mayor Rogers

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 9/6/2022 Amount:
Department: Infrastructure Account #:
Subject: * Request Approval to Renew Agreement #2020-08 with CPH Consulting, LLC for Design of the Wastewater Treatment Facility Rehabilitation / Expansion Project
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Contract Renewal	Contract
CPH Agreement 2020-08	Exhibit

Summary/Highlights:

Staff is seeking approval to renew Agreement #2020-08 with CPH Consulting, LLC for the design of the Wastewater Treatment Facility (WWTF) Rehabilitation/ Expansion for an additional year.

** This item was amended on September 20, 2022 to correct the name of the vendor to CPH Consulting, LLC.*

Background:

WWTF rehabilitation/expansion is included in the City's adopted Master Plan. Qualification Statements were received on February 12, 2020 for Request for Qualifications (RFQ) #2020.01 Bunnell Wastewater Treatment Facility (WWTF) Rehabilitation/Expansion. The Selection Committee met on February 27, 2020, resulting in the recommendation to engage in negotiations with CPH Consulting, LLC (CPH) for design of the project.

The City entered into agreement with CPH on October 12, 2020 for a term of two (2) years with the option to renew annually for two (2) additional years.

Staff Recommendation:

Approval to Renew Agreement #2020-08 with CPH Consulting, LLC for Design of the

Wastewater Treatment Facility Rehabilitation / Expansion Project for an additional year.

City Attorney Review:

Approve as to form and legality.

Finance Department Review/Recommendation:

Approve

City Manager Review/Recommendation:

**AGREEMENT FOR RENEWAL AND AMENDMENT
OF INDEPENDENT CONTRACTOR’S AGREEMENT #2020-08**

THIS AGREEMENT FOR RENEWAL AND AMENDMENT OF INDEPENDENT CONTRACTOR’S AGREEMENT (hereinafter “this Renewal”) is made and entered into effective the 26th day of September 2022, by and between THE CITY OF BUNNELL, a municipality of the State of Florida (hereinafter the “CITY”) and CPH CONSULTING, LLC, a Delaware corporation operating in the state of Florida as CPH, LLC, a Florida corporation (hereinafter “CONTRACTOR”).

WITNESSETH

WHEREAS, the CITY is a Florida municipality, having a responsibility to provide certain services to benefit the citizens of the City of Bunnell; and

WHEREAS, the CITY and CONTRACTOR entered into an Independent Contractor’s Agreement dated October 12, 2020, (hereinafter the “2020 Agreement”); and

WHEREAS, the CONTRACTOR has provided services under the 2020 Agreement, in a manner satisfactory to the CITY; and

WHEREAS, the 2020 Agreement provided for a two (2) year Term commencing October 12, 2018, and provided for two (2) additional one (1) year terms, upon written agreement by the parties, and the parties are desirous of extending the 2020 Agreement for the final additional one (1) year term; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors.

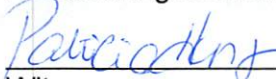
NOW THEREFORE, in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expresses, it is agreed as follows:

1. **Recitals.** The foregoing recitals are true and correct and constitute the material basis for this Amendment. Said recitals are hereby ratified and made a part of this Amendment Agreement.
2. **Renewal.** The 2020 Agreement is hereby renewed and extended for the first additional one (1) year term, through October 12, 2023.
3. **Amendment.** The 2020 Agreement is hereby amended to include the following provision:
E-Verify Compliance. Contractor affirmatively states, under penalty of perjury,

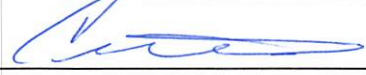
that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

- 4. All remaining terms, provisions, and conditions, including, but not limited to the terms for payment, of the 2020 Agreement dated October 12, 2020, remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Renewal Agreement on the day and date first written above.




Witness
Print Name: Patricia Hunt



Witness
Print Name: Cindy Valentin

Contractor: CPH CONSULTING, LLC.



Signature
Print Name: Peter-John F. Sutch

Title: President/CEO

Date Signed by Contractor: 9/20/2022

CITY OF BUNNELL

Catherine D. Robinson, Mayor
Date: September 26, 2022

Approved as to Legal Form

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates, City Clerk

SEAL:

**CITY OF BUNNELL CONTRACT WITH CPH, INC.
FOR PROFESSIONAL ENGINEERING SERVICES #2020-08**

THIS AGREEMENT made and entered into the 12th day of October, 2020 by and between the:

CITY OF BUNNELL, FLORIDA
201 WEST MOODY BLVD.,
BUNNELL, FLORIDA 32110

A municipal corporation of the STATE of Florida, holding tax exempt status, hereinafter referred to as the "CITY," and:

CPH, INC.
500 WEST FULTON ST.
SANFORD, FL 32771

A Florida Corporation, authorized to do business in the State of Florida, hereinafter referred to as the "CONSULTANT".

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

WITNESSETH

WHEREAS, the CITY desires to retain the CONSULTANT, in accordance with the applicable provisions of law, to furnish consulting services that may include engineering, surveying, planning, architectural, environmental, and/or landscape architectural services and to perform those tasks outlined and described in Section 2, hereof, and as specifically set out in Work Orders to be issued under this Agreement; and

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

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

WHEREAS, all submissions submitted by the CONSULTANT in its bid/RFP/RFQ are hereby incorporated herein to the extent not inconsistent with the CITY'S solicitation for the services described herein.

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

SECTION 1: GENERAL

- 1.1 The term "CONSULTANT" as used in this Agreement is hereby defined herein to include all principals of CONSULTANT including, but not limited to, full time employees, professional or otherwise, and all other, agents, employees and/or subcontractors retained by CONSULTANT to perform its obligations hereunder.
- 1.2 This Agreement is for professional engineering services for CITY projects. It is anticipated that separate projects will be required of CONSULTANT during the term of this Agreement. Exhibit B outlines the services that CONSULTANT can provide.
- 1.3 The recitals herein are true and correct and form and constitute a material part of this Agreement upon which the parties have relied.
- 1.4 Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it.

SECTION 2: SCOPE OF SERVICES

The CONSULTANT shall diligently and in a professional and timely manner perform the work included in each Work Order.

2.1 WORK ORDERS "SCOPE OF SERVICES"

Projects to be performed by the CONSULTANT, as defined in this Section shall be authorized in a written Work Order issued by the CITY in a form similar to Exhibit C. Work Orders by the CITY shall include a detailed project description with an anticipated completion schedule. Prior to the CITY issuing the Work Order, the CITY may direct the CONSULTANT to submit to the CITY a "Proposal" for the Work Order. The CONSULTANT's Proposal shall include a detailed scope of services for the Work Order, a proposed method of compensation, and the CONSULTANT's proposed schedule of completion, and a listing of special reimbursable expenses. The CONSULTANT shall review Work Orders and notify the CITY in writing of inadequacies for CITY's correction, if warranted. Exhibit D contains the first Work Order issued under this contract.

2.2 CHANGE ORDERS

Revisions to any Work Order shall be authorized in writing by the CITY as a Change Order. Each Change Order shall include a schedule of completion for the work authorized, compensation, and methods of compensation. Change Orders shall identify this Agreement and the appropriate Work Order number. The Change Orders may contain additional

instructions or provisions specific upon certain aspects of this Agreement pertinent to the work to be undertaken. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. Agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to the impact of the change on unchanged work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT's schedule.

2.3 MEETINGS

At the request of the CITY or the CITY's designated representative, CONSULTANT shall attend routine meetings to represent, make presentation, or otherwise support a CITY request. All meeting shall be billed directly to the CITY on a "time and materials" basis following the fee scheduled attached as Exhibit "A" unless included in an approved Work Order.

SECTION 3: CONSULTANT'S RESPONSIBILITIES

- 3.1 The CONSULTANT shall be responsible for the professional quality, accepted standards, technical accuracy and the coordination of all services furnished by the CONSULTANT under this Agreement as well as the conduct of its staff, personnel, employees and agents. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work product for each specific Work Order. The CONSULTANT shall work closely with the CITY on all aspects of the work and services.
- 3.2 Neither the CITY's review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable law for all damages to the CITY caused by the CONSULTANT's negligent performance or failure to perform any of the services furnished under this Agreement.

SECTION 4: CITY RIGHTS AND RESPONSIBILITIES

The CITY shall provide the services described below in a timely fashion at no cost to the CONSULTANT.

- 4.1 The CITY shall furnish a CITY official representative, as appointed by the designated representative, to administer, review and coordinate Work Orders and/or Meeting Requests.
- 4.2 The CITY shall make CITY's personnel available where, in the CITY's opinion, they are required and necessary to assist the CONSULTANT. The availability and necessity of

said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.

- 4.3 The CITY shall examine all of the CONSULTANT's work and indicate the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 4.4 The CITY shall transmit instructions, relevant information, and provide interpretation and definition of CITY policies and decisions with respect to any and all materials and other matters pertinent to the work covered by this Agreement.
- 4.5 The CITY shall give written notice to the CONSULTANT whenever the CITY's designated representative knows of a development that affects the work and scope of services, timing of the CONSULTANT's services, or a defect or change necessary in the work of the CONSULTANT.

SECTION 5: COMPENSATION

5.1 GENERAL

Compensation to the CONSULTANT for services performed on each Work Order shall be defined and indicated in the Work Order as "fixed fee/lump sum", or based on the fee schedule attached as Exhibit "A" as "time and materials" basis. The type and amount of compensation for each Work Order shall be described on the Work Order. Compensation for general meetings as described within section 2.3 herein shall be billed on an hourly basis utilizing the attached fee schedule (Exhibit "A") unless defined and included in a Work Order. All meetings shall be billed directly to the CITY on a "time and materials" basis following the fee scheduled attached as Exhibit "A". Reimbursable expenses, if identified in a Work Order or required as part of a CITY requested meeting, shall be paid to the CONSULTANT in addition to the compensation for services and shall include expenditures made by the CONSULTANT, or its employees, in the interest of the work effort for the following expenses:

- (a) Expenses of transportation, when traveling in connection with a project, in accordance with Sections 112.061(7) and (8), *Florida Statutes*, or their successors; long distance telephone calls and facsimile transmission.
- (b) Expenses of reproductions, postage and handling of material associated with the work effort.
- (c) If authorized in writing in advance by the CITY, the cost of other expenditures made by the CONSULTANT in the interest of the work effort.

- (d) The fee schedule attached as Exhibit "A" will be reviewed annually and may be modified at the request of the CONSULTANT with the approval of the CITY. If modified, the new rates will be established as if reflected in Exhibit "A".

5.2 INVOICE PROCESS

Invoices which are received by the CITY, will be processed for payment within thirty (30) days of receipt by the CITY. The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices. Approved revised invoices received by the CITY will be processed for payment within thirty (30) days of receipt by the CITY. Each invoice shall reference this Agreement, the appropriate Work Order and Change Order if applicable, and billing period. A billing period represents the dates in which the CONSULTANT completed work referenced in an invoice. Invoices are to be forwarded directly to:

CPH, Inc.
500 West Fulton Street
Sanford, FL 32771

SECTION 6: WORK COMMENCEMENT/IMPLEMENTATION SCHEDULE/LENGTH OF AGREEMENT

6.1 WORK COMMENCEMENT

CONSULTANT shall commence work on each Work Order within ten (10) days after receipt by CONSULTANT of a written notice-to-proceed from the CITY's Designated Representative, as set forth in the Work Order, or as otherwise agreed upon between the CITY and CONSULTANT and set forth in the Work Order.

6.2 IMPLEMENTATION SCHEDULE

CONSULTANT and the CITY agree to make every effort to adhere to the schedules established for the various Work Orders as described in the Work Order. However, if CONSULTANT is delayed at any time in the progress of the work by any act or omission of the CITY, or of any employee of the CITY, or by any other CONSULTANT employed by the CITY, or by changes ordered in the work, or by strikes, lock outs, fire, unusual delay in transportation, unavoidable casualties, or any other causes of force majeure not resulting from the inactions or actions of CONSULTANT and beyond CONSULTANT's control which would not reasonably be expected to occur in connection with or during performance of the work, or by delay authorized by the CITY pending a decision, or by any cause which the CITY shall decide to justify the delay, the time of completion shall be extended for such reasonable time as the CITY approves. It is further expressly understood and agreed

that CONSULTANT shall not be entitled to any damages or compensation, or be reimbursed for any losses on account of any delay or delays resulting from any of the aforesaid causes. Additional or reduced compensation to CONSULTANT may be negotiated to the mutual agreement of the parties in the event delays cause Work Order pricing to increase or decrease; provided, however, CONSULTANT shall not receive additional compensation for delays that occur in any way as a result of CONSULTANT's acts or omissions.

6.3 LENGTH OF AGREEMENT

This Agreement shall be for an initial two (2) year period from its date of execution with the option to renew annually for two (2) additional years unless terminated in writing by either party 30 days prior to the expiration date.

SECTION 7: DESIGNATED REPRESENTATIVES

7.1 GENERAL

The CITY designates the CITY Manager or his designated representative, to represent the CITY in all matters pertaining to and arising from the work and performance of this Agreement. The designated representative, shall have the following responsibilities:

- 7.1.1 Examination of all work and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT;
- 7.1.2 Transmission of instructions, receipt of information, and interpretation and definition of the CITY's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement;
- 7.1.3 Giving prompt written notice to the CONSULTANT whenever the CITY's official representative knows of a defect or change necessary in the project; and
- 7.1.4 Coordinating and managing the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of such applications.

7.2 DESIGNATED REPRESENTATIVES

Until further notice from the CITY Manager, the designated representative for this Agreement is:

**Mr. Dustin Vost
Infrastructure Director
City of Bunnell
201 West Moody Blvd.
Bunnell, FL 32110**

Phone: 386-437-7500
Fax: 386-437-7503
dvost@bunnellcity.us

CONSULTANT's designated representative is:

Mr. David A. Gierach, P.E.
President
CPH, Inc.
500 West Fulton Street
Sanford, FL 32771
Phone: 407-322-6841
Fax: 407-330-0639
dgierach@cphcorp.com

SECTION 8: TERMINATION/SUSPENSION OF AGREEMENT

8.1 TERMINATION BY THE CITY FOR CAUSE

The CITY may terminate this Agreement or any Work Order by written notice for convenience at any time for any one (1) or more of the reasons as follows:

- 8.1.1 If, in the CITY's opinion, adequate progress on any phase of the services to be provided under a Work Order is not being made by the CONSULTANT due to the CONSULTANT's failure to perform; or
- 8.1.2 If, in the CITY's opinion, the quality of the services performed by the CONSULTANT is not in conformance with commonly accepted professional standards, standards of the CITY, and the requirements of Federal and/or State regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
- 8.1.3 The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
- 8.1.4 The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for the benefit of creditors; or
- 8.1.5 The CONSULTANT violates the Standards of Conduct provisions herein.
- 8.1.6 In the event of any of the causes described in this Section, the CITY's Designated Representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Agreement or any Work Order should not be

terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fifteen (15) calendar days of the date of the letter, the CITY may consider the CONSULTANT to be in default, and may then immediately terminate this Agreement or any Work Order in progress under this Agreement.

8.2 TERMINATION BY CONSULTANT FOR CAUSE

The CONSULTANT may cancel this Agreement, subject to the provisions of Subsection 8.2.3, if:

8.2.1 The CITY materially fails to meet its obligations and responsibilities as contained in the CITY's Rights and Responsibilities; or

8.2.2 The CITY fails to pay the CONSULTANT in accordance with this Agreement.

8.2.3 In the event of either of the causes described in Subsection 8.2, the CONSULTANT shall send a certified letter requesting that the CITY show cause why the Agreement should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default, and may immediately terminate this Agreement.

8.3 TERMINATION BY THE CITY WITHOUT CAUSE

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

8.4 PAYMENT IN THE EVENT OF TERMINATION

In the event this Agreement or any Work Order is terminated or canceled prior to final completion without cause, payment for the unpaid portion of the services and reasonable costs of closures of the Agreement and any Work Order, provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work.

8.5 ACTION FOLLOWING TERMINATION

- 8.5.1 Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- 8.5.2 In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) calendar days, or any extensions as approved by the CITY's Designated Representative, deliver to the CITY all work product, data, documents, and other documents that have been obtained or prepared by the CONSULTANT or at its direction in performing the services under this Agreement, regardless of whether the work on such documents has been completed or is in progress.

SECTION 9: INDEMNITY AND INSURANCE

9.1 GENERAL

- 9.1.1 CONSULTANT agrees to indemnify and hold harmless the CITY/public agency and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract. The extent of the above-referenced indemnification provisions shall be limited to \$2,000,000.00 per occurrence. Additionally, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton, or intentional misconduct of the CITY or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the consultant or any of the consultant's contractors, subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees. The parties further agree that this provision satisfies the requirements of Florida Statute Section 725.08 so that the indemnification provisions are valid and binding upon the parties to this contract.
- 9.1.2 The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.

9.2 INSURANCE

The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a Best Rating of A- or better, authorized to do business in the State of Florida:

Worker's Compensation: The CONSULTANT shall provide Worker's Compensation for all of their employees. The limits will be statutory limits for Worker's Compensation and \$1,000,000 for Employer's Liability.

Comprehensive General Liability: The CONSULTANT shall provide coverage for all operations including, but not limited to, Contractual, Products and Complete Operations and Personal Injury. The limits will not be less than \$1,000,000 CSL or its equivalent.

Comprehensive Automobile Liability: The CONSULTANT shall provide complete coverage for owned and non-owned vehicles for limits not less than \$1,000,000 CLS or its equivalent.

Professional Liability: The CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$2,000,000 CSL or its equivalent.

All insurance other than Worker's Compensation and Professional Liability to be maintained by the CONSULTANT shall specifically include the CITY as an additional insured.

The CONSULTANT shall provide Certificates of Insurance to the CITY, evidencing such insurance, prior to the issuance of the first Work Order under this Agreement from the CITY. These Certificates of Insurance shall become part of this Agreement. The CITY shall be named as an additional insured on the CONSULTANT's General and Auto liability insurance.

The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty (30) days prior notice will be given to the CITY by submission of a new Certificate of Insurance.

The CONSULTANT shall furnish Certificate of Insurance directly to the CITY's Designated Representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

9.3 Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY's waiver of sovereign immunity beyond the limits set forth in Section 768.28, *Florida Statutes*.

9.4 The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third party beneficiaries to this Agreement.

SECTION 10: STANDARDS OF CONDUCT

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

- 10.2 The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Agreement, including any conflicts that may be due to representation of other CITYs, other contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any conflict of interest that arises during the term of this Agreement will be immediately disclosed in writing to the CITY.
- 10.3 If the CITY determines that any employee or representative of the CONSULTANT is not satisfactorily performing his assigned duties or is demonstrating improper conduct pursuant to any assignment under this Agreement, the CITY shall so notify the CONSULTANT, in writing. CONSULTANT shall immediately remove such employee or representative of the CONSULTANT from such assignment.
- 10.4 The CONSULTANT shall not publish any documents or release information regarding this Agreement to the media without prior approval of the CITY.

SECTION 11: ACCESS TO RECORDS/AUDIT

- 11.1 The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- 11.2 The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.

SECTION 12: CODES AND DESIGN STANDARDS

- 12.1 All the services to be performed by the CONSULTANT shall in the minimum be in conformance with commonly accepted professional codes and standards, standards of the CITY, and the regulations of any Federal and/or State and/or regulatory agencies.
- 12.2 The CONSULTANT shall be responsible for keeping apprised of any changing codes or regulations, which regulations must be applied to the Work Order to be performed under this Agreement.

SECTION 13: ASSIGNABILITY

The CONSULTANT shall not sublet, assign or transfer any interest in or work under this Agreement, Claims for the money due or to become due, may be assigned to a bank, trust company, or other financial institution without such CITY approval however notice of such assignment or transfer shall be furnished promptly to the CITY.

SECTION 14: CONTROLLING LAWS/VENUE/INTERPRETATION

This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in Flagler County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the CITY and CONSULTANT and all parties have contributed substantially and materially to the preparation of the Contract. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

SECTION 15: FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation, or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

SECTION 16: EXTENT OF AGREEMENT

This Agreement, together with the Exhibits constitutes the entire Agreement between the CITY and the CONSULTANT and supersedes all prior written or oral understandings in connection therewith. This Agreement may only be amended, supplemented or modified by a formal written amendment. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 17: NOTICES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the representative places for giving of notice, to-wit:

(A) For the CITY:

Dr. Alvin B. Jackson, Jr.
City Manager
City of Bunnell
201 West Moody Blvd.
Bunnell, FL 32110
Phone: 386-437-7500
Fax: 386-437-7503
ajackson@bunnellcity.us

(B) For the CONSULTANT:

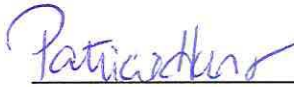
Mr. David A. Gierach, P.E.
President
CPH, Inc.
500 West Fulton Street
Sanford, FL 32771
Phone: 407-322-6841
Fax: 407-330-0639
dgierach@cphcorp.com

Written notice requirements of this Agreement shall be strictly construed and such requirements are a condition precedent to pursuing any rights or remedies hereunder. The CONSULTANT agrees not to claim any waiver by CITY of such notice requirements based upon CITY having actual knowledge, implied, verbal or constructive notice, lack of prejudice or any other grounds as a substitute for the failure of the CONSULTANT to comply with the express written notice requirements herein. Computer notification (e-mails and message boards) do not constitute proper "written notice" under the terms of the Agreement.

******Signatures on following page******


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the CITY through its City Commission taking action on the 12th day of October, 2020, and the Mayor signing by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:



Secretary

CPH, Inc.

By: 

David A. Gierach
President

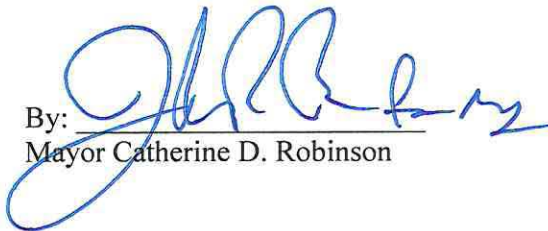
Date: 9-29-2020

ATTEST:



Kristen Bates, CMC, City Clerk

City of Bunnell

By: 

Mayor Catherine D. Robinson

Date: 10/12/2020

Exhibit A

Hourly Rates and Charges

Rates & Reimbursables

CPH STANDARD RATES	
Category	Rate
Principal	\$190
Senior Project Manager	\$180
Project Manager	\$160
Senior Project Engineer	\$140
Project Engineer	\$120
Principal Traffic Engineer	\$180
Senior Traffic Engineer	\$135
Traffic Engineer	\$120
Traffic Analyst	\$115
Principal Environmental Scientist	\$175
Senior Environmental Scientist	\$135
Lead Environmental Scientist	\$105
Environmental Scientist	\$95
GIS Analyst	\$105
Arborist	\$125
Principal Planner	\$170
Senior Planner	\$140
Planner	\$100
Principal Architect	\$180
Senior Architect	\$160
Architect	\$140
Senior Architectural Manager	\$130
Architectural Manager	\$125
Senior Architectural Designer	\$120
Architectural Designer	\$105
Interior Designer	\$115
Architectural CADD Technician	\$85
Principal Structural Engineer	\$180
Senior Structural Engineer	\$150
Structural Engineer	\$120
Principal MEP Engineer	\$180
Senior MEP Project Engineer	\$155
MEP Project Engineer	\$125
Senior Graphic Designer	\$140
Graphic Designer	\$80

CPH STANDARD RATES	
Category	Rate
Principal Landscape Architect	\$170
Senior Landscape Architect	\$140
Landscape Architect	\$105
Senior Landscape Designer	\$100
Landscape Designer	\$85
Project Coordinator	\$90
Senior Project Designer	\$135
Project Designer	\$115
Senior Design Technician	\$105
Design Technician	\$95
CADD Technician	\$75
Administrative	\$75
Clerical	\$60
Network Admin. (I)	\$80
Senior Construction Manager	\$120
Construction Manager	\$105
Construction Field Representative II	\$110
Construction Field Representative I	\$80
Principal Surveyor	\$170
Senior Professional Surveyor	\$130
Professional Surveyor and Mapper	\$125
Field Technician/Designer	\$105
Surveyor in Training	\$100
Survey Project Manager/CADD	\$120
Field Crew Coordinator	\$110
Survey Party Chief	\$85
Survey Instrument Man	\$70
Senior Survey CADD Technician	\$110
Survey CADD Technician	\$75
Survey Crew (2 Man)	\$155
Survey Crew (Construction Staking - 2 Man)	\$180
Survey Crew (3 Man)	\$225
GPS (1 Man) / Robotics	\$145
GPS (2 Man)	\$180
1 Man Scanner/Laser Survey Crew	\$265
2 Man Scanner/Laser Survey Crew	\$290

Schedule of Reimbursable Charges

USB/Thumb Drive	\$15.00 Each	Plots (B&W)			
		11 X 17	\$ 0.21 Each	Mileage	At Current IRS Rates
		12 X 18	\$ 0.24 Each	Phone	At Cost
Copies (B&W)		15 X 21	\$ 0.35 Each	Postage	At Cost
8.5 x 11	\$0.05 Each	34 X 22	\$ 0.83 Each	Outside Reimbursables	At Cost
8.5 x 14	\$0.10 Each	24 X 36	\$ 0.96 Each		
11 x 17	\$0.20 Each	30 X 42	\$ 1.42 Each		
		36 X 48	\$ 1.82 Each		
Copies (Color)		Plots (Color/Bond)			
8.5 x 11	\$0.25 Each	24 x 36	\$24.00 Each		
8.5 x 14	\$0.30 Each	30 x 42	\$35.00 Each		
11 x 17	\$0.35 Each	36 x 48	\$48.00 Each		
Mylars					
24 x 36	\$9.00 Each				
32 x 42	\$13.00 Each				

Billing and Reimbursable Rates Are Subject To Periodic Review and Adjustment. Updated: October 9, 2019



Exhibit B

Services available to be performed by CPH, Inc.


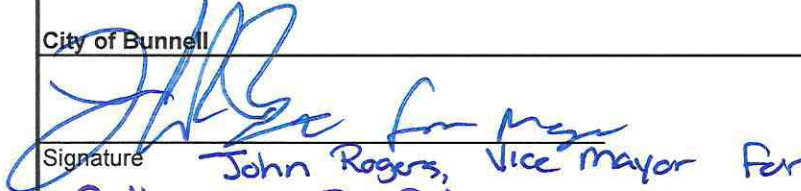
- Engineering
 - Utility Master Planning
 - Capital Improvement Planning
 - Water, Wastewater, Reclaimed—Collection, Treatment, Distribution Design
 - Roads, Bridges, Transportation, and Street Lighting—Planning and Design
 - Traffic Planning, Data Collection, and Engineering
 - Stormwater Planning, Study, and Design
 - Structural Engineering
 - M/E/P Engineering

- Architecture
- Space Programming
- Planning/Zoning
- Landscape Architecture
- Grant Writing/Research and Funding Assistance
- Environmental Science
- Surveying and Mapping
- G.I.S. Services
- Construction Management/Administration

Exhibit C

Sample Work Order

EXHIBIT C	
WORK ORDER FORM	
Work Order Number _____	
City of Bunnell	
Master Agreement/Contract Number:	Dated:
Contract/Project Title	
Purchase Order No.	
Consultant:	CPH, Inc.
Consultant/Contractor's Business Address, Phone Number, Fax Number and E-mail Address	
500 West Fulton Street, Sanford, FL 32771	
Email Address: lxu@cphcorp.com	
ATTACHMENTS TO THIS WORK ORDER	METHOD OF COMPENSATION
<input type="checkbox"/> DRAWINGS/PLANS/SPECIFICATIONS	<input type="checkbox"/> FIXED FEE BASIS
<input type="checkbox"/> SCOPE OF SERVICES	<input type="checkbox"/> TIME BASIS-NOT TO EXCEED AMOUNT
<input type="checkbox"/> SPECIAL CONDITIONS	<input type="checkbox"/> TIME BASIS-LIMITATION OF FUNDS
<input type="checkbox"/> PRICING INFORMATION	<input type="checkbox"/> UNIT PRICE BASIS-NOT TO EXCEED AMOUNT
<input type="checkbox"/> WO TERMS AND CONDITIONS	
TIME FOR COMPLETION: _____ Days of the effective date to this Work Order	
Effective date- this Work Order: _____ Date of Execution by Client	
Time for completion: The services to be provided by the Consultant/Contractor shall commence upon execution of this Work Order by the parties and shall be completed within the time frame indicated above. Failure to meet the stated completion requirement may be grounds for termination for default.	
Work Order Amount: Dollars Expressed in Numbers: \$ _____	
Dollar Amount Written Out: _____	
In Witness Whereof, the parties hereto have made and executed this Work Order on the respective dates under each signature: The Client by and through its duly authorized corporate officer and the Consultant/Contractor by and through its duly authorized corporate officer having the full and complete authority to execute same.	
CPH, Inc.	
_____ Signature,	
_____ Printed Name, Title, & Date	
City of Bunnell	
_____ Signature	
_____ Printed Name, Title, and Date	

EXHIBIT D	
WORK ORDER FORM	
Work Order Number <u>1</u>	
City of Bunnell	
Master Agreement/Contract Number:	Dated: 8/24/2020
Contract/Project Title Dustin Vost	
Purchase Order No.	
Consultant: CPH, Inc.	
Consultant/Contractor's Business Address, Phone Number, Fax Number and E-mail Address 500 West Fulton Street, Sanford, FL 32771 Email Address: lxu@cphcorp.com	
ATTACHMENTS TO THIS WORK ORDER	METHOD OF COMPENSATION
<input type="checkbox"/> DRAWINGS/PLANS/SPECIFICATIONS	<input checked="" type="checkbox"/> FIXED FEE BASIS
<input type="checkbox"/> SCOPE OF SERVICES	<input type="checkbox"/> TIME BASIS-NOT TO EXCEED AMOUNT
<input type="checkbox"/> SPECIAL CONDITIONS	<input type="checkbox"/> TIME BASIS-LIMITATION OF FUNDS
<input type="checkbox"/> PRICING INFORMATION	<input type="checkbox"/> UNIT PRICE BASIS-NOT TO EXCEED AMOUNT
<input type="checkbox"/> WO TERMS AND CONDITIONS	
TIME FOR COMPLETION: _____ Days of the effective date to this Work Order	
Effective date- this Work Order: _____	
Time for completion: The services to be provided by the Consultant/Contractor shall commence upon execution of this Work Order by the parties and shall be completed within the time frame indicated above. Failure to meet the stated completion requirement may be grounds for termination for default.	
Work Order Amount: Dollars Expressed in Numbers: \$ <u>\$997,955.00</u>	
Dollar Amount Written Out: <u>Nine Hundred Ninety-Seven Thousand Nine Hundred and Fifty-Five Dollars</u>	
In Witness Whereof, the parties hereto have made and executed this Work Order on the respective dates under each signature: The Client by and through its duly authorized corporate officer and the Consultant/Contractor by and through its duly authorized corporate officer having the full and complete authority to execute same.	
CPH, Inc.	
	
Signature, _____	
David A. Gierach, President	
Printed Name; Title, & Date _____	
City of Bunnell	
	
Signature _____	
John Rogers, Vice Mayor For Catherine D. Robinson, Mayor	
Printed Name, Title, and Date _____ 10/12/2020	

August 13, 2020



Dustin Vost
Infrastructure Director
City of Bunnell
201 West Moody Blvd.
Bunnell, FL 32110

Re: City of Bunnell WWTF
AWT and Capacity Expansion Improvements
Professional Engineering Services Proposal

Dear Dustin:

In accordance with the scoping, conceptual design layout and project funding meetings that we have had over the last two (2) months, related to the AWT and capacity expansion improvements at the City of Bunnell WWTF, we are pleased to submit a professional engineering services proposal for the design and permitting of Advanced Wastewater Treatment (AWT) and Capacity Expansion improvements at the City of Bunnell WWTF. The first phase of the improvements project will increase the treatment capacity to 1.0 MGD AADF and produce an effluent that meets the following AWT standards:

- CBOD₅: < 5 mg/L
- TSS: < 5 mg/L
- TN: < 3 mg/L
- TP: < 1 mg/L

CPH, Inc. will provide the following professional engineering services for the complete master planning and *build-out* design of the Bunnell WWTF (1.0 MGD AADF):

- Coordinate engineers and subconsultants during the design phase.
- Development of a sampling and analysis program for nutrient removal considerations associated with the following facility flows:
 - Raw wastewater
 - WWTP effluent
 - Side streams
- Prepare detailed engineering calculations and contract documents for the proposed improvements at the City of Bunnell WWTF.
- Master planning and layout of the Phase II improvements.
- Preparation of an Opinion of Probable Construction Cost (OPCC) for the proposed improvements at the City of Bunnell WWTF.
- Design of the following facility improvements (*phased* project construction):
 - A new Influent Structure (screening, screening conveyor/dewatering, *future* grit removal system, etc.), that will be integrated into the BNR Structure.

- A new 4-Stage BNR treatment system with multiple trains (2) and an integrated EQ Basin (anaerobic operation) and EQ basin pump station. The BNR system shall consist of the following treatment basins: primary anoxic, aerobic, secondary anoxic and reaeration. A deoxygenation basin shall also be included.
 - Blowers, blower structure and fine bubble aeration systems.
 - Addition of a new secondary clarifier flow splitter box and associated piping to provide proper flow splitting to the secondary clarifiers.
 - Two (2) new secondary clarifiers and supporting infrastructure.
 - RAS/WAS pumping station.
 - Chlorine Contact Chamber (CCC) / Dechlorination Structure.
 - A new disc filtration system (2 units) and associated infrastructure.
 - Addition of a screw press (sludge dewatering) system and associated infrastructure.
 - Transfer pump station and associated piping and infrastructure.
 - Conversion of the existing oxidation ditch to a facultative aerobic digestion system.
 - Reclaimed Water Ground Storage Tank.
 - A new Operations Building.
 - Electrical, controls, instrumentation and SCADA system improvements.
 - Yard piping, sidewalks, fencing, facility security, stormwater management, roadway improvements, sodding, signage and miscellaneous improvements.
- Generation of a WWTF Operation and Maintenance Manual.
 - Generation of a Bunnell WWTF Safety Manual.
 - Prepare all FDEP permitting documentation (Preliminary Design Report, Capacity Analysis Report, Monitoring and Operating Protocol, permit applications, Requests for Additional Information, etc.) for the proposed facility improvements.
 - Preparation of all project funding and grant funding documentation (forms, reports, graphics, etc.) for the proposed WWTF improvements.
 - Attend public meetings related to the proposed WWTF improvements.

We look forward to working with you and your staff to complete this important wastewater management system project for the City of Bunnell. As discussed in our previous project meetings, the design and master planning of the wastewater treatment system improvements will take approximately 7 - 9 months after our contract is approved by the City Commission and the Notice to Proceed (NTP) is issued. If you have any questions or wish to discuss this engineering design proposal, please do not hesitate to call me directly at (407) 620-4398.

Sincerely,


CPH, Inc.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature by and through its duly authorized corporate officer having the full and complete authority to execute same.

ATTEST:

By: 
Corporate Secretary or Witness


CPH, Inc.


David A. Gierach, President
Date: 8-13-2020

ATTEST:



CITY OF Bunnell

 for Mayor
Signature
John Rogers, Vice Mayor for
Catherine D. Robinson, Mayor
Printed Name and Title
Date: 10/12/2020

City of Bunnell Wastewater Treatment Facility

Advanced Wastewater Treatment (AWT) and Capacity Expansion Improvements

1. PROFESSIONAL CONSULTING SERVICES

A. CPH, Inc. shall provide the following professional engineering services, in accordance with RFQ No. 2020-01, for the design, master planning and permitting of Wastewater Treatment Facility Rehabilitation and Capacity Expansion improvements at the City of Bunnell WWTF (*master lift station; influent structure with screening; new BNR system; EQ basin and pumping station; secondary clarifiers and flow splitter box; RAS/WAS pumping station; CCC, dechlorination basin; disc filters; effluent pump station; aerobic digester; dewatering building with sludge dewatering system; electrical, controls, instrumentation, and SCADA system improvements, site improvements; expansion of the treatment capacity to 1.2 MGD AADF; demolition of existing infrastructure*), to include the following project tasks:

- 1) Development of a sampling and analysis program to properly characterize the raw wastewater from the collection and transmission system, waste streams in key facility locations (*recycle, supernatant and decant streams*) throughout the Bunnell WWTF as well as the wastewater effluent stream for design of the advanced wastewater treatment/nutrient reduction improvements. The cost for all sampling program laboratory costs is included in this Professional Engineering Services Proposal.
- 2) Development of a *conceptual* layout for the *proposed* and *phased* AWT and Capacity Expansion improvements at the Bunnell WWTF.
- 3) Workshop No. 1 - Conceptual infrastructure improvements plan meeting with City Staff.
- 4) Preliminary Engineering Design of the *proposed* AWT and Capacity Expansion improvements at the Bunnell WWTF.
- 5) Workshop No. 2 - Preliminary engineering design review meeting with City Staff.
- 6) Generation of a Preliminary Design Report (PDR) for the *proposed* and *phased* AWT and Capacity Expansion improvements at the Bunnell WWTF.
- 7) Final Engineering Design of the *proposed* AWT and Capacity Expansion improvements at the Bunnell WWTF.
- 8) Workshop No. 3 - Final engineering design review meeting (60%) with City Staff.
- 9) FDEP permitting of the *proposed* AWT and Capacity Expansion improvements at the Bunnell WWTF.

- 10) Workshop No. 4 - Final engineering design review meeting (90%) with City Staff.
- 11) Generation of the following facility documents:
 - a. Calendar Year 2019 update of the facility Capacity Analysis Report (CAR)
 - b. Calendar Year 2019 update of the Monitoring and Operating Protocol (MOP).
 - c. Bunnell WWTF - Facility Safety Manual.
- 12) Preparation of all project and grant funding documentation for the proposed WWTF improvements (201 Facilities Plan, Request for Inclusion, Site Certification, Grant Assistance documentation, forms, reports, graphics, etc.).

B. Professional Subconsultant Services associated with the Project Work

- 1) Coordinate with the geotechnical firm employed by CPH, Inc. (Universal Engineering Services, Inc.) for obtaining soil borings and recommendations at the site of the *proposed* improvements for foundation stability and compaction requirements. In addition, general classifications of soils and recommendations regarding drainage and stormwater detention pond percolation rates and recovery periods will be provided.
- 2) Coordinate with the electrical engineering firm employed by CPH, Inc. (Bailey Engineering Consultants) to provide the electrical/controls/instrumentation/SCADA design for the *proposed* AWT and Capacity Expansion improvements at the Bunnell WWTF to meet Class I Reliability Standards. In addition, prepare facility lighting plan and building mechanical plans.

C. CPH, Inc. shall provide 3D Laser Surveying of the Bunnell WWTF for both design of the proposed improvements.

D. Development of a Sampling and Analysis Program

- 1) Development of a sampling and analysis program to properly characterize the raw wastewater from the collection and transmission system, waste streams in key facility locations (*recycle, supernatant and decant streams*) throughout the Bunnell WWTF as well as the wastewater effluent stream for design of the advanced wastewater treatment/nutrient reduction modifications. The costs for all laboratory analyses for the sampling program are included in this Professional Engineering Services Proposal.

E. Project Kick-Off Meeting

- 1) Conduct a *brief* kick-off meeting within three (3) weeks of the Issuance of the Project Notice to Proceed (NTP) with the Infrastructure Director, WWTF Superintendent and Operations Staff, to discuss the following:
 - a. Project goals and objectives.
 - b. The *proposed* sampling and analysis program to be implemented at the WWTF to characterize the flow streams listed in Article 1(D) above.

- c. Existing WWTF operation and any operational issues.
- d. Proposed infrastructure improvements and project budget.
- e. Advantages, disadvantages and system issues associated with the various types/manufacturers of the following proposed infrastructure, at a minimum:

Pumping Systems	Odor Control Systems	Secondary Clarification Systems
Barscreening Systems	BNR / AWT Treatment Systems	Disc Filtration Systems
Grit Removal Systems	Mixing and Aeration Systems	Screw Press Dewatering Systems

- f. Criterion to be used for evaluation of the proposed infrastructure. This information will be used in the generation of the BNR PDR for FDEP permitting purposes.
- g. Site layout constraints and recommendations.
- h. FDEP Treatment Plant Classification and Staffing for the AWT and Capacity Expansion improvements at the Bunnell WWTF.

F. Conceptual Plan for the Proposed AWT Improvements

1) Review of Existing Regulatory Conditions and Standards

- a. Review of *existing* regulatory conditions and standards related to BNR, AWT, reclaimed water, surface water discharge and Class I Reliability requirements at the Bunnell WWTF and monitoring and reporting regulated by the State of Florida and US EPA., including, but not limited to, the following:

Regulatory Rules	Title
62-4, F.A.C.	Permits
62-600, F.A.C.	Domestic Wastewater Facilities
62-610, F.A.C.	Reuse of Reclaimed Water and Land Application
62-620, F.A.C.	Wastewater Facility Permitting
62-640, F.A.C, 40 CFR Part 503	Biosolids (FDEP/EPA)
62-699, F.A.C.	Treatment Plant Classification and Staffing
	Ten States Standards for Wastewater Facilities
	EPA Class I Reliability Criteria

- b. Review of the *existing* facility infrastructure, appurtenances and ancillaries at the Bunnell WWTF.
- 2) Generation of a *conceptual* layout and master planning for the proposed AWT and Capacity Expansion improvements and associated infrastructure for the facility *build-out* condition (1.0 MGD AADF).

3) Workshop No. 1 - Conceptual Infrastructure Improvements Plan

- a. Conduct a meeting with the Infrastructure Director, WWTF Superintendent and Operations Staff to discuss the following:
 - (1) The *current* facility unit operations/processes, associated infrastructure and equipment/infrastructure operations.
 - (2) Review the *conceptual* infrastructure improvements and facility master plan.
 - (3) Review the *proposed* demolition and re-purposing plan.
 - (4) Review the *proposed* treatment system project phasing.
 - (5) Review of the O&M requirements for the *proposed* facility improvements.

G. Preliminary Engineering of the Proposed AWT and Capacity Expansion Improvements

- 1) Preliminary engineering of the *proposed* AWT improvements at the Bunnell WWTF consisting of the following infrastructure:
 - a. A new Influent Structure (screening, screening conveyor/dewatering, *future* grit removal system, etc.) which will be integrated into the BNR Structure.
 - b. A new 4-Stage BNR treatment system with multiple trains (2) and an integrated EQ Basin (anaerobic operation) and EQ basin pump station. The BNR system shall consist of the following treatment basins: primary anoxic, aerobic, secondary anoxic and reaeration. A deoxygenation basin shall also be included upstream of the secondary anoxic basin.
 - c. Addition of a two (2) secondary clarifiers (spiral scrapers and scum trapping system) and supporting infrastructure and a new secondary clarifier flow splitter box and associated piping to provide proper flow splitting to the secondary clarifiers.
 - d. RAS/WAS pumping station.
 - e. Chlorine Contact Chamber (CCC)/Dechlorination Structure.
 - f. A new disc filtration system (2 units) and associated infrastructure.
 - g. Addition of a screw press (sludge dewatering) system and associated infrastructure.
 - h. Transfer pump station and associated piping and infrastructure.
 - i. Conversion of the existing oxidation ditch to a facultative digestion system.
 - j. Reclaimed water ground storage tank.
 - k. A new Operations Building.
 - l. Electrical, controls, instrumentation and SCADA system improvements.

- m. Yard piping, stormwater management system improvements; site, sidewalk and roadway modifications; fencing and facility security system improvements; potable water and sanitary sewer system modifications; sodding, signage and associated facility improvements.
 - 2) Prepare preliminary design calculations for the *proposed* AWT and Capacity Expansion improvements at the Bunnell WWTF.
 - 3) Conduct hydraulic modeling of the proposed improvements (BNR system through Transfer pump station) to ensure that the wastewater/effluent systems will function under hydraulic grade line and set preliminary elevations for all required facility structures.
 - 4) Influent and effluent piping system modifications.
 - 5) Landscaping and irrigation system improvements.
 - 6) Development of an Implementation Schedule and Opinion of Probable Construction Cost for the proposed infrastructure improvements at the Bunnell WWTF.
 - 7) Deliverables
 - a. Two (2) sets of the preliminary engineering design of the proposed facility improvements (22" x 34") for review and comment.
 - b. One (1) PDF *electronic* version of the preliminary engineering design of the proposed facility improvements.
- H. Workshop No. 2 - Preliminary Engineering Design Review
- 1) Conduct a meeting with the Infrastructure Director, WWTF Superintendent and Operations Staff to discuss the preliminary engineering design of the proposed facility improvements and, at a minimum, the following project elements:
 - a. Civil engineering and environmental engineering elements.
 - b. Structural and mechanical components.
 - c. Electrical, controls, instrumentation and SCADA system modifications.
 - d. Landscaping and irrigation system layout.
 - e. Operations and maintenance considerations.
 - I. Modify and finalize the proposed improvements at the Bunnell WWTF based on input and review comments from City and Operations Staff.
 - J. Meet with FDEP to discuss the *proposed* and *phased* Bunnell WWTF AWT and Capacity Expansion improvements, project costs, implementation schedule and permitting requirements.

K. Preliminary Design Report (PDR) - Bunnell WWTF AWT and Capacity Expansion Improvements

- 1) Preparation of a Preliminary Design Report (PDR) supporting the *proposed* AWT and Capacity Expansion improvements at the Bunnell WWTF in accordance with the requirements of Rules 62-600, 62-610, 62-620 and 62-640, F.A.C.
- 2) The Preliminary Design Report (PDR) shall include, at a minimum, the following items in accordance with the requirements of Chapter 62-620, F.A.C.:
 - a. Detailed project description and implementation schedule to construct the *proposed* AWT and Capacity Expansion improvements.
 - b. The name, location, type and useful capacity of the *existing* infrastructure.
 - c. Wastewater Management System Service Area Map.
 - d. Raw wastewater flow projections in the Wastewater Management System Service Area for the 20-year planning horizon.
 - e. Existing Site Plan showing unit operations and processes, floodplain elevation and finish floor elevations for all major components.
 - f. Process Diagrams
 - (1) Diagrams of all unit operations and processes including dimensions, capacities and volumes.
 - (2) Process configuration.
 - (3) Hydraulic Profile and flow diagram.
 - g. Site Plan of the facility, after completion of the proposed improvements, showing unit operations and processes, floodplain elevation and finish floor elevations for all major components.
 - h. Technical information and design criteria for the AWT and Capacity Expansion Improvements, including, but not limited to, the following:
 - (1) Hydraulic and organic loadings.
 - (2) Solids loadings.
 - (3) Flow meter and sampling provisions.
 - (4) Detention times and SRT's of facility unit operations and processes.
 - (5) Documentation supporting unit operation/process design and operations.
 - (6) Stormwater management system improvements.
 - (7) Internal roadway, sidewalk, site piping and infrastructure modifications.

(8) Other design information and details sufficient to demonstrate that the treatment facility improvements will comply with all applicable regulatory requirements.

- i. Levels of treatment and selected treatment processes.
- j. An assessment of the environmental effects of the project including odor control, noise control, public accessibility, proximity to residential areas, flood protection, lightning protection and aerosol drift.
- k. A brief description of the electrical systems and provisions for standby power at the facility.
- l. A brief description of operation and control strategies and instrumentation/control and SCADA systems.
- m. A brief description of provisions for metering and sampling of the raw wastewater and final effluent at the facility.
- n. Discussion of the procedures to be utilized for keeping the treatment facility in operation, or for minimizing interruptions, in the operation of the existing components, during construction of the proposed improvements at the facility.
- o. Provide the City with two (2) sets of the Preliminary Design Report (PDR) for review and comment. All comments will be addressed and incorporated into the final PDR document that will be used for FDEP permitting of the facility improvements.
- p. Deliverables
 - (1) Two (2) bound paper copies of the final Preliminary Design Report (PDR) shall be provided to the City.
 - (2) One (1) PDF *electronic* version of the final Preliminary Design Report (PDR) shall be provided to the City.

L. Final Engineering Design of the Proposed AWT and Capacity Expansion Improvements

- 1) Prepare a final site layout for the *proposed* infrastructure improvements at the Bunnell WWTF in accordance with all FDEP and EPA regulations.
- 2) Prepare final design calculations for the *proposed* improvements at the Bunnell WWTF and set final grades for all required facility structures.
- 3) Meet with the Infrastructure Director, WWTF Superintendent and Operations Staff and finalize the *basis of design* for the *proposed* and *phased* improvements based on operational experience, energy-efficiency, manpower requirements and continuity of treatment systems.
- 4) Final design of the *proposed* improvements at the Bunnell WWTF (geotechnical investigation; civil, environmental, structural, mechanical and electrical engineering; instrumentation, controls and SCADA system design; landscaping/irrigation, etc.).

- 5) Prepare stormwater calculations, design any required stormwater management system improvements and prepare an FDEP Environmental Resources (Stormwater Management) Permit submittal package for the *proposed* improvements at the Bunnell WWTF.
- 6) Preparation of the Technical Specifications for the *proposed* improvements at the Bunnell WWTF for permitting, bidding and construction.
- 7) Preparation of the Contract Drawings for the *proposed* improvements at the Bunnell WWTF for permitting, bidding and construction.
- 8) Preparation of an Opinion of Probable Construction Cost (OPCC) for the *proposed* improvements at the Bunnell WWTF based on the Final Engineering Design.
- 9) Deliverables
 - a. Two (2) sets of the final engineering design of the proposed facility improvements (22" x 34") for review and comment.
 - b. One (1) PDF *electronic* version of the final engineering design of the proposed facility improvements.

M. Workshop No. 3 - Final Engineering Design Review (60%)

- 1) Conduct a meeting with the Infrastructure Director, WWTF Superintendent and Operations Staff to discuss the final engineering design (60%) of the proposed facility improvements and, at a minimum, the following project elements:
 - a. Civil engineering and environmental engineering elements.
 - b. Structural and mechanical components.
 - c. Electrical, controls, instrumentation and SCADA system modifications.
 - d. Landscaping and irrigation system layout.
 - e. Operations and maintenance considerations.

N. FDEP Permitting of the Proposed AWT and Capacity Expansion Improvements

- 1) Conduct a pre-application permitting meeting with FDEP to go through the technical design of the *proposed* and *phased* AWT and Capacity Expansion improvements at the Bunnell WWTF; thereby *stream-lining* the permitting process.
- 2) Additional Permitting Documentation
 - a. FDEP Wastewater Permit Application Form 1: General Information - Revisions
 - (1) Preparation of Permit Application Form 1, for the AWT and Capacity Expansion improvements at the Bunnell WWTF and all accompanying documentation for the City's review, comment, signature and submittal to FDEP.

b. FDEP Wastewater Permit Application Form 2A: Domestic WWTF's - Revisions

- (1) Preparation of Permit Application Form 2A, for the AWT and Capacity Expansion improvements at the Bunnell WWTF and all accompanying documentation for the City's review, comment, signature and submittal to FDEP.

c. Supporting FDEP Documents

- (1) Preparation of a revised facility site plan for the proposed improvements at the Bunnell WWTF, process flow diagram, process description, process design calculations and other supporting documentation in accordance with the permit requirements and Chapters 62-620 and 62-640, F.A.C.

d. Two (2) paper sets (11" x 17") and one (1) PDF version of signed and sealed Contract Drawings for the *proposed* AWT and Capacity Expansion improvements to be implemented at the Bunnell WWTF.

e. Two (2) paper sets (8½" x 11") and one (1) PDF version of signed and sealed Technical Specifications for the *proposed* AWT and Capacity Expansion improvements to be implemented at the Bunnell WWTF.

f. Environmental Resource Permit (ERP) Forms

- (1) Preparation of all pertinent Environmental Resource Permit Application forms associated with permitting of the *proposed* AWT and Capacity Expansion improvements to be implemented at the Bunnell WWTF and all accompanying documentation for submittal to the regulatory agency.

g. FDEP Permitting fees, up to a maximum of \$10,000, shall be paid by CPH, Inc. and are included our proposed professional engineering services fee.

h. Deliverables

- (1) Two (2) sets of all final FDEP permitting documents shall be provided to the City.

- (2) One (1) PDF *electronic* version of all permitting documents shall be provided to the City.

O. Workshop No. 4 - Final Engineering Design Review (90%)

- 1) Conduct a meeting with the City Engineer, WWTP Superintendent and Operations Staff to discuss the final engineering design (90%) of the proposed facility improvements and, at a minimum, the following project elements:

- a. Civil engineering and environmental engineering elements.
- b. Structural and mechanical components.
- c. Electrical, controls, instrumentation and SCADA system modifications.
- d. Landscaping and irrigation system layout.

- e. Operations and maintenance considerations.

P. Calendar Year 2020 Update of the Facility Capacity Analysis Report (CAR)

- 1) Generation of an *“updated”* Calendar Year 2020 Capacity Analysis Report (CAR) to include the following items and Sections, in accordance with the above referenced FDEP requirements, for submission in the FDEP permitting process for the proposed facility improvements:

Section	Description
1	Introduction (General, Proposed Improvements)
2	Existing Conditions (Service Area, WWTP, Permitted Capacities, Historical WW Flows (monthly, 3-month ADF, AADF, seasonal variations), Flow and Loading Info, Effluent Disposal)
3	Future Conditions (General Conditions, Introduction and Methodology, Service Area, Wastewater Flow Projections, WW Management System, Effluent Disposal)
4	Effluent Disposal System (General, Compliance)
5	Summary and Conclusions (Summary of Facilities, Recommendations for Expansion)
Appendices	Current FDEP Operations Permit

- 2) Provide the City with two (2) paper copies and a PDF of the Capacity Analysis Report (CAR) for review and comment. All comments will be addressed and incorporated into the final CAR document that will be used for FDEP permitting.
- 3) Deliverables
 - a. Two (2) bound paper copies of the final Capacity Analysis Report (CAR) shall be provided to the City.
 - b. One (1) PDF *electronic* version of the final Capacity Analysis Report (CAR) shall be provided to the City.

Q. Calendar Year 2020 Update of the Facility Monitoring and Operating Protocol (MOP)

- 1) Generation of an *updated* Calendar Year 2020 Monitoring and Operating Protocol (MOP) to include the following items and Sections, in accordance with the above referenced FDEP requirements, for submission in the FDEP permitting process for the proposed facility improvements:

Section	Description
1	Facility and Process Description (General, WWTP Description)
2	Compliance Monitoring (General, Effluent Limitations and Monitoring Requirements, Biosolids Management Requirements, FDEP Reporting, Recordkeeping Requirements, Staffing Requirements, Effluent Disposal, Pretreatment Requirements, Other Specific Permit Conditions)
3	Compliance Monitoring Equipment (Turbidity/TSS Analyzer, TRC Analyzer, sample pumps, pH Analyzer, Standard Methods)

Section	Description
4	Operation and Control Equipment (Effluent disposal system, alum/polymer feed system, etc.)
5	Operations and Procedures (Normal Operation, Procedures When the Monitoring Parameters Approach Set-Point Levels)
6	Procedures When the Effluent is of Unacceptable Quality (General Procedures, Reporting Non-Compliance Conditions to FDEP)
7	Alternative Procedures When the Continuous Monitoring Equipment is Out of Service (Normal Operation, Turbidity/TSS Analyzer - Out of Service, TRC Analyzer - Out of Service)
8	Water Quality Verification Procedures (Effluent Water Quality, Discharge Monitoring Reports (DMRs), etc.)
Appendices	Current FDEP Operations Permit

2) Provide the City with two (2) paper copies and a PDF of the Monitoring and Operating Protocol (MOP) for review and comment. All comments will be addressed and incorporated into the final CAR document that will be used for FDEP permitting.

3) Deliverables

- a. Two (2) bound paper copies of the final Monitoring and Operating Protocol (MOP) shall be provided to the City.
- b. One (1) PDF *electronic* version of the final Monitoring and Operating Protocol (MOP) shall be provided to the City.

R. Bunnell WWTF - Facility Safety Manual

- 1) Preparation of a Facility Safety Manual containing all of the pertinent safety and first aid procedures typically required by OSHA and EPA for wastewater treatment facility's. This document will also be used to meet the O&M Manual requirements of the Florida Department of Environmental Protection (62-600 and 62-610, F.A.C.).
- 2) Generation of the Bunnell WWTF Facility Safety Manual (FSM) shall consist of the following elements:
 - a. Review of the current Bunnell safety documents.
 - b. Review of State, FDEP, EPA and OSHA safety standards for incorporation into the Facility Safety Manual.
 - c. Generation of a Facility Safety Manual for the Bunnell WWTF
 - (1) In accordance with FDEP requirements and sound engineering practice and principles, CPH, Inc. shall prepare a Facility Safety Manual for the Bunnell WWTF based on OSHA standards.
 - (2) The Facility Safety Manual shall potentially include the following sections:

Preliminary Draft of the Bunnell WWTF Facility Safety Manual	
Section No.	Section Title
1	Safety Management, Guidelines and Responsibilities
2	Safety Committee
3	Employee Conduct and Workplace Violence Program
4	Controlled Substances and Alcohol Policy
5	Motor Vehicle and Driver Safety
6	Occupational Health
7	Bloodborne Pathogens Exposure Control
8	First Aid and First Aid Principles
9	Climatic Exposure
10	Stress Management
11	Emergency Preparedness and Planning
12	General Safety Rules
13	Industrial Hygiene
14	Safety and Loss Control
15	Fundamentals of Accident Prevention
16	Injury and Illness Prevention Program
17	Proper Lifting Procedures
18	Fall Protection and Prevention
19	Accident and Workplace Injury Procedures and Reporting
20	Hazards Communication Program (HAZCOM)
21	Confined Space Entry
22	Lockout/Tagout (LOTO)
23	Open
24	Contractor Safety Requirements
25	Open
26	Guarding Work Areas
27	Building and Office Safety
28	Laboratory Safety
29	Ergonomics Guidelines
30	Housekeeping
31	Personal Protective Equipment
32	Hearing Protection and Conservation
33	Respiratory Protection Air Powered and Hydraulically Operated Tools
34	Safety Systems

Preliminary Draft of the Bunnell WWTF Facility Safety Manual	
Section No.	Section Title
35	Eyewash and Emergency Shower Systems
36	Electrical Safety
37	Woodworking Safety
38	Fire Protection, Safety and Prevention
39	Flammable/Combustible Liquids
40	Fire Extinguishers
41	Flammable/Combustible Liquids
42	Adhesives, Solvents, Pesticides and Other Chemicals
43	Material Handling and Storage
44	Chemical Inventory, Safety and SDSs
45	Portable Hand Tools
46	Electrically Powered Tools and Machines
47	Gas Powered Tools
48	Air Powered and Hydraulically Operated Tools
49	Ladders and Scaffolds
50	Cranes, Hoists and Rigging
51	Machine Guarding
52	Steel Erection
53	Forklifts Powered Industrial Lift Trucks
54	Aerial Personnel Lifts
55	Heavy Equipment
56	Lasers
57	Gas Welding, Cutting and Compressed Gas Safety
58	Hot Work Permit
59	Excavation, Trenching and Shoring
60	Underground Access
61	Demolition

d. Provide the City with two (2) paper copies and a PDF of the Facility Safety Manual (FSM) for review and comment. All comments will be addressed and incorporated into the final FSM document that will be used for FDEP permitting.

e. Deliverables

(1) Two (2) bound copies of the Facility Safety Manual for the Bunnell WWTF.

(2) One (1) PDF *electronic* version of the Facility Safety Manual.

- f. The following documentation and information, in support of generating the Bunnell WWTF - Facility Safety Manual, shall be provided by the City:

Item No.	City Provided Project Information for the Facility Safety Manual*
1	An electronic copy of the <i>City of Bunnell Safety Plan</i> or <i>WWTP Safety Plan</i>
2	Any written safety procedures for the <i>Bunnell WWTF</i> .
3	Electronic versions of all forms and procedures used by City staff.
4	Telephone Directory (Supervisors, Staff, Bunnell WWTF, Fire, Poison Control, Hospital, Emergency Management, City/County Emergency, Health Department, Chemical Suppliers, Electricians, Heavy Equipment Operators, etc.).
5	A copy of <i>The Chlorine Institute's Sodium Hypochlorite Manual</i> (Pamphlet 96) for inclusion.
6	Written Standard Operating Procedures (SOPs) implemented at the Bunnell WWTF.
7	List of all safety equipment (fire extinguishers by type, personal protective equipment, respirators, etc.) at the Bunnell WWTF.
8	List of all tools used at the Bunnell WWTF.
9	List of all safety and checkout forms used at the Bunnell WWTF.
10	Accident and Workplace Injury Procedures and Reporting.
11	Written safety management, guidelines and responsibilities at the Bunnell WWTF.
12	City Controlled Substances and Alcohol Policy.
13	City Employee Conduct and Workplace Violence Policy.
14	City Safety Training Program.
15	Office Safety procedures.
16	Written Fuel Spill Clean-Up Procedures.
17	Written confined space entry, welding/hot work, LOTO and excavation/trenching procedures.
18	Emergency Response Center Location and all protocols/operation utilized during events.
19	Chemical inventory of all chemicals and copies of all MSDS/SDS sheets.
20	Written Wastewater Spill Response, Cleanup and Reporting Procedures.
21	Written Power, SCADA, equipment, natural hazard, or evacuation responses/procedures.

* *Electronic versions of documents are preferable*

S. 201 Facilities Plan Addendum (2020), Construction Funding and Grant Funding

- 1) To access low interest rate funding for the proposed improvements at the Bunnell WWTF, an *abbreviated* 201 Facilities Plan Addendum(2020) will be generated to obtain the Construction Loan, to incorporate all of the proposed facility modifications at the Bunnell WWTF, in accordance with all regulatory requirements. The document will include, at a minimum, the following sections:
 - a. Planning Document.
 - b. Executive Summary.
 - c. Project Cost.
 - d. Environmental Effects.
 - e. Selected Alternative(s).
 - f. Public Participation Process.
 - g. Financial Feasibility.
 - h. Schedule.
 - i. Adopting Resolution.

- 2) Provide the City with two (2) paper copies and a PDF version of the 201 Facilities Plan for review and comment. All comments will be addressed and incorporated into the final 201 Facilities Plan Addendum (2020) document.
- 3) Submittal of the finalized 201 Facilities Plan Addendum (2020) and all supporting documentation to Funding Authority in association with project construction funding for the proposed WWTF improvements.
- 4) Addressing of all Requests for Information (RFI's) from the Funding Authority.
- 5) Request for Inclusion (RFI)
 - a. A Request for Inclusion document shall be developed for the project construction loan associated with the Bunnell WWTF AWT and Capacity Expansion improvements, in accordance with Funding Authority requirements.
 - b. The Request For Inclusion submittal(s) shall contain all project documentation required to obtain the low-interest loan, including, but not limited to, the following:
 - (1) Project information (description, location, project scope and benefit, maps, service area, project area and permit number(s)).
 - (2) Estimated project costs (construction, demolition, legal, administrative, technical services during construction, contingency, etc.).
 - (3) Development of required Funding Authority documentation.
 - (4) Development of Protection of Special Water Bodies Information and Documentation, if necessary, based on the improvements to be implemented.
 - (5) Cost/Benefit Analysis, as necessary.
 - (6) Project Schedule and associated documentation (documents, permits, etc.).
 - (7) Loan Application and Loan Execution Schedule.
 - c. Provide the City with two (2) paper copies and a PDF version of the Request for Inclusion for review and comment. All comments will be addressed and incorporated into the final Request for Inclusion document.
 - d. Submittal of the finalized Request for Inclusion and all supporting documentation to the Funding Authority in association with project construction funding.
- 6) Site Certification
 - a. Provide certification to the Funding Authority that the City has acquired, or owns, all real property or real property rights that are or will be required for the construction, operation and maintenance of the AWT and Capacity Expansion improvements to be implemented at the Bunnell WWTF.
 - b. Provide the City with two (2) paper copies and a PDF of the Site Certification document for review and comment. All comments will be addressed and incorporated into the final Site Certification document.

- c. Submittal of the finalized Site Certification document to the Funding Authority in association with project construction funding.
- 7) Generate a submittal package, in accordance with Funding Authority requirement and checklists, to ensure that the Project Contract Drawings and Technical Specifications meet all Funding Authority and regulatory requirements. The City will be provided with two (2) copies of the Funding Submittal package.
 - 8) Ensure that all Funding Authority Supplementary Conditions for equipment/material contracts and construction contracts have been properly integrated into the Technical Specifications.
 - 9) Grant Funding Assistance
 - a. Prepare all required grant forms, reports and documentation required for submittal to grant funding agencies (SJRWMD, FDEP, etc.) to potentially obtain partial funding for the proposed improvements at the Bunnell WWTF.
 - b. Attend pre-application and application meetings with the grant funding agencies in support of obtaining grant funding for a portion of the proposed WWTF and reclaimed water system improvements.
 - c. Deliverables
 - (1) Two (2) bound copies of the all grant funding documents (forms, reports, applications, etc.) submitted to the funding agencies in support of obtaining partial funding for the Bunnell WWTF proposed improvements.
 - (2) One (1) PDF *electronic* version of the all grant funding documents (forms, reports, applications, etc.) submitted to the funding agencies in support of obtaining partial funding for the Bunnell WWTF proposed improvements.

T. Projected Project Schedule

The design and master planning of the wastewater treatment system improvements will take approximately 7 - 9 months after this contract for Professional Engineering Services is approved by the City Commission and the Notice to Proceed (NTP) is issued..

2. ITEMS NOT INCLUDED IN THIS SCOPE OF SERVICES

- A. This Scope of Services **does not include** the following professional engineering services:
- 1) Emergency Management and Response Plan (EMRP).
 - 2) Asset Management Plan (AMP) for the Bunnell WWTF.
 - 3) Vulnerability Assessment (VA) of the Bunnell WWTF.
 - 4) Operation and Maintenance (O&M) Manual for the Bunnell WWTF improvements.

These professional engineering services **can be added**, at a later date, under a separate Scope of Services or as an Addendum to this Scope of Services.

- B. Bidding and Pre-Construction Services for the Bunnell WWTF AWT and Capacity Expansion Improvements project (issuance of Contract Documents; answering of bidders questions; issuance of addenda; preparation of a qualifications package; coordination with City staff; preparation of a bid tabulation, evaluation of bids and make a recommendation to the City for award of the contract; assist the City in awarding the contract, issuing the Notice of Award, Notice to Proceed (NTP) and Notice of Commencement (NOC)). A separate scope will be provided to the City, in accordance with the RFQ, during the Final Design project phase, when the final scope of improvements to be constructed is known and this project task assignment can be properly quantified and priced.

- C. Post-Design Services, Construction Engineering, Inspection and Management (CEIM) Services associated with the construction of the “proposed” AWT and Capacity Expansion improvements at the Bunnell WWTF. A separate scope will be provided to the City, in accordance with the RFQ, during the Final Design project phase, when the final scope of improvements to be constructed is known and this project task assignment can be properly quantified and priced.

3. PAYMENT

CPH, Inc. agrees to perform the work outlined herein for a fixed fee of \$997,955, inclusive of out-of-pocket expenses. The City shall make payment to CPH, Inc., on a monthly basis, based on the percentage of the project work completed. A breakdown of the fees is presented in the table below.

Consultant	Discipline	Fee
CPH, Inc.	Civil, Environmental, Mechanical, Structural	\$806,495
Bailey Engineering Consultants*	Electrical, Controls, Instrumentation, SCADA	\$134,660
Universal Engineering Services*	Geotechnical	\$11,800
CPH Surveyors*	Surveying	\$15,000
Wastewater Sampling Program - Lab Fees**	Laboratory Analytical Service	\$20,000
FDEP Permitting Fees	---	\$10,000
Total Professional Engineering Services Fee:		\$997,955

* Subconsultant

** NELAC Certified Laboratory



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 9/1/2022 Amount:
Department: Finance Account #:
Subject: Resolution 2022-06 Amending the FY 21/22 Budget
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Res 2022-06	Cover Memo

Summary/Highlights:

Resolution 2022-06 Amending the FY 21/22 Budget

Background:

This is a budget resolution to 1) true up the estimated cash forward as of 9/30/21, 2) record the proceeds from the sale of 201 W. Moody, 3) record the payoff of the general fund loan, 4) designate individual funds for water & sewer impact fees, 5) allocate donations received for the Police Department and Parks & Rec Department, and 6) amend the budget for excess permitting and development fees.

Staff Recommendation:

Approve the Resolution

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approve the Resolution

City Manager Review/Recommendation:

RESOLUTION 2022-06

**A RESOLUTION OF THE CITY OF BUNNELL, FLORIDA
AMENDING THE FISCAL YEAR 2021-2022 ANNUAL
OPERATING BUDGET, AS AMENDED; SETTING FORTH
REVENUES AND EXPENDITURES BY AMENDING
RESOLUTION 2021-17 AND PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the State of Florida has a new requirement to record water and sewer impact fees in their own individual funds; and

WHEREAS, the City of Bunnell has received building permit and development revenues in excess of what was anticipated; and

WHEREAS, the City of Bunnell has sold the property located at 201 W. Moody Blvd.; and

WHEREAS, the City of Bunnell has paid the full balance on the loan; and

WHEREAS, the Police Department has received donations for the purchase of small equipment; and

WHEREAS, the Parks & Recreation Department has received donations for the purchase of small equipment; and

WHEREAS, the City of Bunnell City Commission adopted Resolution 2021-17 approving the Annual Operating Budget for Fiscal Year 2021-2022; and

WHEREAS, the City of Bunnell City Commission desires to amend the Fiscal Year 2021-2022 budget.

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

SECTION 1. BUDGET AMENDMENT. Amend the following line items in the Fiscal Year 2021-2022 Budget:

<u>Revenue(s):</u>	
001-3641000	\$621,912
001-3221000	\$ 66,665
001-3291000	\$ 10,063
001-3661000	\$ 3,500
001-3991000	\$360,784
201-3810010	\$439,442
303-3991000	(\$6,329)
401-3991000	\$147,121
401-3991200	\$ 289
401-3242100	(\$235,000)

401-3242200	(\$ 12,750)
401-3991100	(\$1,250,000)
401IF-3242100	\$ 235,000
401IF-3242200	\$ 12,750
401IF-3991100	\$1,244,024
402-3991200	\$ 939
402-3991000	\$ 18,386
404-3991000	\$ 164,025
404-3991200	\$ 637
404-3242100	(\$340,000)
404-3242200	(\$14,750)
404-3991100	(\$1,575,819)
404IF-3242100	\$340,000
404IF-3242200	\$ 14,750
404IF-3991100	\$1,554,020

Expenditure(s):

001-0581-581.9120	\$439,442
201-5170-517.7100	\$439,442
001-0599-599.9999	\$182,470
001-0599-599.9900	\$360,784
001-0524-524.3100	\$ 76,728
001-0521-521.5264	\$ 3,000
001-0572-572.5264	\$ 500
303-0572-572.6400	(\$1,236)
303-0541-541.6300	(\$3,475)
303-0521-521.6400	(\$1,618)
401-0599-599.9999	\$147,121
401-0599-599.9930	\$ 289
401-0599-599.9920	(\$1,494,650)
401-0533-533.5230	(\$3,100)
401IF-0599-599.9920	\$1,491,774
402-0599-599.9930	\$ 939
402-0599-599.9999	\$ 18,386
404-0599-599.9999	\$ 164,025
404-0599-599.9930	\$ 637
404-0535-535.6300	(\$411,000)
404-0599-599.9920	(\$1,519,569)
404IF-0535-535.6300	\$411,000
404IF-0599-599.9920	\$1,497,770

SECTION 2. EFFECTIVE DATE. The budget amendment adopted in the preceding section shall govern the revenues and expenditures for the City during the current fiscal year effective October 1, 2021 through September 30, 2022. 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 26th day of September 2022.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

Approved as to Form:

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates, CMC, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. F.2.

Document Date: 9/12/2022 Amount:
Department: Finance Account #:
Subject: Public Hearing to consider the FY 2022/2023 Final Millage Rate: Resolution 2022-10
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Res 2022-10	Resolution

Summary/Highlights:

As required by State Statute, this is the final Public Hearing to consider the tentative millage rate for FY 2022/2023. The millage rate being proposed is 7.4300 mills which is no change to the current year's millage rate.

Background:

The Truth In Millage (TRIM) law requires that the following be announced at the public hearing:

"The Millage Rate of 7.4300 is 11.51% greater than the computed rolled-back rate of 6.6632. The Rolled-Back Rate is the millage rate that will generate the same amount of ad valorem revenues as the prior year, less the value of new construction.

The increase is being proposed for several reasons but the highlights are; 1) The City can have a structurally balanced General Fund operating budget, meaning that recurring revenues are sufficient to meet recurring expenditures 2) To implement the results of the salary study so we can recruit and retain qualified staff 3) Afford the rising costs of insurance, fuel and supplies 4) Contract with the Sheriff's Office to provide investigative services 5) Hire a construction management firm to oversee the \$500,000 renovation of the Coquina Building."

An opportunity for public comment on the millage rate and budget is also specifically required by statute.

Staff Recommendation:

Adopt Resolution 2022-10 Setting the Millage Rate of 7.4300 for Fiscal Year 2022-2023

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Adopt Resolution 2022-10 Setting the Millage Rate of 7.4300 for Fiscal Year 2022-2023

City Manager Review/Recommendation:

Approved.

RESOLUTION 2022-10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA ADOPTING A FINAL MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2022-2023 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF BUNNELL, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Flagler County Property Appraiser has certified the quantity of taxable property within the City of Bunnell for Fiscal Year 2022-2023; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Bunnell has been certified by the Flagler County Property Appraiser as of January 1, 2022; and

WHEREAS, the City Manager has delivered the Recommended Annual Operating Budget for FY 2022-2023 in accordance with Article IV, Section 4.04 of the City Charter; and

WHEREAS, the City Commission of the City of Bunnell, Flagler County, Florida, on September 12, 2022 adopted a tentative millage rate of 7.4300 following a public hearing as required by Florida Statute 200.065;

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

Section 1:

That the City Commission hereby adopts and imposes a final millage rate of 7.4300 for ad valorem taxation within the City of Bunnell, Florida for the 2022-2023 fiscal year. This final ad valorem tax shall be levied upon the 2022 Tax Assessment Roll for ad valorem tax on all taxable property located within the City of Bunnell and is to be used for the City's fiscal year beginning October 1, 2022 and ending September 30, 2023.

Section 2:

The ad valorem millage rate to be levied upon all taxable property located within the City of Bunnell is 11.51% greater than the computed rolled-back rate of 6.6632.

Section 3:

This resolution shall become effective immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 26th day of September 2022.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

Approved as to Form:

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates, CMC, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. F.3.

Document Date: 9/12/2022 Amount:
Department: Finance Account #:
Subject: Public Hearing to consider the FY 2022/2023 Final Budget: Resolution 2022-11
Agenda Section: Resolutions: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Res 2022-11	Resolution
Exhibit A	Resolution

Summary/Highlights:

As required by State Statute, this is the final Public Hearing to consider Resolution 2022-11 adopting the operating budget for FY 2022/2023.

Background:

Staff created the tentative budget in May and June. There was a General Fund budget workshop held on July 20th and an Enterprise Fund budget workshop held on August 22nd. The first budget public hearing was held on September 12, 2022. All discussed changes have been made and the final budget is being submitted for public comment and final approval.

Staff Recommendation:

Adopt Resolution 2022-11 Setting the Operating Budget for Fiscal Year 2022-2023.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Adopt Resolution 2022-11 Setting the Operating Budget for Fiscal Year 2022-2023.

City Manager Review/Recommendation:

Approved.

RESOLUTION 2022-11

A RESOLUTION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA; ADOPTING A FINAL ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Bunnell, Florida, on September 12, 2022 adopted a tentative operating budget following a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the City Manager of the City of Bunnell, Florida, has submitted to the City Commission of the City of Bunnell the Recommended Annual Operating Budget for FY 2022-2023 in the amount of \$42,097,679 (Forty-Two Million Ninety-Seven Thousand Six Hundred Seventy-Nine Dollars and 00/100), of which \$34,885,676 (Thirty-Four Million Eight Hundred Eighty-Five Thousand Six Hundred Seventy-Six Dollars and 00/100) is budgeted for expenditures and \$7,212,003 (Seven Million Two Hundred Twelve Thousand Three Dollars and 00/100) is budgeted reserves; and

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY OF BUNNELL AS FOLLOWS:

Section 1: The above "WHEREAS" clauses are incorporated by reference.

Section 2: The City Commission hereby adopts the Final Annual Operating Budget, attached hereto and by reference made a part hereof as "Exhibit A" for the City of Bunnell, Florida for the fiscal year beginning October 1, 2022, and ending September 30, 2023.

Section 3: This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED by the City Commission of the City of Bunnell, Florida, on the 26th day of September 2022.

CITY OF BUNNELL, FLORIDA

Catherine D. Robinson, Mayor

APPROVED AS TO FORM AND LEGALITY:

Vose Law Firm, City Attorney

ATTEST:

Kristen Bates, CMC, City Clerk

Seal:

FY2023 General Fund 001
 PREPARED: 9/13/2022
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES:

AD VALOREM TAXES (7.43 MILLS + DELINQUENT)	2,247,916
LOCAL OPTION TAXES	304,539
UTILITY SERVICE TAXES	526,800
COMMUNICATION SERVICES TAX	150,000
LOCAL BUSINESS TAXES	115,000
PERMITS & FEES	546,700
FRANCHISE FEES	305,000
FEDERAL GRANTS	688,000
STATE GRANTS	500,000
STATE SHARED REVENUES	290,185
CHARGES FOR SERVICES	677,778
FINES	29,500
OTHER	26,150
INTERFUND TRANSFERS IN	231,237
TOTAL REVENUES:	<u>\$ 6,638,805</u>
CASH FORWARD:	<u>\$ 2,436,979</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 9,075,784</u></u>

EXPENDITURES:

LEGISLATIVE	244,261
EXECUTIVE	443,313
FINANCIAL & ADMINISTRATIVE	567,905
LEGAL	84,520
IT	147,912
MUNICIPAL COMPLEX	143,982
POLICE	2,185,176
COMMUNITY DEVELOPMENT	511,309
ENGINEERING	101,624
STORMWATER MANAGEMENT	922,454
PUBLIC WORKS	840,381
FLEET MAINTENANCE	139,769
ECONOMIC ENVIRONMENT	47,992
HEALTH SERVICES	25,608
PARKS & RECREATION	969,578
TOTAL EXPENDITURES:	<u>\$ 7,375,784</u>
RESERVES:	<u>\$ 1,700,000</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 9,075,784</u></u>

FY2023 Impact Fee Fund 303
PREPARED: 9/13/2022
FINANCE: Shanea Stankiewicz

APPROVED BUDGET

REVENUES:

IMPACT FEES	344,000
TOTAL REVENUES:	<u>\$ 344,000</u>
CASH FORWARD:	<u>\$ 566,410</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 910,410</u></u>

EXPENDITURES:

LAW ENFORCEMENT	155,576
PUBLIC WORKS/TRANSPORTATION	608,285
PARKS & RECREATION	146,549
TOTAL EXPENDITURES:	<u>\$ 910,410</u>
RESERVES:	<u>\$ -</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 910,410</u></u>

FY2023 Water Fund 401
PREPARED: 9/13/2022
FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES: _____

CHARGES FOR SERVICES	2,192,134
PROPRIETARY NON-OPERATING SOURCES	<u>6,000</u>
TOTAL REVENUES:	\$ 2,198,134
CASH FORWARD:	<u>\$ 2,381,475</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 4,579,609</u></u>

EXPENDITURES: _____

WATER DEPARTMENT	2,302,721
INTERFUND TRANSFERS OUT	<u>76,818</u>
TOTAL EXPENDITURES:	\$ 2,379,539
RESERVES:	<u>\$ 2,200,070</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 4,579,609</u></u>

FY2023 Water Impact Fee Fund 401F
PREPARED: 9/13/2022
FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES:

WATER IMPACT FEES	<u>287,232</u>
TOTAL REVENUES:	\$ 287,232
CASH FORWARD:	<u>\$ 1,567,160</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 1,854,392</u></u>

EXPENDITURES:

WATER DEPARTMENT	<u>1,750,000</u>
TOTAL EXPENDITURES:	\$ 1,750,000
RESERVES:	<u>\$ 104,392</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 1,854,392</u></u>

FY2023 Solid Waste Fund 402
 PREPARED: 9/13/2022
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES:

PERMITS AND FEES	59,600
CHARGES FOR SERVICES	975,000
INTEREST & MISC. INCOME	<u>1,000</u>
TOTAL REVENUES:	\$ 1,035,600
CASH FORWARD:	<u>\$ 547,520</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 1,583,120</u></u>

EXPENDITURES:

SOLID WASTE	1,234,225
INTERFUND TRANSFERS OUT	<u>52,000</u>
TOTAL EXPENDITURES:	\$ 1,286,225
RESERVES:	<u>\$ 296,895</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 1,583,120</u></u>

FY2023 Sewer Fund 404
 PREPARED: 9/13/2022
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES:

CHARGES FOR SERVICES	2,448,104
PROPRIETARY NON-OPERATING SOURCES	<u>16,914,022</u>
TOTAL REVENUES:	\$ 19,362,126
CASH FORWARD:	<u>\$ 2,321,884</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 21,684,010</u></u>

EXPENDITURES:

SEWER DEPARTMENT	19,271,299
INTERFUND TRANSFERS OUT	<u>102,419</u>
TOTAL EXPENDITURES:	\$ 19,373,718
RESERVES:	<u>\$ 2,310,292</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 21,684,010</u></u>

FY2023 Sewer Impact Fee Fund 404IF
PREPARED: 9/13/2022
FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
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REVENUES: _____

IMPACT FEES	<u>381,974</u>
TOTAL REVENUES:	\$ 381,974
CASH FORWARD:	<u>\$ 2,024,728</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 2,406,702</u></u>

EXPENDITURES: _____

SEWER DEPARTMENT	<u>1,810,000</u>
TOTAL EXPENDITURES:	\$ 1,810,000
RESERVES:	<u>\$ 596,702</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 2,406,702</u></u>



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 8/22/2022 Amount:
Department: City Clerk Account #:
Subject: Report and Action Items from the 2022 Charter Review Advisory Committee
Agenda Section: New Business:
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
CRC Report	Exhibit
Approved Charter Review Committee Minutes	Ordinance
July 27, 2022 Minutes (To be Approved)	Minutes

Summary/Highlights:

This is the report from the 2022 Charter Review Advisory Committee.

Background:

The members of the Charter Review Advisory Committee were appointed by the City Commission on May 9, 2022.

The Public Workshop for the 2022 Charter Review Advisory Committee was held on June 22, 2022. This was the public meeting held to allow members of the public to provide input and suggestions to the Charter Review Advisory Committee prior to the start of the actual committee meetings.

The Charter Review Advisory Committee met on July 13, 2022 and July 27, 2022 to review and discuss the Bunnell City Charter.

The topic most discussed at the meetings were the following: 1. Voting Districts; 2. Time between required Charter Reviews.

There are no recommendations from the Charter Review Advisory Committee for amendments to the Charter to be placed on the 2023 Municipal Ballot.

Staff Recommendation:

1. Accept the report from the Charter Review Advisory Committee; 2. Approve the July 27, 2022 Charter Review Advisory Committee Minutes; 3. Sunset the 2022 Charter Review Advisory Committee

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

VACANT

TINA-MARIE SCHULTZ

September 6, 2022

Mayor Robinson and Commissioners
City of Bunnell

Re: Bunnell Charter Review Advisory Committee Final Report

Dear Mayor and Commissioners:

The City of Bunnell Charter Review Committee ("CRC") has completed its review of the Bunnell City Charter. The CRC held a total of three meetings- one workshop held June 22, 2022 and two regular meetings held July 13, 2022 and July 27, 2022. The CRC is not recommending Charter Amendments for the 2023 Municipal Ballot.

The CRC did extensively discuss several topics including the need for residential districts for Commissioners, the various forms of voting districts and the length of time between required Charter reviews. Despite the debate and varying points of view on topics, there were no successful motions made regarding any proposed changes to the current Bunnell Charter. As a result, there is no proposed amendment language to be submitted to the City Commission for review and consideration.

On behalf of each member of the Charter Review Committee, I would like to thank the Commission for the opportunity to serve the City and its citizens in this capacity. The CRC would also like to thank the City Attorney and City staff for their diligent assistance in our efforts during our appointment time and meetings. I would personally like to thank my fellow committee members for their conscientious service to the City.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary Masten", is written over the word "Sincerely,".

Gary Masten
Chair, 2022 Charter Review Advisory Committee



Crossroads of Flagler County

**BUNNELL CHARTER REVIEW
ADVISORY COMMITTEE MINUTES**

Wednesday, June 22, 2022

Workshop

6:00 PM

1769 E. Moody Street
Chambers Meeting Room
Bunnell, FL 32110

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

City Attorney Wade Vose called the meeting to order at 6:00 PM. The Pledge to the Flag was performed.

B. Roll Call

Roll Call (Present): Daisy Henry; Darial Williams; David Wilhite; Gary Masten; Joe Kowalsky; Joy Allen; Michelle Heider; Bonita Robinson (Alternate); City Attorney Wade Vose; City Clerk Kristen Bates

City Attorney Vose provided a brief overview/training to all Committee members on the Sunshine Law and Public Records law. The members of the Committee were invited to ask questions at any point of the overview. Examples of possible violations of the Sunshine law were provided. Facebook posting in the context of the Sunshine Law and e-mails, correspondence and notes were discussed in the context of Public Records. What to do if members receive items that could be public records was discussed.

Gary Masten asked about how the Committee's suggestions are processed. City Attorney Vose explained the Committee makes suggestions/recommendations to the City Commission; the City Commission reviews the suggestions/recommendations and takes legislative action (an ordinance) to place approved items to be considered by the electors of Bunnell on the 2023 Municipal Elections ballot.

Gary Masten asked if fines for inadvertent violations of the Sunshine Law were the personal responsibility of the Committee member. It was confirmed members would be personally responsible for fines resulting from their conduct while serving on the Committee.

City Attorney Vose discussed the need to have a Chair and Vice Chair. This would be done by having nominations and then a vote from the Committee Members.

Each member of the Committee introduced themselves and provided a brief background on themselves.

City Attorney Vose opened the floor for nominations for the Chair. There was a nomination for Gary Masten to serve as the Chair.

Motion: Gary Masten to serve as the Committee Chair.

Motion by: David Wilhite
Seconded by: Joy Allen
Vote: Motion carried unanimously

City Attorney Vose opened the floor for nominations for the Vice Chair. There were motions for the following to serve as the Vice Chair: Daisy Henry; Joy Allen; Darial Williams. Both Daisy Henry and Darial Williams declined their nomination.

Motion: Joy Allen to serve as the Committee Vice Chair.
Vote: Motion carried unanimously

C. Charter Discussion & Input from the Public

C.1. Discussion of changes or considerations for the Bunnell City Charter

There were no members of the Public in the audience. Therefore, there was no input from the Public.

City Attorney Vose explained the scope of duties for the Charter Review Committee and explained the purpose of the City Charter. The process of how the Charter was explained. He provided some guidance and recommendations on what type of changes should be made; members should focus on concepts of the Charter and not get "bogged" down with specifics or changing words for the sake of changing words.

Chair Gary Masten asked how the information is presented to the Commission.

Answer: A report and/or ordinance with the recommended changes is presented on a Commission agenda. This is prepared by the City Attorney and City Clerk Office.

Member Joe Kowalsky asked if there were other Charters that also provide governance to the City.

Answer: The difference between Charter County and Non-Charter County was provided. An explanation about Home Rule authority was provided; City's are not allowed to pass legislation that is inconsistent with State law, that is less restrictive than State law or on a subject that has been pre-empted by the State.

Chair Gary Masten asked for examples of something that would violate State statute. An example was provided and explained.

Attorney Vose asked the members of the Committee if there were any areas of the Charter they already had identified for possible changes.

Member David Wilhite stated he is confused by the language and example in the Elections and Terms section and thinks it could use some clarity/cleaning-up. There was discussion about some language, as in this case, that the information is not meant for the average citizen, but for attorneys and staff; however, it can be looked at to see if there is a way to address the concern.

Member Daisy Henry stated there needed to be a way to have more representation of all the citizens in Bunnell and that she thinks they need to look at the powers granted to the Mayor and City Manager. There was discussion on the Commission-Manager form of government and Strong Mayor verses Weak Mayor forms of government.

Alternate Member Bonita Robinson asked if something needed to be added to the Charter what process was used.

Answer: Adding to the Charter is amending the Charter. The exact some process would be used.

D. Discussion of Meeting Schedule and Announcement of Next Meeting

The next meeting was discussed. City Clerk Bates explained about the meeting spaces available. The following days were proposed for possible meeting dates: July 13, 2022; July 27, 2022; and August 10, 2022.

The next meeting of the Charter Review Advisory Committee will be July 13, 2022 at 3:00 PM and will be held at the Versie Lee Mitchell Community Center.

The question was asked if a member could not attend, were they able to still provide input.

Answer: If a member was not able to attend, they could provide their comments and notes on an item/idea and should send them to the City Clerk to bring to the meeting.

E. Call for Adjournment

Motion: Adjourn

Motion by: Joy Allen

Seconded by: Joe Kowalsky

Vote: Motion carried unanimously



Gary Masten, Chair



Kristen Bates, CMC, City Clerk

7/13/2022

Date

7/13/2022

Date

****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule****

GARY MASTEN
CHAIR

JOY ALLEN
VICE-CHAIR



Crossroads of Flagler County

DAISY HENRY
DARIAL WILLIAMS
DAVID WILHITE
JOE KOWALSKY
MICHELLE HEIDER
BONITA ROBINSON
(ALTERNATE)

**BUNNELL CHARTER REVIEW
ADVISORY COMMITTEE MINUTES**

Wednesday, July 13, 2022

3:00 PM

Versie Lee Mitchell Community Center
405 E. Drain Street
Bunnell, FL 32110

A. Call Meeting to Order

Chair Masten called the meeting to order at 3:04 PM.

B. Roll Call

Present: Gary Masten, Chair; Joy Allen, Vice Chair; Daisy Henry; Darial Williams; David Wilhite; Joe Kowalsky; City Attorney Wade Vose; City Clerk Kristen Bates

Excused: Michelle Heider; Bonita Robinson (Alternate)

C. Approval of Minutes

C.1. June 22, 2022 Charter Review Advisory Committee Minutes

Motion: Approve the June 22, 2022 Charter Review Committee Workshop Minutes

Moved By: David Wilhite

Seconded By: Joy Allen

Vote: Motion carried by unanimous vote

D. Charter Discussion

D.1. Review and Discussion of the Bunnell City Charter

Chair Masten open the floor for discussion.

Member Kowalsky stated the Charter does not have any "protections" for staff or workers.

City Attorney Vose and City Clerk took turns explaining the various documents and regulations utilized by the City. There are also the Code of Ordinance and Land Development Code. Matters dealing with employees are covered by the City Personnel and Policy Manual.

Topic: Districts

Member Henry stated the "at large" requirement for Commissioners needs to be looked at as she feels that not all portions of the City are represented.

City Attorney Vose discussed the Commission had recently looked at the possibility of creating districts and explained "at large," single member districts and residency districts.

Member Allen asked what the districts would look like.

City Attorney Vose explained Florida Statute provides regulations for the creation and maintenance of districts. Examples of the regulations mentioned were being equal in population, contiguous, for racial make-up, etc. Because they require regular maintenance, actual districts would not be included in the Charter and are created by the City Commission through ordinance.

Chair Masten asked if having districts would increase election costs.

Clerk Bates explained it would depend on the type of districts created, but in general it would add to ballot printing costs. If four different ballots had to be printed, costs would increase and could lead to errors if wrong ballots were used. Other costs that might come with districts is if additional polling places are needed.

Vice Chair Allen stated several members of the public have stated without districts they fear that the residents in Grand Reserve would take control of the Commission.

There was discussion about the pros and cons of districts.

The pros mentioned were a single Commissioner being able to advocate for the needs of their individual district better and neighborhoods not being "left out" of events.

Some of the cons mentioned were dividing an already low voter turn out by four districts, creating the need for run off races which increase election costs, errors in voting by wrong ballots, as districts have to have equal population they could cover more than one neighborhood, and the expense to the City to fairly create and maintain districts to stay in compliance with Florida Statute.

Chair Masten stated he thought the Commission as it is with the at large membership is better able to handle issues thinking of the City as a whole. The example he used was the recent decision to spend a large amount of money on the camera system that is being installed on the southern portion of the City. He is concerned having districts could cause a Commissioner to think of the needs of only their district which could impact the ability of the City to effectively move forward with projects or make decisions.

Member Henry stated there have been positive changes, but more is needed. The citizens need more education and to be informed better about their government. She also stated she was concerned that an employer can stop someone from running for office.

City Attorney Vose advised it was most likely an agency's Personnel Policies that would affect their employee's ability to run for office. Each agency maintains their own personnel policies and another agency cannot apply or make changes to another agency's policies. He also briefly explained the Resign to Run requirements as elected officials cannot hold more than one office at a time.

There was a question what would happen if no candidate qualified to run for a district seat.

City Attorney Vose explained the sitting Commission would then have to locate

Topic: Charter Review Minimum Time Requirement

City Attorney Vose mentioned the possibility of changing the minimum requirement for the conduct of Charter Reviews from five years to ten years or a number between five and ten years. He explained the Commission has the authority to consider Charter Amendments at any time and to do it either with or without a Charter Review Committee.

The time stated in the Charter is the minimum time frame for the City to conduct a review. He also advised since the City has done at least two extensive reviews and clean-ups of the Charter in both 2013 and 2018 that now would be a good time to consider extending the time frame between Charter Reviews.

Member Kowalsky stated he thinks every five years is good, especially with the changes happening in the City population.

Vice Chair Allen feels that ten years is too long to go between reviews with how fast technology changes.

Member Wilhite stated he liked the ten-year review as changes in technology would not affect how the City government is supposed to operate or function. Changes to regulations that might be affected by technology or other trends would be done through ordinances and changes to the City's codes and development regulations.

E. Announcement of Next Meeting

July 27, 2022 at 3:00 PM; location is the First Floor Conference Room of the Government Services Building

F. Call for Adjournment

Motion: Adjourn

Moved By: Joy Allen

Seconded By: Darial Williams

Vote: Motion carried by unanimous vote



Gary Masten, Chair



Kristen Bates, CMC, City Clerk



Date



Date

****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule****

GARY MASTEN
CHAIR
JOY ALLEN
VICE-CHAIR



Crossroads of Flagler County

DAISY HENRY
DARIAL WILLIAMS
DAVID WILHITE
JOE KOWALSKY
MICHELLE HEIDER
BONITA ROBINSON
(ALTERNATE)

**BUNNELL CHARTER REVIEW
ADVISORY COMMITTEE MINUTES**

Wednesday, July 27, 2022

3:00 PM

Versie Lee Mitchell Community Center
405 E. Drain Street
Bunnell, FL 32110

A. Call Meeting to Order

Chair Masten called the meeting to order at 3:01 PM and led the Pledge of Allegiance.

B. Roll Call

Present: Gary Masten, Chair; Joy Allen, Vice Chair; Daisy Henry; Darial Williams; David Wilhite; Joe Kowalsky; Michelle Heider; Bonita Robinson; City Attorney Wade Vose; City Clerk Kristen Bates

Excused: N/A

C. Approval of Minutes

C.1. July 13, 2022 Charter Review Committee Meeting Minutes

Motion: Approve the July 13, 2022 Charter Review Committee Minutes

Moved By: Joy Allen

Seconded By: Daisy Henry

Vote: Motion carried by unanimous vote

D. Charter Discussion

D.1. Review and Discussion of the Bunnell City Charter

Chair Masten provided a recap of the two topics that were discussed at the last meeting. He asked if the current Charter addressed how to fill a vacancy. Both City Clerk Bates and City Attorney Vose explained how the Charter addresses the filling of a vacancy on the Commission.

Member Heider provided her input on the topics discussed at the last meeting. She advised she served on the 2018 Charter Review Committee and districts were heavily discussed then, but it was decided districts were not something to explore in 2018. She has no issues with extending the time between the required Charter Reviews.

Alternate Robinson provided her input on the topics for the last meeting. She feels 10 years is a long time to go before looking at the Charter; while the

Commission may be able to call for a review to occur at any time before the 10 years, she feels that the Commission needs to be held accountable more than that. She also addressed the need for districts. She stated she feels the reason the City has such a low voter turnout is because there are not districts and the residents in the south side of Bunnell feel they are not being heard, are excluded from how things are done and feel they don't know anyone who runs for the Commission or serves on the Commission. She told a story about her mother asking about her mail in ballot and stated she and her husband made the decision to not vote in the last election because the candidates did not come to the south side to speak to the residents there. Alternate Robinson also advised she feels people would be more likely to vote for a neighbor than someone they do not know, and people need to feel their Commissioner is speaking for them and what they need in their neighborhood. She feels the best version of districts for the City is the residents of each district voting for the candidate of their choice from that district, not the resident Commissioner with all the City voting for each district.

City Attorney Vose spoke to the dynamics of districts again, reminding the Committee that no one will know what the districts will look like until they are created. Florida Statute regulates districts with some very specific components of districts are they must be equal in population not in size, contiguous not separate or divided and do not create racial disparity. There are others as well. The district boundaries would not be placed in the Charter but drawn up using all available data and adopted by ordinance. They must be reviewed for continued accuracy of the population requirement. This means that if there is a surge in growth, the City could be looking at completing census counts every two to five years or if there is a stall in growth using national census data.

Member Henry stated the residents in the south side of Bunnell feel neglected and are not allowed to participate in their government.

Chair Masten spoke to a comment Member Henry made at the last meeting about needing to stop dividing the communities/City and find ways to work together. He asked the committee for their thoughts on how dividing the City into four districts will allow the citizens to come together and not divide the City further. He has heard from some citizens about districts and their main concern was what their district would look like before they would think it was a good idea; however, no one can know what a district would look like before the decision to have districts is made. He pointed out based on how the population falls geographically either or both the residents of Grand Reserve and the south side could actually be split into two different districts and not in the same district.

Member Heider asked about other jurisdictions of Bunnell's population and whether they have districts. City Attorney Vose advised it is very rare; most jurisdictions with districts are much larger in population. She asked Member Henry and Alternate Robinson what they felt are other ways to get those who feel underrepresented to feel more involved in their City. There were no ideas or suggestions as how to make this happen.

Member Williams feels representation is needed for all citizens and reminded all that even a neighbor running for a Commission seat may make promises during a campaign but forget those promises once elected. An even playing field and equal representation for all the City is needed.

Member Wilhite asked with the vacancy on the Commission now and the seat being placed on the 2023 ballot if now would be the good time to get a representative from the south side to run. Alternate Robison stated there has to be another way to be fair using the example of when the last vacancy was filled both she and Member Henry submitted letters to be appointed but were not appointed.

Vice Chair Allen asked who would make the districts. City Attorney Vose explained the Commission is the body to establish the districts with the input from professionals who have experience with creating districts and the legal requirements for districts. This tends to mean the City would need to engage the services of a consultant with both GIS capabilities and familiarity with all that is required when creating districts. The need to maintain equal population across all districts was stressed and the need to continually determine if they are equal when there are surges in growth.

Member Henry stated the Commission needs to be aware of all citizens and the people need to be at peace with those who represent them; districts may be the only way to make this happen.

Chair Masten opened the floor up for any motions on possible Charter amendments.

Motion: Not to proceed with voting districts

Moved By: David Wilhite

Seconded By: Joe Kowalsky

Vote: Motion carried 5 to 2.

Yay: Gary Masten; Joy Allen; Joe Kowalsky; Michelle Heider; David Wilhite

Nay: Darial Williams; Daisy Henry

Motion: Have Charter Reviews occur every 10 years

Moved By: David Wilhite

Seconded By: Michelle Heider

Vote: Motion failed 2 to 5

Yay: Michelle Heider; David Wilhite

Nay: Gary Masten; Joy Allen; Joe Kowalsky; Darial Williams; Daisy Henry

Motion: Keep Charter Reviews at every 5 years

Moved By: Hoy Allen

Seconded By: Daisy Henry

Vote: Motion carried by unanimous vote

There was discussion about reporting back to the Commission. City Attorney Vose advised a letter or report could be drafted and presented to the Commission at one of their upcoming meetings. This report could be presented by the Chair or staff.

Member Henry asked how the Commission would know about the discussions held about the need for districts and how strongly some members feel about their need. City Clerk Bates advised the minutes from meetings could be included in the agenda item. Members felt this was a good suggestion.

City Clerk Bates also advised additional actions would be recommended to the Commission when the report is presented. Those actions would be to sunset the 2022 Charter Review Advisory Committee which legally ends the need for the committee and for the Commission to approve the last set of minutes of the Committee.

E. Announcement of Next Meeting: August 10, 2022

There will not be another meeting of the Charter Review Advisory Committee as the Committee has determined that they have met the objectives set for them by the City Commission. The August 10, 2022 meeting is cancelled.

F. Call for Adjournment

Motion: Adjourn

Moved By: Daisy Henry

Seconded By: Michelle Heider

Vote: Motion carried by unanimous vote

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule****



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 9/12/2022 Amount: \$500,000
Department: Infrastructure Account #: 404-0535-535.6200
Subject: Request to Approve Contract #38043 (COB #2022-12) with St Johns River
Water Management District (SJRWMD) For FY2023 Rural Economic
Development Initiative (REDI) Communities Cost-Share Grant
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
SJRWMD Agreement #38043 (COB #2022-12)	Contract

Summary/Highlights:

The City of Bunnell requested funding for the Wastewater Treatment Facility Improvements project for the not to exceed amount of \$500,000, towards the estimated construction cost of \$24,589,712. This is a REDI/Innovative project. This request was approved by the SJRWMD's Governing Board.

Background:

The objective of this contract is to provide cost share dollars that will enable the city to reduce nutrient loading to the lower St. Johns River by expanding the city's current plant and improving its treatment processes to Advanced Wastewater Treatment (AWT) effluent standards.

Staff Recommendation:

Approve and sign Contract #38043 (COB #2022-12) between the City of Bunnell and SJRWMD for the FY2023 REDI Communities Cost-Share Grant in the amount of \$500,000 for the Wastewater Treatment Facility Improvements project.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

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

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

RECITALS

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

The District 2022-2023 cost-share funding program is designed to fund the construction of local stormwater management and alternative water supply projects as well as conservation implementation projects. Its goals are to contribute to: (1) reduction in water demand through indoor and outdoor conservation measures; (2) development of alternative or non-traditional water supply sources; such as reclaimed water, surface water, or seawater; (3) water quality improvements (for example, nutrient-loading reduction in springsheds or other surface-water systems); and (4) water resource development opportunities (for instance, increasing available source water through expansion or development of surface-water storage). The current cost-share funding program also recognizes the importance of providing funding opportunities for construction of flood protection and natural-systems restoration projects, which are important components of the District’s core mission focus.

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

At its May 10, 2022 meeting, the Governing Board selected Recipient’s proposal for cost-share funding. The parties have agreed to jointly fund the following project in accordance with the funding formula further described in the Statement of Work, Attachment A (hereafter the “Project”):

Bunnell Wastewater Treatment Facility Improvements Project

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

1. TERM; WITHDRAWAL OF OFFER

- (a) The term of this Agreement is from the date upon which the last party has dated and executed the same (“Effective Date”) until May 31, 2024 (“Completion Date”). Recipient shall not commence the Project until any required submittals are received and approved. Time is of the essence for every aspect of this Agreement, including any time extensions. Any request for an extension of time beyond the Completion Date must be made before March 1, 2024. Timely requests to extend, for longer than six months, the Completion Date of the Agreement for projects whose District contribution exceeds \$100,000 may only be approved by the District’s Governing Board. Notwithstanding specific mention that certain provisions survive termination or expiration of this Agreement, all provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof (e.g., delivery of a final report, will remain in full force and effect after the Completion Date as necessary to effect performance).
- (b) This Agreement constitutes an offer until authorized, signed and returned to the District by Recipient. This offer terminates 90 days after receipt by Recipient; provided, however, that Recipient may submit a written request for extension of this time limit to the District’s Project Manager, stating the reason(s) therefor. Request for extension of time after the 90 days will be denied. The Project Manager shall notify Recipient in writing if an extension is granted or denied. If granted, this Agreement shall be deemed modified accordingly without any further action by the parties.
- (c) If the construction project, or the conservation project, which is eligible for District reimbursement, does not begin before June 30, 2023, the cost-share agreement will be subject to termination and the funds subject to reallocation.

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

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

4. AMOUNT OF FUNDING

- (a) For satisfactory completion of the Project, the District shall pay Recipient approximately 2% of the total construction cost of the Project, but in no event shall the District cost-share exceed \$500,000. The District cost-share is not subject to modification based upon price escalation in implementing the Project during the term of this Agreement. Recipient shall be responsible for payment of all costs necessary to ensure completion of the Project. Recipient shall notify the District’s Project Manager in writing upon receipt of any additional external funding for the Project not disclosed prior to execution of this Agreement.
- (b) “Construction cost” is defined to include actual costs of constructing Project facilities, including construction management. Land acquisition, engineering design, permitting, and solicitation costs are excluded. Construction cost does not include any costs incurred prior to the Effective Date, unless expressly authorized by the Statement of Work. Costs that are excluded will not be credited toward Recipient’s cost-share.
- (c) Work performed or expenses incurred after the Completion Date are not eligible for Cost-Share reimbursement.

5. PAYMENT OF INVOICES

- (a) Recipient shall submit itemized invoices as per the Statement of Work, Attachment A for reimbursable expenses by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. The invoices shall be submitted in detail sufficient for proper pre-audit and post-audit review. Invoices shall include a copy of contractor and supplier invoices to Recipient and proof of payment. Recipient shall be reimbursed for approximately 2% of approved costs of each invoice submitted, however, for REDI communities, the final invoice reimbursement percentage can be adjusted to fund up to the not-to-exceed amount listed in 4(a). The District shall not withhold any retainage from this reimbursement. District reimbursement is subject to annual budgetary limitation, if applicable, as provided in subsection (g). If necessary for audit purposes, Recipient shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Recipient shall submit, prior to October 30, a description of the additional work on the Project completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Recipient shall submit a description of the work completed on the Project through September 30 and a statement estimating the dollar value of that work as of September 30.
- (c) **Final Invoice.** The final invoice must be submitted no later than 45 days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. **Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Recipient must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.**
- (d) All invoices shall include the following information: (1) District contract number; (2) Recipient's name, address, and authorization to directly deposit payment into Recipient's account (if Recipient has not yet provided the District with a completed Direct Deposit Authorization form); (3) Recipient's invoice number and date of invoice; (4) District Project Manager; (5) Recipient's Project Manager; (6) supporting documentation as to cost and/or Project completion (as per the cost schedule and other requirements of the Statement of Work); (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action within 20 business days of receipt, stating the basis for rejection. Payments shall be made within 45 days of receipt of an approved invoice.
- (e) **Travel expenses.** If the cost schedule for this Agreement includes a line item for travel expenses, travel expenses shall be drawn from the project budget and are not otherwise compensable. If travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Recipient and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments withheld.** The District may withhold or, on account of subsequently discovered evidence, nullify, in whole or in part, any payment to such an extent as may be necessary to protect the District from loss as a result of: (1) defective work not remedied; (2) failure to maintain adequate progress in the Project; (3) any other material breach of this Agreement. Amounts withheld shall not be considered due and shall not be paid until the ground(s) for withholding payment have been remedied.

(g) **Annual budgetary limitation.** For multi-fiscal year agreements, the District must budget the amount of funds that will be expended during each fiscal year as accurately as possible. The Statement of Work, Attachment A, includes the parties' current schedule for completion of the Work and projection of expenditures on a fiscal year basis (October 1 – September 30) ("Annual Spending Plan"). If Recipient anticipates that expenditures will exceed the budgeted amount during any fiscal year, Recipient shall promptly notify the District's Project Manager and provide a proposed revised work schedule and Annual Spending Plan that provides for completion of the Work without increasing the Total Compensation. The last date for the District to receive this request is August 1 of the then-current fiscal year. The District may in its sole discretion prepare a District Supplemental Instruction Form incorporating the revised work schedule and Annual Spending Plan during the then-current fiscal year or subsequent fiscal year(s).

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

7. **FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the District's Governing Board; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the District's Governing Board for each succeeding Fiscal Year. Should the Project not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the District shall so notify Recipient and this Agreement shall be deemed terminated for convenience five days after receipt of such notice, or within such additional time as the District may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

8. **PROJECT MANAGEMENT**

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

DISTRICT
 Sara Driggers, Project Manager
 St. Johns River Water Management District
 4049 Reid Street
 Palatka, Florida 32177-2571
 Phone: 386-312-2305
 Email: sdrigger@sjrwmmd.com

RECIPIENT
 Dustin Vost, Project Manager
 City of Bunnell
 P.O. Box 756
 Bunnell, Florida 32110
 Phone: 386-437-7500
 Email: dvost@bunnellcity.us

- (b) The District's Project Manager shall have sole responsibility for transmitting instructions, receiving information, and communicating District policies and decisions regarding all matters pertinent to performance of the Project. The District's Project Manager may issue a District Supplemental Instruction (DSI) form, Attachment C, to authorize minor adjustments to the Project that are consistent with the purpose of the Project. Both parties must sign the DSI. A DSI may not be used to change the District cost-share or percentage, quantity, quality or the Completion Date of the Project, or to change or modify the Agreement.

9. PROGRESS REPORTS AND PERFORMANCE MONITORING.

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

10. **WAIVER.** The delay or failure by the District to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the District's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

11. FAILURE TO COMPLETE PROJECT

- (a) Should Recipient fail to complete the Project, Recipient shall refund to the District all of the funds provided to Recipient pursuant to this Agreement. However, the District, in its sole judgment and discretion, may determine that Recipient has failed to complete the Project due to circumstances that are beyond Recipient's control, or due to a good faith determination that the Project is no longer environmentally or economically feasible. In such event, the District may excuse Recipient from the obligation to return funds provided hereunder. If the Project has not been completed within 30 days after the Completion Date, Recipient shall provide the District with notice regarding its intention as to completion of the Project. The parties shall discuss the status of the Project and may mutually agree to revise the time for Project completion or the scope of the Project. Failure to complete the Project within 90 days after the Completion Date shall be deemed to constitute failure to complete the Project for the purposes of this provision.
- (b) In the event the Project constitutes a portion of the total functional project, this paragraph shall apply in the event the total functional project is not completed. In such event, the 90-day timeframe provided herein shall commence upon the date scheduled for completion of the total functional project at the time of execution of this Agreement, unless extended by mutual agreement of the parties. Paragraphs 11(a) and 11(b) shall survive the termination or expiration of this Agreement.

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

Delay or failure by the District to enforce any right, remedy or deadline hereunder shall not impair, or be deemed a waiver of, any such right, remedy or deadline, or impair the District's rights or remedies for any subsequent breach or continued breach of this Agreement.

ADDITIONAL PROVISIONS

13. **ASSIGNMENT.** Recipient shall not assign this Agreement, or any monies due hereunder, without the District's prior written consent. Recipient is solely responsible for fulfilling all work elements in any contracts awarded by Recipient and payment of all monies due. No provision of this Agreement shall create a contractual relationship between the District and any of Recipient's contractors or subcontractors.
14. **AUDIT; ACCESS TO RECORDS; REPAYMENT OF FUNDS**
- (a) **Maintenance of Records.** Recipient shall maintain its books and records such that receipt and expenditure of the funds provided hereunder are shown separately from other expenditures in a format that can be easily reviewed. Recipient shall keep the records of receipts and expenditures, copies of all reports submitted to the District, and copies of all invoices and supporting documentation for at least five years after expiration of this Agreement. In accordance with generally accepted governmental auditing standards, the District shall have access to and the right to examine any directly pertinent books and other records involving transactions related to this Agreement. In the event of an audit, Recipient shall maintain all required records until the audit is completed and all questions are resolved. Recipient will provide proper facilities for access to and inspection of all required records.
- (b) **Repayment of Funds.** District funding shall be subject to repayment after expiration of this Agreement if, upon audit examination, the District finds any of the following: (1) Recipient has spent funds for purposes other than as provided for herein, including but not limited to construction materials not used in the Project; (2) Recipient has failed to perform a continuing obligation of this Agreement; (3) Recipient has received duplicate funds from the District for the same purpose; (4) Recipient has been advanced or paid unobligated funds; (5) Recipient has been paid funds in excess of the amount Recipient is entitled to receive under the Agreement; and/or (6) Recipient has received more than 100% contributions through cumulative public agency cost-share funding.
15. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Recipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.
16. **COOPERATION WITH THE INSPECTOR GENERAL, PURSUANT TO §20.055(5) FLA. STAT.** Recipient and any subcontractors understand and will comply with their duty, pursuant to §20.055(5), Fla. Stat., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.
17. **DISPUTE RESOLUTION.** Recipient is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute involving performance of this Agreement by submitting a written statement to the District's Project Manager no later than ten business days after the precipitating event. If not resolved by the Project Manager, the Project Manager shall forward the request to the District's Office of General Counsel, which shall issue a written decision within ten business days of receipt. This determination shall constitute final action of the District and shall then be subject to judicial review upon completion of the Project.
18. **DIVERSITY REPORTING.** The District is committed to the opportunity for diversity in the performance of all cost-sharing agreements, and encourages Recipient to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as contractors. The District will assist Recipient by sharing information on W/MBEs. Recipient shall provide with each invoice a report describing: (1) the company names for all W/MBEs; (2) the type of minority, and (3) the amounts spent with each during the invoicing period.

19. **GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.** This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state or federal legal proceedings shall be in Orange County; (2) each party shall bear its own attorney's fees, including appeals; (3) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.
20. **INDEPENDENT CONTRACTORS.** The parties to this Agreement, their employees and agents, are independent contractors and not employees or agents of each other. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors during and after the term of this Agreement. Recipient is not a contractor of the District. The District is providing cost-share funding as a cooperating governmental entity to assist Recipient in accomplishing the Project. Recipient is solely responsible for accomplishing the Project and directs the means and methods by which the Project is accomplished. Recipient is solely responsible for compliance with all labor, health care, and tax laws pertaining to Recipient, its officers, agents, and employees.
21. **CONFLICTING INTEREST IN RECIPIENT.** Recipient certifies that no officer, agent, or employee of the District has any material interest, as defined in §112.312, Fla. Stat., either directly or indirectly, in the business of Recipient to be conducted hereby, and that no such person shall have any such interest at any time during the term of this Agreement.
22. **NON-LOBBYING.** Pursuant to §216.347, Fla. Stat., as amended, Recipient agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency.
23. **PERMITS.** Recipient shall comply with all applicable federal, state and local laws and regulations in implementing the Project and shall include this requirement in all subcontracts pertaining to the Project. Recipient shall obtain any and all governmental permits necessary to implement the Project. Any activity not properly permitted prior to implementation or completed without proper permits does not comply with this Agreement and shall not be approved for cost-share funding.
24. **PUBLIC ENTITY CRIME.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017, Fla. Stat., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.
25. **PUBLIC RECORDS.** Records of Recipient that are made or received in the course of performance of the Project may be public records that are subject to the requirements of chapter 119, Fla. Stat. If Recipient receives a public records request, Recipient shall promptly notify the District's Project Manager. Each party reserves the right to cancel this Agreement for refusal by the other party to allow public access to all documents, papers, letters, or other materials related hereto and subject to the provisions of chapter 119, Fla. Stat., as amended.
26. **ROYALTIES AND PATENTS.** Recipient certifies that the Project does not, to the best of its information and belief, infringe on any patent rights. Recipient shall pay all royalties and patent and license fees necessary for performance of the Project and shall defend all suits or claims for infringement of any patent rights and save and hold the District harmless from loss to the extent allowed by Florida law.

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

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

CITY OF BUNNELL

By: _____
Michael A. Register, P.E., Executive Director, or Designee

By: _____
Catherine D. Robinson, Mayor
Typed Name and Title

Date: _____

Date: September 26, 2022

Attest: _____

Typed Name and Title

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

**ATTACHMENT A - STATEMENT OF WORK
BUNNELL WASTEWATER TREATMENT FACILITY IMPROVEMENTS PROJECT**

I. INTRODUCTION/BACKGROUND

The St. Johns River Water Management District (District) is continuing its Cooperative Cost Share Initiative Program in Fiscal Year (FY) 2022-2023 to develop and implement resource and water supply development projects and promote conservation. On May 10, 2022, the District's Governing Board approved funding for Cooperative Cost Share projects. Each project selected for funding will have a positive benefit to one or more of the District's core missions; including water supply, water quality, natural systems or flood mitigation.

The City of Bunnell (Recipient) requested funding for their Bunnell Wastewater Treatment Facility Improvements project (Project) for the not to exceed amount of \$500,000, towards the estimated construction cost of \$24,589,712. This is a REDI/Innovative project. This request was approved by the Governing Board. The Recipient is located in Flagler County.

II. OBJECTIVES

The objective of this contract is to provide cost share dollars that will enable the Recipient to reduce nutrient loading to the lower St. Johns River by expanding the Recipient's current plant and improving its treatment processes to Advanced Wastewater Treatment (AWT) effluent standards.

III. SCOPE OF WORK

The existing facility will be expanded to a 1.2 million gallons per day (mgd) AWT Facility. This Project includes: one 1.2 mgd Five-Stage Biological Nutrient Removal (BNR) Process Basin containing two separate 0.6 mgd treatment trains with identical processes with an equalization (EQ) basin, two 45-foot diameter secondary clarifiers designed for Class I reliability, RAS/WAS pump station, two disc filters, one chlorination tank with a reclaim transfer pump station, a dewatering facility, a reclaimed water GST, one electrical building, and an operations building.

IV. PROJECT ADMINISTRATION AND DELIVERABLES

The Recipient shall be responsible for the following:

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

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

- Timely invoices for actual construction costs in accordance with this cost share agreement (i.e. quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is

- seeking reimbursement up to the match amount) to enable proper review by the District’s Project Manager prior to payment authorization. Deliverables to be submitted with invoices include (as applicable):
- Interim progress status summaries including inspections, meeting minutes and field notes and dated color photographs of the construction completed to include on-going work that represents the time-period being invoiced;
 - Final invoice submittals for completed construction including inspections and dated color photographs of the construction site prior to, during and immediately following completion of the construction task;
 - Construction plans, specifications, and contract documents for the site work must be made available upon request;
 - Written verification that the record drawings and any required final inspection reports for the project are received;
- Quarterly progress reports identifying project progress to date, key milestones reached, overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, project construction photos with dates. Quarterly reports shall also be emailed to the District’s Budget Coordinator at hnbarber@sjrwmd.com.
 - Certification of construction completion by a Professional Engineer registered in the state of Florida.

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

V. TASK IDENTIFICATION AND TIME FRAMES

The expiration date of this cost share agreement is May 31, 2024. The projected schedule is as follows:

Task Description	Anticipated Start Date	Anticipated Completion Date
Construction	November 1, 2022	May 1, 2024

VI. BUDGET/COST SCHEDULE

For satisfactory completion of the Project, the District shall pay Recipient 2% of the total construction cost of the Project, but in no event shall the District's cost-share exceed \$500,000. It is anticipated that the FY breakdown will be \$335,000 for FY 2022-23 and \$165,000 for FY 2024.

Recipient shall invoice the District quarterly with appropriate documentation. The District’s Project Manager shall provide an invoice template that will be used. Invoices shall include a copy of the contractor’s invoices submitted to the Recipient, proof of payment by Recipient, and other required supporting documentation for reimbursement up to match amount. For in-house expenses, Recipient shall provide copies of all receipts for materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project. The final invoice shall be submitted with the final project report. If the total actual cost of this project is less than originally estimated, the District’s cost-share amount shall be reduced accordingly. Recipient may invoice more frequently submitting all required documentation and include general status information. Recipient may invoice the District for Project construction work beginning October 1, 2022. The District will not reimburse for any expenses prior to October 1, 2022.

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

Estimated Cost Schedule for Reimbursement per fiscal year (all dollar amounts are approximate and may be reallocated between the construction tasks for the two FYs).

FY 22-23 (10/1/2022 – 9/30/2023)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$16,393,141	\$335,000

FY 23-24 (10/1/2023 – 9/30/2024)

Description	Estimated Task Amount	Estimated Reimbursement Amount
Construction	\$8,196,571	\$165,000

**ATTACHMENT B
PROJECT PROGRESS REPORT**

Contract #: 38043

Date: _____

Report Number: _____

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

Contract/Project Identification

Project Name:	Bunnell Wastewater Treatment Facility Improvements Project				
Recipient:	City of Bunnell				
SJRWMD Contract Number:	38043	SJRWMD Project Manager:	Sara Driggers		
		Recipient's Project Manager:	Dustin Vost		

Construction Schedule

Construction Start Date:	
Construction Completion Date:	
Contract Expiration Date:	

Reporting Period

Beginning Date:	
Ending Date:	

Cost-Share Budget

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

Spend-Down Plan

Fiscal Year 1

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Fiscal Year 2

Reimbursement #	Anticipated Amount	Anticipated Date
1		
2		
3		
4		

Project Readiness and Schedule Tracking

Project Phase	% Complete Shown in Application	% Complete Currently	Start Date Shown in Application	Completion Date Shown in Application	Current Start Date	Current Completion Date	Notes: Explain anticipated deviations from schedule
Planning							
Design							
Permitting							
Bidding & Award							

SOW Construction Tasks/Milestones/Deliverables

Task Number	Tasks/Milestones/Deliverables	Total Construction % Complete	Start Date Shown in SOW	Completion Date Shown in SOW	Current Start Date	Current Completion Date
1						

Project update including problems, issues and solutions. Explain in detail.

Include digital photographs of work accomplished during reporting period. Attach an additional page of notes if necessary to explain reasons for lateness or unusual events or circumstances.

ATTACHMENT C — DISTRICT’S SUPPLEMENTAL INSTRUCTIONS (sample)

DISTRICT SUPPLEMENTAL INSTRUCTIONS #

DATE:

TO: Dustin Vost, Project Manager
City of Bunnell
P.O. Box 756
Bunnell, FL 32110

FROM: Sara Driggers, Project Manager

CONTRACT NUMBER: 38043

CONTRACT TITLE: Bunnell Wastewater Treatment Facility Improvements Project

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

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

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____

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

Approved: _____ Date: _____
Sara Driggers, District Project Manager

Acknowledged: _____ Date: _____
, District

c: Contract file
Financial Services



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 8/19/2022 Amount:
Department: Community Development Account #:
Subject: Interlocal Agreement for the Collection of the Flagler County Emergency
Medical Services Impact Fee
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Emergency Medical Services Impact Fee Interlocal Agreement	Cover Memo

Summary/Highlights:

The purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities of Flagler County.

Background:

Growth Management Director Adam Mengel with Flagler County contacted the Department of Community Development to adopt the agreement for the collection of Impact Fees by the City on behalf of the County.

Staff Recommendation:

We are recommending to approve the Interlocal Agreement with the County for Collection of Emergency Medical Services Impact Fee to permit local government units to make the most efficient use of their powers by enabling collaboration with other localities on a basis of mutual advantage that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approved

City Manager Review/Recommendation:

Approved.

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY EMERGENCY MEDICAL SERVICES IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, the CITY OF FLAGLER BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Flagler Beach”), whose address is 105 South 2nd Street, Flagler Beach, Florida 32136, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of emergency medical services (“Emergency Medical Services Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms

of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

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

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Emergency Medical Services Impact Fee. An Emergency Medical Services Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Emergency Medical Services Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of

Emergency Medical Services Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Emergency Medical Services Impact Fee on behalf of the County.

b. Collection of Emergency Medical Services Impact Fee. It is agreed by the parties that the Municipalities will collect the Emergency Medical Services Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Emergency Medical Services Impact Fees separate and distinct from all other revenues. The rate for the Emergency Medical Services Impact Fee to be collected shall be as follows:

ITE LUC	Land Use	Unit	EMS
RESIDENTIAL:			
210	Single Family (Detached)	du	\$62
221	Multi-Family	du	\$32
240	Mobile Home (Mobile Home Park for Roads)	du	\$45
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$57
310	Hotel	room	\$37
320	Motel	room	\$31
620	Nursing Home	bed	\$41
RECREATIONAL:			
411	Public Park	acre	\$2
416	RV Park	site	\$18
420	Marina	berth	\$5
430	Golf Course	hole	\$31
445	Movie Theater	screen	\$194
492	Health/Fitness Club	1,000 sf	\$90
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$4
522	Middle/Junior High School (Private)	student	\$3
525	High School (Private)	student	\$3
540	University/Junior College (7,500 or fewer students) (Private)	student	\$4
550	University/Junior College (more than 7,500 students) (Private)	student	\$3
560	Church	1,000 sf	\$15
565	Day Care Center	1,000 sf	\$30
MEDICAL:			
610	Hospital	1,000 sf	\$49

OFFICE:			
710	General Office	1,000 sf	\$37
714	Corporate Headquarters Building	1,000 sf	\$36
720	Medical Office 10,000 sq ft or less	1,000 sf	\$45
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$64
RETAIL:			
822	Retail/Shopping Center 40,000 sfgla or less	1,000 sfgla	\$78
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$97
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$53
840/841	New/Used Auto Sales	1,000 sf	\$59
849	Tire Superstore	bay	\$79
850	Supermarket	1,000 sf	\$92
851	Convenience Market - 24 hrs	1,000 sf	\$239
862	Home Improvement Superstore	1,000 sf	\$73
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$69
890	Furniture Store	1,000 sf	\$12
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$44
912	Bank/Savings Drive-In	1,000 sf	\$55
931	Quality Restaurant	1,000 sf	\$215
932	High-Turn Over Restaurant	1,000 sf	\$203
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$363
941	Quick Lubrication Vehicle Shop	bay	\$60
942	Automobile Care Center	1,000 sf	\$62
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$55
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$86
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$112
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$298
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$18
130	Industrial Park	1,000 sf	\$13
140	Manufacturing	1,000 sf	\$21
150	Warehousing	1,000 sf	\$4
151	Mini-Warehouse	1,000 sf	\$1

c. **Administrative Costs.** In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Emergency Medical Services Impact Fee, as an administrative charge to defray the costs of collecting and administering the Emergency Medical Services Impact Fee. Each Municipality is responsible for maintaining records reflecting the

actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Emergency Medical Services Impact Fee. The Municipalities shall remit the collected Emergency Medical Services Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Emergency Medical Services Impact Fees, remit to the County a report accounting for the total Emergency Medical Services Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Emergency Medical Services Impact Fees paid. Should no Emergency Medical Services Impact Fees be collected for the quarter, the Municipality shall report to the County that no Emergency Medical Services Impact Fees are to be remitted because no Emergency Medical Services Impact Fees were collected by the Municipality.

e. Expenditure of Emergency Medical Services Impact Fee Funds. Emergency Medical Services Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Emergency Medical Services Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Emergency Medical Services Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Emergency Medical Services Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to emergency medical services public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its

corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Emergency Medical Services Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the

preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modifications of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR CITY OF FLAGLER BEACH:

City of Flagler Beach
Attn: City Manager
105 South 2nd Street
Flagler Beach, Florida 32136

With copy to: Shepard, Smith, Kohlmyer & Hand, P.A.
Attn: Drew Smith, City Attorney
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

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

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the CITY OF FLAGLER BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

CITY OF FLAGLER BEACH, FLORIDA

ATTEST:

Penny Overstreet, City Clerk

Suzie Johnston, Mayor

Approved as to form and legality:

Drew Smith, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this _____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney



City of Bunnell, Florida

Agenda Item No. H.4.

Document Date: 8/19/2022 Amount:
Department: Community Development Account #:
Subject: Interlocal Agreement for the Collection of the Flagler County Library Impact Fee
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Library Impact Fee Interlocal Agreement	Cover Memo

Summary/Highlights:

The purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities of Flagler County.

Background:

Growth Management Director Adam Mengel with Flagler County contacted the Department of Community Development to adopt the agreement for the collection of Impact Fees by the City on behalf of the County.

Staff Recommendation:

We are recommending to approve the Interlocal Agreement with the County for Collection of Library Impact Fees to permit local government units to make the most efficient use of their powers by enabling collaboration with other localities on a basis of mutual advantage that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY LIBRARY IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, and the CITY OF PALM COAST, a municipal corporation of the State of Florida, (hereafter referred to as “Palm Coast”), whose address is 160 Lake Avenue, Palm Coast, Florida 32164, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of library services (“Library Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

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

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Library Impact Fee. A Library Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Library Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Library Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Library Impact Fee on behalf of the County.

b. Collection of Library Impact Fee. It is agreed by the parties that the Municipalities will collect the Library Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Library Impact Fees separate and distinct from all other revenues. The rate for the Library Impact Fee to be collected shall be as follows:

ITE LUC	Land Use	Unit	Libraries
<i>RESIDENTIAL:</i>			
210	Single Family (Detached)	du	\$268
221	Multi-Family	du	\$139
240	Mobile Home (Mobile Home Park for Roads)	du	\$191

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Library Impact Fee, as an administrative charge to defray the costs of collecting and administering the Library Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Library Impact Fee. The Municipalities shall remit the collected Library Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Library Impact Fees, remit to the County a report accounting for the total Library Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Law Enforcement Impact Fees paid. Should no Library Impact Fees be collected for the quarter, the Municipality shall report to the County that no Library

Impact Fees are to be remitted because no Library Impact Fees were collected by the Municipality.

e. Expenditure of Library Impact Fee Funds. Library Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Library Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Library Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Library Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to library public facilities or infrastructure, including land, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Library Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 13. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chimento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

FOR CITY OF PALM COAST:

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

With copy to: Garganese, Weiss, D'Agresta & Salzman, P.A.
Attn: William E. Reischmann, Jr., City Attorney
111 North Orange Avenue
Suite 2000
Orlando, Florida 32801

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this ____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney

IN WITNESS WHEREOF, the CITY OF PALM COAST as a party hereto affix their hand and seal this ____ day of _____ 2022.

CITY OF PALM COAST, FLORIDA

ATTEST:

Virginia Smith, City Clerk

David Alfin, Mayor

Approved as to form and legality:

William E. Reischmann, Jr., City Attorney



City of Bunnell, Florida

Agenda Item No. H.5.

Document Date: 8/19/2022 Amount:
Department: Community Development Account #:
Subject: Interlocal Agreement for the Collection of the Flagler County's Parks and
Recreational Facilities Impact Fee
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Parks and Recreational Facilities Impact Fee Interlocal Agreement	Cover Memo

Summary/Highlights:

The purpose of this Interlocal Agreement is to established procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities of Flagler County.

Background:

Growth Management Director Adam Mengel with Flagler County contacted the Department of Community Development to adopt the agreement for the collection of Impact Fees by the City on behalf of the County.

Staff Recommendation:

We are recommending to approve the Interlocal Agreement with the County for Collection of Parks and Recreational Facilities Impact Fees to permit local government units to make the most efficient use of their powers by enabling collaboration with other localities on a basis of mutual advantage that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY PARKS
AND RECREATIONAL FACILITIES IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of parks and recreation services (“Parks and Recreational Facilities Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

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

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Parks and Recreational Facilities Impact Fee. A Parks and Recreational Facilities Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Parks and Recreational Facilities Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Parks and Recreational Facilities Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal

authority of the Municipalities to collect the Parks and Recreational Facilities Impact Fee on behalf of the County.

b. Collection of Parks and Recreational Facilities Impact Fee. It is agreed by the parties that the Municipalities will collect the Parks and Recreational Facilities Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Parks and Recreational Facilities Impact Fees separate and distinct from all other revenues. The rate for the Parks and Recreational Facilities Impact Fee shall be established as follows:

Effective March 15, 2022:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$304
221	Multi-Family	du	\$122
240	Mobile Home (Mobile Home Park for Roads)	du	\$284

Effective March 15, 2023:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$333
221	Multi-Family	du	\$133
240	Mobile Home (Mobile Home Park for Roads)	du	\$310

Effective March 15, 2024:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$371
221	Multi-Family	du	\$148
240	Mobile Home (Mobile Home Park for Roads)	du	\$346

Effective March 15, 2025:

ITE LUC	Land Use	Unit	Parks & Rec
RESIDENTIAL:			
210	Single Family (Detached)	du	\$399
221	Multi-Family	du	\$160
240	Mobile Home (Mobile Home Park for Roads)	du	\$372

c. Administrative Costs. In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Parks and Recreational Facilities Impact Fee, as an administrative charge to defray the costs of collecting and administering the Parks and Recreational Facilities Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. Remittance of Parks and Recreational Facilities Impact Fee. The Municipalities shall remit the collected Parks and Recreational Facilities Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Parks and Recreational Facilities Impact Fees, remit to the County a report accounting for the total Parks and Recreational Facilities Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Parks and Recreational Facilities Impact Fees paid. Should no Parks and Recreational Facilities Impact Fees be collected for the quarter, the Municipality shall report to the County that no Parks and Recreational Facilities Impact Fees are to be remitted because no Parks and Recreational Facilities Impact Fees were collected by the Municipality.

e. Expenditure of Parks and Recreational Facilities Impact Fee Funds. Parks and Recreational Facilities Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Parks and Recreational Facilities Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Parks and Recreational Facilities Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Parks and Recreational Facilities Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to parks and recreational facilities or infrastructure, including land dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Parks and Recreational Facilities Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

Section 3. Indemnification. To the extent permitted by law, each party agrees to indemnify and hold the other parties harmless from and against any and all damages, losses or claims, including, but not limited to, legal fees and expenses, to the extent that such damages, losses or claims are attributable to any party's actions, omissions or negligence in its performance under this Interlocal Agreement. Nothing in this Interlocal Agreement shall be deemed as a waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

Section 5. Disputes/Enforcement. All disputes under this Interlocal Agreement shall be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that any party seeks to enforce this Interlocal Agreement by court proceedings or otherwise, then the prevailing party or parties shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8. Employee Status. Persons employed by one party in the performance of services and functions pursuant to this Agreement shall not be deemed to be employees of another party nor shall they have any claim to pension, worker's compensation, civil service, or other employee rights or privileges granted by another party to its officers and employees.

Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

Section 11. Time is of the Essence. The parties agree that time is of the essence with respect to this Interlocal Agreement.

Section 12. Notice. Each party shall furnish to the other parties such notice, as may be required from time to time, pursuant to this Interlocal Agreement, in writing, posted in the U.S. Mail certified, by hand delivery, or by overnight delivery service and addressed as follows:

FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chimento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this _____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney



City of Bunnell, Florida

Agenda Item No. H.6.

Document Date: 8/19/2022 Amount:
Department: Community Development Account #:
Subject: Interlocal Agreement for the Collection of the Flagler County's Fire Rescue Impact Fee
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Fire Rescue Impact Fee Interlocal Agreement	Cover Memo

Summary/Highlights:

The purpose of this Interlocal Agreement is to established procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities of Flagler County.

Background:

Growth Management Director Adam Mengel with Flagler County contacted the Department of Community Development to adopt the agreement for the collection of Impact Fees by the City on behalf of the County.

Staff Recommendation:

We are recommending to approve the Interlocal Agreement with the County for Collection of Fire Rescue Impact Fees to permit local government units to make the most efficient use of their powers by enabling collaboration with other localities on a basis of mutual advantage that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

**INTERLOCAL AGREEMENT
FOR THE COLLECTION OF THE FLAGLER COUNTY FIRE RESCUE IMPACT FEE**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022 by and between the COUNTY OF FLAGLER, a political subdivision of the State of Florida (hereafter referred to as “County”), whose address is 1769 East Moody Boulevard, Building 2, Bunnell, Florida 32110, the TOWN OF BEVERLY BEACH, a municipal corporation of the State of Florida (hereafter referred to as “Beverly Beach”), whose address is 2735 North Oceanshore Boulevard, Flagler Beach, Florida 32136, the CITY OF BUNNELL, a municipal corporation of the State of Florida (hereafter referred to as “Bunnell”), whose address is 604 East Moody Boulevard, Unit 6, Bunnell, Florida 32110, and the TOWN OF MARINELAND, a municipal corporation of the State of Florida (hereafter referred to as “Marineland”), whose address is 9507 North Oceanshore Boulevard, St. Augustine, Florida 32080, with each of the municipalities separately referred to as “Municipality” and the municipalities collectively referred to as “Municipalities”, and County and Municipalities separately referred to as “party” and collectively referred to as “parties” herein.

WITNESSETH

WHEREAS, on December 6, 2021, Flagler County adopted Ordinance No. 2021-09, known as the Comprehensive Impact Fee Ordinance (“Ordinance”), and as codified in the County’s Code of Ordinances;

WHEREAS, County’s adoption of the Ordinance provided, among other things, that an impact fee would be put in place that would help to fund the capital costs related to the provision of fire rescue services (“Fire Rescue Impact Fee”);

WHEREAS, the Florida Interlocal Cooperation Act of 1969 (“Act”) set forth in Florida Statutes Section 163.01 et seq. contemplates Interlocal Agreements between governmental entities;

WHEREAS, the purpose of the Act is to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities;

WHEREAS, Section 17-6 of the Ordinance provides for the establishment of the terms and conditions for the implementation and enforcement of the Ordinance within the Municipalities through an Interlocal Agreement;

WHEREAS, the purpose of this Interlocal Agreement is to establish procedures for the County's collection and distribution of impact fees generated from development activity within the Municipalities;

WHEREAS, it is in the mutual interest of the County and the Municipalities to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services within the County, including, but not limited to, the development and construction of community projects and the provision of public services in an efficient and equitable manner;

WHEREAS, the County and the Municipalities find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the County and the Municipalities desire to delineate their respective rights and obligations as set forth below.

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

Section 1. Recitals and Authority. The foregoing recitals are true and correct and, by this reference, are incorporated as a material part of this Interlocal Agreement. This Interlocal Agreement is entered into pursuant to the provision of Florida law, including, but not limited to, Chapters 125, 163, and 166, Florida Statutes, and the Florida Constitution.

Section 2. Agreement by the Parties.

a. Establishment of Fire Rescue Impact Fee. A Fire Rescue Impact Fee has been established through the adoption of the Ordinance. The Ordinance provides for the setting of the Fire Rescue Impact Fee, including legislative findings and administrative procedures for the collection and expenditure of Fire Rescue Impact Fee funds. To the extent possible and as provided in this Agreement and the Ordinance, the Ordinance shall control as to the legal authority of the Municipalities to collect the Fire Rescue Impact Fee on behalf of the County.

b. Collection of Fire Rescue Impact Fee. It is agreed by the parties that the Municipalities will collect the Fire Rescue Impact Fee on behalf of the County coincident with the issuance of building permits by the respective Municipalities for applicable capital construction within their respective jurisdictions. The Municipalities shall maintain the collected Law Enforcement Impact Fees separate and distinct from all other revenues. The rate for the Fire Rescue Impact Fee to be collected shall be as follows:

ITE LUC	Land Use	Unit	Fire Rescue
RESIDENTIAL:			
210	Single Family (Detached)	du	\$738
221	Multi-Family	du	\$262
240	Mobile Home (Mobile Home Park for Roads)	du	\$638
TRANSIENT, ASSISTED, GROUP:			
253	Congregate Care Facility	du	\$614
310	Hotel	room	\$467
320	Motel	room	\$390
620	Nursing Home	bed	\$524
RECREATIONAL:			
411	Public Park	acre	\$24
416	RV Park	site	\$224
420	Marina	berth	\$62
430	Golf Course	hole	\$400
445	Movie Theater	screen	\$2,471
492	Health/Fitness Club	1,000 sf	\$1,147
INSTITUTIONAL:			
520	Elementary School (Private)	student	\$48
522	Middle/Junior High School (Private)	student	\$43
525	High School (Private)	student	\$38
540	University/Junior College (7,500 or fewer students) (Private)	student	\$48
550	University/Junior College (more than 7,500 students) (Private)	student	\$38
560	Church	1,000 sf	\$195
565	Day Care Center	1,000 sf	\$386
MEDICAL:			
610	Hospital	1,000 sf	\$619
OFFICE:			
710	General Office	1,000 sf	\$467
714	Corporate Headquarters Building	1,000 sf	\$462
720	Medical Office 10,000 sq ft or less	1,000 sf	\$571
720	Medical Office greater than 10,000 sq ft	1,000 sf	\$819

RETAIL:			
822	Retail/Shopping Center 40,000 sfgla of less	1,000 sfgla	\$990
821	Retail/Shopping Center 40,001 to 150,000 sfgla	1,000 sfgla	\$1,228
820	Retail/Shopping Center greater than 150,000 sfgla	1,000 sfgla	\$671
840/841	New/Used Auto Sales	1,000 sf	\$748
849	Tire Superstore	bay	\$1,009
850	Supermarket	1,000 sf	\$1,166
851	Convenience Market - 24 hrs	1,000 sf	\$3,042
862	Home Improvement Superstore	1,000 sf	\$924
880/881	Pharmacy/Drug Store with & without Drive-Thru	1,000 sf	\$876
890	Furniture Store	1,000 sf	\$152
SERVICES:			
911	Bank/Savings Walk-In	1,000 sf	\$557
912	Bank/Savings Drive-In	1,000 sf	\$705
931	Quality Restaurant	1,000 sf	\$2,742
932	High-Turn Over Restaurant	1,000 sf	\$2,581
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	\$4,623
941	Quick Lubrication Vehicle Shop	bay	\$762
942	Automobile Care Center	1,000 sf	\$795
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	\$695
945	Gas Station w/Convenience Store 2,000-5,499 sq ft	fuel pos.	\$1,095
960	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	\$1,428
n/a	Gasoline/Convenience w/Fast Food	1,000 sf	\$3,795
INDUSTRIAL:			
110	General Light Industrial	1,000 sf	\$229
130	Industrial Park	1,000 sf	\$167
140	Manufacturing	1,000 sf	\$262
150	Warehousing	1,000 sf	\$52
151	Mini-Warehouse	1,000 sf	\$19

c. **Administrative Costs.** In accordance with Section 163.31801, Florida Statutes, the Florida Impact Fee Act, it is agreed by the parties that the Municipalities may retain the actual costs incurred in collecting the Fire Rescue Impact Fee, as an administrative charge to defray the costs of collecting and administering the Fire Rescue Impact Fee. Each Municipality is responsible for maintaining records reflecting the actual costs incurred as the basis of the imposition of a standard administrative fee retained by the Municipality.

d. **Remittance of Fire Rescue Impact Fee.** The Municipalities shall remit the collected Fire Rescue Impact Fees minus the administrative fee to the County on a quarterly basis, with the transfer of funds to occur on or before the thirtieth (30th) day of the month immediately

following the end of the quarter, i.e., by April 30th for the First Quarter, by July 30th for the Second Quarter, by October 30th for the Third Quarter, and by January 30th for the Fourth Quarter. Remittance may be through wire transfer to the Clerk of Court, through check payable to the Flagler County Board of County Commissioners, or through other method mutually agreed to between the Municipality as payor and the County as payee.

Each Municipality shall, in addition to the quarterly transfer of the Fire Rescue Impact Fees, remit to the County a report accounting for the total Fire Rescue Impact Fees collected for the quarter and the administrative fees retained by the Municipality. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued, and the amount of the Fire Rescue Impact Fees paid. Should no Fire Rescue Impact Fees be collected for the quarter, the Municipality shall report to the County that no Fire Rescue Impact Fees are to be remitted because no Fire Rescue Impact Fees were collected by the Municipality.

e. Expenditure of Fire Rescue Impact Fee Funds. Fire Rescue Impact Fee funds collected by the Municipalities shall be received, retained, and expended by the County in accordance with the Ordinance. The County is responsible for maintaining records reflecting the expenditures of the Fire Rescue Impact Fee funds, and for complying with all aspects of Section 163.31801, Florida Statutes, as applicable.

f. Developer Contribution Credits in Lieu of Payment of Fire Rescue Impact Fee. As provided in Florida Statutes, a Municipality must credit against the collection of the Fire Rescue Impact Fee any contribution, whether identified in a proportionate fair share agreement or other form of exaction, related to fire rescue public facilities or infrastructure, including land, apparatus, vehicle, or equipment dedication, site planning and design, or construction. For purposes of this subsection, the Municipality shall provide the County with a detailed description of the contribution and its corresponding fair market value. The Municipality shall issue the credit to the developer on a dollar-for-dollar basis to reduce any Fire Rescue Impact Fee for which the contribution was made. Evidence of the credit to the developer shall be provided by the Municipality to the County on a quarterly basis.

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waiver of immunity or limits of liability of any party, including their supervisors, officers, agents and employees, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than Municipalities and County.

Section 4. Default. A default by any party under this Interlocal Agreement shall entitle the other parties, separately or collectively, to all remedies available at law or in equity, which may include, but not be limited to, damages, injunctive relief and specific performance. Each of the parties hereto shall give the other parties written notice of any defaults hereunder and shall allow the defaulting party or parties not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults.

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Section 6. Severability. In the event any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

Section 7. Interpretation. This Interlocal Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Interlocal Agreement. In the case of a dispute concerning the interpretation of any provision of this Interlocal Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party. The headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

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Section 9. Waiver. A waiver by any party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making of a payment by a Municipality or the acceptance thereof by the County with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 10. Entire Agreement and Amendment. This instrument constitutes the entire Agreement between the parties and supersedes all discussions, understandings and agreements. Any modification of the terms of this Agreement shall be in a written instrument executed by the parties.

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FOR FLAGLER COUNTY:

Flagler County Board of County Commissioners
Attn: County Administrator
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

With copy to: Flagler County Board of County Commissioners
Attn: County Attorney
1769 East Moody Boulevard, Building 2
Bunnell, Florida 32110

FOR TOWN OF BEVERLY BEACH:

Town of Beverly Beach
Attn: Town Clerk
2735 North Oceanshore Boulevard
Flagler Beach, Florida 32136

With copy to: Chiumento Law
Attn: William Bosch, Town Attorney
145 City Place Ste 301
Palm Coast, FL 32164

FOR CITY OF BUNNELL:

City of Bunnell
Attn: City Manager
604 East Moody Boulevard
Unit 6
Bunnell, Florida 32110

With copy to: Vose Law Firm, LLP
Attn: Wade C. Vose, City Attorney
324 West Morse Boulevard
Winter Park, Florida 32789

FOR TOWN OF MARINELAND:

Town of Marineland
Attn: Town Manager
9507 North Oceanshore Boulevard
St. Augustine, Florida 32080

With copy to: Dennis K. Bayer, Esq.
109 South 6th Street
Suite 200
Flagler Beach, FL 32136

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice contained in this Agreement would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom notices are to be sent or copied may notify

the other parties and addressees of any change in name or address to which notices shall be sent by providing the same upon fifteen (15) days written notice to the parties and addressees set forth herein.

Section 13. Effective Date. This Interlocal Agreement and the rights conferred herein shall not become effective until executed by the last party listed herein. Upon the effective date, this Interlocal Agreement shall be filed with the Clerk of the Circuit Court of Flagler County, Florida, in accordance with the requirements of Subsection 163.01(11), Florida Statutes, which date shall be set forth in the first paragraph of this Interlocal Agreement at recording.

Section 14. Term of Interlocal Agreement. The term of this Interlocal Agreement shall commence upon the Effective Date and remain effective until amended or rescinded by the parties.

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the COUNTY OF FLAGLER as a party hereto affix their hand and seal this ____ day of _____ 2022.

COUNTY OF FLAGLER, FLORIDA

ATTEST:

Tom Bexley, Clerk of the Circuit
Court and Comptroller

Joseph F. Mullins, Chair

Approved as to form and legality:

Al Hadeed, County Attorney

IN WITNESS WHEREOF, the TOWN OF BEVERLY BEACH as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF BEVERLY BEACH, FLORIDA

ATTEST:

Jim Ardell, Town Clerk

Stephen Emmett, Mayor

Approved as to form and legality:

William J. Bosch, Town Attorney

IN WITNESS WHEREOF, the CITY OF BUNNELL as a party hereto affix their hand and seal
this ____ day of _____ 2022.

CITY OF BUNNELL, FLORIDA

ATTEST:

Kristen Bates, City Clerk

Catherine Robinson, Mayor

Approved as to form and legality:

Wade C. Vose, City Attorney

IN WITNESS WHEREOF, the TOWN OF MARINELAND as a party hereto affix their hand and seal this ____ day of _____ 2022.

TOWN OF MARINELAND, FLORIDA

ATTEST:

Lexy Taylor, Town Clerk

Angela TenBroeck, Mayor

Approved as to form and legality:

Dennis Bayer, Town Attorney



City of Bunnell, Florida

Agenda Item No. H.7.

Document Date: 9/13/2022 Amount:
Department: Community Development Account #:
Subject: Interlocal Agreement between the City of Bunnell, Flagler County, other municipalities within Flagler County, and Flagler County School Board for Public School Facility Planning
Agenda Section: New Business:
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Interlocal Agreement with Flagler County School Board (Update 2022)	Contract

Summary/Highlights:

The purpose of this Interlocal Agreement is to establish procedures for coordinating provisions of public school facilities with the long-range planning efforts of the City of Bunnell, Flagler County, and the other municipalities located within Flagler County. It is the intent of the Flagler County School Board and the local governments to ensure the school capacity is available to serve students that result from population growth. The Interlocal Agreement is in pursuant to Section 163.31777, Florida Statutes.

Background:

The most recent Interlocal Agreement was adopted on July 01, 2008. There have been changes in Florida Statutes relating to School concurrency and other issues necessitating the currently proposed changes.

Since the last update to the Interlocal Agreement between the City of Bunnell, Flagler County, other local municipalities in Flagler County and the Flagler County School Board the current and projected impacts are changing. Therefore, the goals are to ensure the offering of adequate facilities, supporting network and services to meet the demands of growth and ensure a quality education for City of Bunnell and Flagler County as a whole.

In 2002, former Governor Jeb Bush identified school planning as a critical component for communities throughout the state and proposed legislation that required a comprehensive focus on school planning by requiring coordination information.

As a result, legislation required local governments and school boards to enter into interlocal agreements that address school siting, enrollment forecasting, school capacity, infrastructure, collocation and joint use of civic and school facilities, sharing of development and school construction information, and dispute resolution and oversight.

The process of adopting and implementing the Interlocal Agreement has improved working relationships between the City of Bunnell, Flagler County, other municipalities within Flagler County and the Flagler County School Board and has led to a better understanding of each community.

The Interlocal Agreement as mentioned earlier is being amended to reflect the 2022 statutory changes for implementing school concurrency. Along with the coordination prompted by the Interlocal Agreement.

Staff Recommendation:

Staff recommends approving the Interlocal Agreement between the City of Bunnell, Flagler County, other municipalities within Flagler County, and the Flagler County School Board as submitted.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

INTERLOCAL AGREEMENT FOR PUBLIC SCHOOL FACILITY PLANNING

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the School District of Flagler County, an agency of the Florida State government, acting through its School Board (“School Board”); Flagler County, a political subdivision of the State of Florida, acting through the Flagler County Board of County Commissioners (“County”); the City of Palm Coast, a Florida municipal corporation, acting through the Council of the City of Palm Coast (“Palm Coast”); the City of Flagler Beach, a Florida municipal corporation, acting through the Commission of the City of Flagler Beach (“Flagler Beach”); and the City of Bunnell, a Florida municipal corporation, acting through the Commission of the City of Bunnell (“Bunnell”), all collectively referred to as “Parties” and individually referred to as “Party”. The County, Palm Coast, Flagler Beach, and Bunnell are sometimes referred to herein singularly as “Local Government” or collectively as “Local Governments.”

WHEREAS, the Parties entered that certain Interlocal Agreement for Public School Facility Planning, dated July 7, 2008, (the “2008 Interlocal”) in compliance with the then governing statutes and the Parties desire enter this new interlocal agreement consistent with the terms as set forth herein; and

WHEREAS, for the avoidance of doubt, all Proportionate Share Mitigation Agreements and Capacity Reservation Letters issued prior to the Effective Date of this Agreement shall be governed by the 2008 Interlocal; and

WHEREAS, as set forth in Section 1013.33, Florida Statutes, “it is the policy of this state to require the coordination of planning between boards and local governing bodies to ensure that plans for the construction and opening of public educational facilities are facilitated and coordinated in time and place with plans for residential development, concurrently with other necessary services;” and

WHEREAS, the School Board and Local Governments recognize their mutual obligation and responsibility for the education, nurture, and general well-being of the children within Flagler County; and

WHEREAS, the Local Governments and School Board recognize the benefits that will flow to the citizens and students of Flagler County by more closely coordinating their comprehensive land use and school facilities planning programs; namely (i) better coordination of new schools in time and place with land development, (ii) greater efficiency for the School Board and Local Governments by locating schools to take advantage of existing and planned roads, water and sewer utilities, and parks, (iii) improved student access and safety by coordinating the construction of new and expanded schools with the road and sidewalk construction programs of the Local Governments, (iv) better defined urban form by locating and designing schools to serve as community focal points, (v) greater efficiency and convenience by co-locating schools with

parks, libraries, and other community facilities, and (vi) reduction of pressures contributing to urban sprawl and support of existing neighborhoods by appropriately locating new schools and expanding and renovating existing schools; and

WHEREAS, the School Board and Local Governments are required to enter into this Agreement pursuant to Sections 163.31777, 1013.33, 163.3177(6)(h)3. and 163.3180(6), Florida Statutes, to jointly establish the specific ways in which the plans and processes of the School Board and Local Governments are to be coordinated; and

WHEREAS, Section 163.3180(6)(a), Florida Statutes, requires local governments that apply concurrency to public education facilities to include principles, guidelines, standards, and strategies, including adopted levels of service, in their comprehensive plans and interlocal agreements; and

WHEREAS, the School Board and Local Governments wish to provide for agreed upon procedures by which the Local Governments will collect, account for, and remit educational facilities impact fees on behalf of the School Board in accordance with Section 163.31801, Florida Statutes, the “Florida Impact Fee Act;” and

WHEREAS, it is the intent of the School Board and Local Governments that this Agreement shall supersede and replace the 2008 Interlocal, except to the extent it controls Proportionate Share Mitigation Agreements and Capacity Reservation Letters issued prior to the Effective Date of this Agreement.

NOW THEREFORE, the Parties enter into the following Agreement:

SECTION 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Findings. The above recitals form the basis of the parties’ understanding with respect to this Agreement and are incorporated as if fully set forth herein.

1.2 Definitions. The following terms and definitions will apply for purposes of this Agreement.

Annual Report. A written report issued annually by the Working Group to the Oversight Committee, which addresses the coordination of land use and school facilities planning.

COFTE or Capital Outlay Full-Time Equivalent. The basis for student allocation for the Florida Education Finance Program for K-12 grades in facilities operated by the School Board, provided annually by the Florida Department of Education.

Certificate of School Concurrency. A written determination by the School Board that all school concurrency review requirements have been satisfied for a proposed development and that the Available Capacity, with mitigation if required, is sufficient to accommodate students generated

by the proposed residential development. A Certificate of School Concurrency vests a residential development for school concurrency, and reserves school capacity for the proposed residential development, subject to (1) any conditions set forth in the Certificate of School Concurrency, (2) the requirements of this Agreement, (3) any ordinances or policies implementing this Agreement, and (4) any conditions imposed as part of or as an inducement to, the issuance of the Certificate of School Concurrency.

District Facilities Work Program or Work Program. The work plan constitutes the five-year listing of capital outlay projects adopted by the School Board pursuant to section 1013.35, Florida Statutes, in order to properly maintain the educational plants and ancillary facilities of the district and to provide an adequate number of satisfactory student stations for the projected Student Enrollment of the district in grades kindergarten through K-12 programs

Educational Plant Survey. An educational plant survey is a systematic study of existing educational and ancillary plants and the determination of future needs, for the purpose of providing an appropriate educational program and services for each student, created in accordance with Section 1013.31, Florida Statutes, and made a part of the Educational Facilities Plan.

FISH Manual. The documents entitled “Florida Inventory of School Houses (FISH),” current edition, and that is published by the Florida Department of Education, Office of Educational Facilities.

Level-of-Service or LOS. Ratio of Student Enrollment to Permanent FISH Capacity plus Reserved Capacity, expressed as a percentage, and jointly adopted by the School Board and the Local Governments as identified in Section 7.1(a) below.

Local Planning Agency or LPA. The governing body of the respective Local Governments and a non-voting representative of the School Board whose purpose is to monitor and oversee the effectiveness of the respective comprehensive plans of the Local Governments with respect to school facilities and to evaluate the impact of proposed residential density increases on school facilities.

Oversight Committee. A committee consisting of representatives from governing bodies of the Parties whose purpose is to monitor the implementation of this Agreement, review the Annual Report of the Working Group, and make policy and technical recommendations to their respective governing bodies regarding the implementation of this Agreement.

Permanent FISH Capacity. The number of students that can be served in a permanent public-school facility as provided in the Florida Inventory of School Houses.

Reserved Capacity. The number of student stations for which the School Board has issued Certificates of Concurrency together with the number of student stations to be generated by residential development which are already vested for purposes of school concurrency.

Student Enrollment or Enrollment. Sum of actual student enrollment as of the most recent October, countywide total student count. Enrollment does not factor in utilization rates and, as a tally of the number of actual students, is distinguished from the School Board’s COFTE, as defined herein, figure.

Utilization. A ratio equal to Student Enrollment divided by Permanent FISH Capacity.

Tentative Educational Facilities Plan. A tentative district educational facilities plan that includes long-range planning for facilities needs over 5-year, 10-year, and 20-year periods, as set forth in Section 1013.35(2), Florida Statutes.

Working Group. Staff of the School Board and Local Governments whose purpose is to facilitate the planning of educational facilities on behalf of the governing bodies of the Parties to this Agreement and to make recommendations to the Oversight Committee.

SECTION 2. COORDINATING AND SHARING INFORMATION

2.1 The Working Group. There is hereby established a working group consisting of staff of the School Board and the Local Governments whose purpose is to facilitate the planning of educational facilities on behalf of the governing bodies of the Parties to this Agreement and to make recommendations to the Oversight Committee, as defined below (the “Working Group”). The Working Group will meet on the first Thursday of March each year. The Working Group will also meet on the first Thursday of September or October each year, depending on the timing of the Tentative Educational Facilities Plan, as described below, and as many other times, as necessary. The Working Group is a staff level, fact-finding body not subject to the Sunshine Law. However, staff of the School Board will publish notice and take minutes of all meetings of the full Working Group, which shall be open to the public. All efforts shall be made to include meaningful public participation in these meetings; however public participants shall not be considered members of the Working Group and shall not vote or provide consensus as members of the Working Group.

2.2 Population Projections. In fulfillment of their respective planning duties, the Local Governments and School Board agree to coordinate and base their plans upon consistent projections of the amount, type, and distribution of population growth and Student Enrollment. Prior to February 28 each year, the Local Governments will provide the School Board with population projections, development trends and data, and any amendments to their comprehensive plans that will increase allowable residential density, or which may affect Student Enrollment. The purpose of the information is to allow the School Board to understand the amount, type, and geographic distribution of residential development. As such, the information furnished to the School Board shall include the number, type, and location of residential building permit applications. The information will be discussed at the March meeting of the Working Group.

2.3 Student Population Projections. At the March meeting of the Working Group, the School Board shall provide a snapshot of the number of students in seats as of October of the then current

school year, or Enrollment, to be used by the Parties for evaluating capacity and impact fee adjustments. The School Board shall also provide the Local Governments with projected Student Enrollment based on actual Student Enrollment. The projections must be apportioned geographically and by grade level.

2.4 The Annual Report. By April 1st of each year, the Working Group will produce a report (the “Annual Report”) to the Oversight Committee, identified in Section 3 below, which will address the coordination of land use and school facilities phasing, including population projections and Student Enrollment projections, development trends, school needs, and any other relevant matter pertaining to school facility planning. The Annual Report shall include a narrative describing planning issues for each school, including charter schools, which specifically address the following:

- (a) Permanent FISH Capacity, as defined in Section 7.2(b) below;
- (b) increases or decreases in Student Enrollment;
- (c) summary of impact fees and Proportionate Share Mitigation collected for the prior year;
- (d) summary of existing Reserved Capacity, as defined herein;
- (e) utilization level, i.e., current Student Enrollment divided by Permanent FISH Capacity; and
- (f) any rezoning, program additions, or capital upgrades which would impact the Enrollment, capacity, or utilization at the school.

The Annual Report shall also include a brief narrative summary of approved residential projects. For each such project, the Annual Report shall include the following:

- (a) type and number of residential units;
- (b) potential students to be generated by school level;
- (c) anticipated build out year; and
- (d) whether the project has Reserved Capacity in accordance with the terms of this Agreement.

2.5 Educational Facilities Plan. When preparing the Educational Facilities Plan pursuant to Section 1013.35, Florida Statutes, the School Board shall use information produced by the demographic, revenue, and education estimating conferences pursuant to Section 216.136, Florida Statutes, in consideration of the population projections of the County to ensure that the Educational Facilities Plan reflects Student Enrollment projections taking into account development projections within the unincorporated County and the municipalities. The Educational Facilities Plan will include projected Student Enrollment based on an inventory of existing school facilities, projections of facility space needs, information on concreteables and relocatables, potential locations of new schools, options to reduce the need for additional permanent student stations, and locations of potential school closures.

Subject to the Department of Education making the work plan for the district available, the School Board will endeavor to provide the Local Governments with the Tentative Educational Facilities Plan on or before September 30, of each year, including the five-year District Facilities Work

Program and Educational Plant Survey required by Section 1013.31, Florida. Statutes, for review and comment. The Working Group will convene one (1) week after the Tentative Educational Facilities Plan is delivered to discuss the same. The final adopted plan shall be provided to the Local Governments within fifteen (15) days after adoption by the School Board.

SECTION 3. OVERSIGHT PROCESS

3.1 Oversight Committee. A committee consisting of representatives from the School Board and the governing bodies of the Local Governments shall monitor the implementation of this Agreement (the “Oversight Committee”). The Oversight Committee shall be comprised of eleven members: three delegates of the School Board and two delegates from each of the governing bodies of the Local Governments. The Oversight Committee will review the Annual Report of the Working Group and may present the Annual Report to their respective Local Governments for review and comment and will make policy and technical recommendations to their respective governing bodies regarding the implementation of this Agreement, including recommendations to amend or supplement this Agreement.

3.2 Meetings of the Oversight Committee. The Oversight Committee shall meet annually on the second Thursday of May or June and may meet in as many specially called meetings, as necessary. Any member of the Oversight Committee may call a special meeting by requesting the School Board to publicly notice the special meeting and providing the School Board the topic of said special meeting. The Oversight Committee shall be subject to the Sunshine Law and shall encourage public participation in its meetings. The Superintendent of Schools shall assign a staff member to publish notice and prepare minutes of the Oversight Committee’s meetings, which shall be retained by the School Board.

SECTION 4. SCHOOL SITE SELECTION

4.1 Determination of Consistency of Proposed School Site with the Comprehensive Plan. The location of each educational facility shall be consistent with the comprehensive plans and land development regulations of the Local Government in which the facility is located. The School Board shall notify the applicable Local Government in writing at least sixty (60) days prior to acquiring or leasing property that may be used for a new public educational facility. Within forty-five (45) days of receipt of the notice, the Local Government shall provide the School Board with a preliminary determination as to whether the proposed acquisition or lease is consistent with the land use categories and policies of the Local Government’s comprehensive plan. The Parties must also consider the effects of the location of public education facilities to encourage the efficient use of infrastructure and to discourage uncontrolled urban sprawl.

4.2 Determination of Consistency of Site Plan with the Comprehensive Plan and Land Development Regulations. Once a school site has been selected, as early in the design phase as feasible, but no later than ninety (90) days prior to commencing construction of a new educational facility, the School Board shall request a determination from the applicable Local Government as

to whether the proposed site plan is consistent with the Local Government's comprehensive plan and land development regulations, to the extent said land development regulations are not preempted by Florida law. The request will include as much information as is possible to assist in making the determination. Within forty-five (45) days of receipt of the request, the governing body of the Local Government shall determine in writing whether the proposed school site plan is consistent with the Local Government's comprehensive plan and land development regulations. The Local Government may not deny the consistency determination based solely on the needs of the school, as this concern is more properly within the purview of the School Board. If the proposed site plan is consistent with the Local Government's land use policies within its comprehensive plan, the Local Government may not deny the application but may impose reasonable development standards and conditions pertaining to environmental, health, safety, and welfare concerns, as well as the effects on adjacent property. If the School Board requests a consistency determination for the expansion of an existing facility, the Local Government may only impose reasonable development standards and conditions pertaining to the environmental, health, safety, and welfare concerns, as well as effects on adjacent property resulting from the expansion as existing schools shall be considered consistent with the Local Government's comprehensive plan. Provided however, that any reasonable development standards and conditions imposed pursuant to this section shall be consistent with Chapter 1013, Florida Statutes, and the Florida Building Code unless mutually agreed to otherwise.

Failure of the Local Government to provide a determination within ninety (90) days of receipt of the request shall be considered an approval of the School Board's application. Once the Local Government determines the proposed facility is consistent with its comprehensive plan and land development regulations, including through the imposition of reasonable standards and conditions, the School Board may commence construction without any further approval of the Local Government. If a potential school site plan is not consistent with the applicable comprehensive plan or land development regulations, the Local Government will advise the School Board as to the appropriateness and the criteria under which the School Board may request an amendment to the comprehensive plan to allow for the school siting.

4.3 Exemption from Determination of Consistency with the Comprehensive Plan and Land Development Regulations. In accordance with Section 1013.33(9), Florida Statutes, or its successor, Local Government review and approval is not required for the placement of temporary or portable classroom facilities or the proposed renovation or construction on existing school sites with the exception of construction that changes the primary use of a facility or that results in a greater than five percent increase in student capacity.

4.4 Supporting Infrastructure. In conjunction with the initial land use consistency determination described in Section 4.1 above, and pursuant to Section 1013.51(1), Florida Statutes, or its successor, the School Board and affected Local Government will jointly determine the need for and timing of on-site and off-site improvements necessary to support each new school or major renovation to an existing school. The School Board and the affected Local Government will enter

into a written agreement identifying the timing, location, and the party/ies responsible for financing, constructing, operating, and maintaining the required improvements.

4.5 Safe Paths to School. In accordance with Section 1013.33(1), Florida Statutes, when conducting the comprehensive plan and land development regulation consistency determination for school site plans, required by Section 4.2 above, and at the time of review of development orders or plats by the Local Governments, the Parties to the planning process must consult with the state and local road departments to assist in implementing the Safe Paths to School program administered by the Florida Department of Transportation.

SECTION 5. LOCAL PLANNING AGENCIES, COMPREHENSIVE PLAN AMENDMENTS, REZONINGS, AND DEVELOPMENT APPROVALS

5.1 Local Planning Agency. Each Local Government shall include a non-voting representative of the School Board on the respective Local Planning Agencies, or the Local Government's equivalent ("LPA"), pursuant to Section 163.3174, Florida Statutes. The Local Government will provide the School Board notification and an opportunity to participate in public meetings in which Local Governments consider Future Land Use Map (FLUM) amendments, Comprehensive Plan Amendments, Development of Regional Impact (DRI) development orders, and rezoning applications that will increase residential density or which may affect Enrollment. Such notice will be provided as soon as practicable after receipt of a completed application for such changes.

5.2 Capacity Reporting. The purpose of the School Board's representative on the respective LPAs is to advise the applicable Local Government of the effect of proposed developments on Available Capacity and the Level of Service, as defined below. School Board staff may provide verbal or written comments concerning Enrollment impacts anticipated to result from the proposed development and whether Available Capacity exists to accommodate the proposed impacts. The School Board's capacity reporting must be based on Permanent FISH Capacity, the student demand portion of which shall be calculated by multiplying the number of proposed residential units by the student generation rate derived annually, on or prior to July 1, from data provided by the School Board and Flagler County Property Appraiser.

The School Board staff may also provide verbal or written comments and requests to the Local Government regarding other impacts of the proposed development, such as and without limitation, the need for school bus stop pads or the need for pedestrian connections. In considering the development application, the Local Governments will give great weight to School Board's comments. In cases where the approval of a new development would cause school capacity to exceed the adopted Level of Service, the Local Government having jurisdiction over the development shall either deny the application or condition the approval on the applicant entering into a Proportionate Share Mitigation Agreement with the School Board and obtaining a Certificate of Concurrency in accordance with this Agreement.

SECTION 6. SHARED USE OF FACILITIES

The Parties recognize that the co-location and shared use of facilities result in efficient use of public resources and benefit the users of those facilities. In accordance with Section 163.3177(2)(g), Florida Statutes, the Local Governments will consider where feasible the co-location and shared use of facilities with the School Board when preparing their respective capital improvement plans, and the School Board will likewise consider the co-location and shared use of facilities when preparing its Educational Facilities Plan. A separate agreement will be developed for each instance of co-location and shared use of facilities which addresses at a minimum operating and maintenance costs, scheduling use of the facilities, and legal liability.

SECTION 7. SCHOOL CONCURRENCY

7.1 The Level-of-Service. The Parties shall exercise authority in conjunction with each other to jointly establish adequate level-of-service standards for public educational facilities (“LOS” or “Level of Service”), mindful of the School Board’s constitutional and statutory obligations to provide a uniform system of free public schools on a countywide basis as well as the land use authority of Local Governments including their authority to approve or deny comprehensive plan amendments and development orders.

- (a) *LOS Established.* The LOS shall be 100% of permanent capacity for all school levels, where permanent capacity equals a Permanent FISH Capacity plus permanent capacity in place or under actual construction within three (3) years of approval of a final subdivision or site plan, or its functional equivalent.
- (b) *LOS in Comprehensive Plans.* The LOS identified herein shall be consistent with the LOS adopted by rule by the School Board pursuant to Chapter 120, Florida Statutes, and shall likewise be consistent with the capital improvements elements of the respective comprehensive plans of the Local Governments in accordance with Section 163.3180(6)(c), Florida Statutes, or its successor. The Local Governments shall also identify within the capital improvement elements of their respective comprehensive plans the facilities necessary to meet the LOS during a five-year period consistent with the School Board’s Educational Facilities Plan and Five-Year District Facilities Work Program in accordance with Sections 163.3177(3) and 163.3180(6)(g), Florida Statutes, or their successors. In addition, each Local Government shall adopt land development regulations consistent with the requirements of this Agreement.
- (c) *Review of the LOS.* For purposes of this Agreement, the LOS shall be reviewed at least annually by the Oversight Committee as part of the policy and technical recommendations to be provided to their respective governing bodies. LOS shall be established such that it can be reasonably met. For such purposes, the LOS may be established in excess of available permanent student stations. However, such condition shall not be construed as optimal and may only continue for limited duration until additional capacity is constructed to correct the deficiency. In addition, the School Board may utilize relocatables to maintain the LOS for a

period not to exceed five years or twenty percent of Permanent FISH Capacity while capital projects to increase capacity are planned and constructed.

7.2 Certificate of School Concurrency. Unless exempted from school concurrency as provided in subsection 7.5 below, the Local Governments shall not approve a final plat or multi-family residential site plan, or the functional equivalent, until after the applicant has obtained a Certificate of School Concurrency from the School Board.

(a) *School Concurrency Application.* The School Board shall provide the Local Governments with a fee schedule and a school concurrency application for use by applicants with projects that include over ten (10) units of residential development. The School Board may in its discretion determine what information is required to be contained within an application and may establish and collect a fee to cover the actual costs of evaluating the applications. From time to time, the School Board may provide the Local Governments with an updated application and fee schedule. For all non-exempt applicants for residential development, the Local Government will receive the application form and payment, review the application to confirm it is consistent with the number and types of units being applied for, and, within twelve (12) business days of receipt of the application, transmit the application and payment to the School Board. Within thirty days of submission of a completed school concurrency application and fee, the School Board shall either (i) issue a Certificate of School Concurrency finding sufficient capacity exists to accommodate the students to be generated by the proposed residential development, or (ii) advise the applicant that insufficient capacity exists, the number of student stations that must be mitigated before obtaining the Certificate of Concurrency, and the grade level/s and cost thereof. The applicant shall execute the PMSA, defined below, within sixty (60) days of the notice of insufficient capacity (“PMSA Execution Deadline”). Failure to execute the PMSA within the PMSA Execution Deadline will require the applicant to submit a new application and fee.

(b) *Determining Available Capacity.* Available capacity shall be derived using the following formula:

$$\text{Available Capacity} = (\text{Permanent FISH Capacity} \times \text{Adopted Level of Service}) - (\text{Enrollment} + \text{Reserved Capacity})$$

Where Reserved Capacity is the number of student stations held in reserve by the School Board for specific developments for which a Certificate of Concurrency has been issued or student stations held in reserve for vested developments that are exempted from concurrency requirements as set forth in Section 7.5. And where Permanent FISH Capacity includes school facilities that will be in place or under actual construction within three years of the approval of the final subdivision or site plan, or its functional equivalent.

(c) *Expiration of Certificates.* Certificates of School Concurrency obtained through Proportionate Share Mitigation shall not expire. Certificates of School Concurrency obtained without the

need for mitigation shall expire three (3) years after issuance. If the applicant has not obtained final plat or multi-family residential site plan approval from the Local Government having jurisdiction within three (3) years of the date the certificate is issued (or prior to expiration of the Certificate of School Concurrency), the applicant will need to apply for and obtain a new certificate before proceeding to final plat or site plan approval, which may require Proportionate Share Mitigation.

7.3 Proportionate Share Mitigation.

- (a) *LOS Triggers Mitigation.* In order to balance competing interests, preserve the constitutional concept of uniformity, and avoid disruption of existing educational and growth management processes, the Parties will apply school concurrency to development on a countywide basis so that a concurrency determination for a specific development will be based upon the availability of school capacity districtwide. When the LOS exceeds 100% of Permanent FISH Capacity at any school level, the Local Governments shall require applicants for residential development not exempt from school concurrency to obtain a Certificate of School Concurrency by entering into a proportionate share mitigation agreement with the School Board (“Proportionate Share Mitigation Agreement” or “PSMA”) and paying proportionate share mitigation to the School Board (“Proportionate Share Mitigation”).

- (b) *Calculating Proportionate Share Mitigation.* An applicant’s Proportionate Share Mitigation obligation to resolve a capacity deficiency shall be based on the following formula, for each school level requiring mitigation: Multiply the number of new student stations required to serve the proposed development for which there is no Available Capacity by the average cost per student station as established by the Florida Department of Education plus the land costs necessary for the school site to serve the proposed development. Notwithstanding the foregoing, the total Proportionate Share Mitigation shall in no case exceed the total educational facilities impact fees to be paid for the proposed development based on the impact fee amount in effect as of the effective date of the PSMA.

The number of student stations required to serve the proposed development shall be determined by multiplying the number of residential units applied for by the student generation rate for the applicable type of housing, i.e., single family residential, multi-family residential, and/or mobile home. The student generation rate to be utilized shall be established by the School Board annually on or before July 1 by utilizing information from the Flagler County Property Appraiser and the School Board (the “Student Generation Rate”). Specifically, the Student Generation Rate shall be calculated separately for single family residences, multifamily residences, and mobile homes by dividing the total number of each of these housing types by the number of students living in each housing type.

Annually by July 1, the School Board shall calculate the land costs of an entire school site by multiplying the average cost per acre of land, based on transactions of similar sized properties within the area of the proposed school site during the prior year in Flagler County, by the

required acreage for each school type. The School Board shall then divide the average cost of land for an entire school site by the average number of student stations proposed for the new school type. This calculation gives the average cost of land per student station for each school type and shall be added to the average cost per student station, determined by the Florida Department of Education, when determining an applicant's proportionate share mitigation obligation.

- (c) *Timing of Mitigation Payments.* The Parties recognize the advantages of utilizing a standardized PSMA structure. Accordingly, each PSMA shall adhere to the following mitigation payment protocol. For cash payments of Proportionate Share Mitigation, the applicant shall pay the School Board thirty percent of the total Proportionate Share Mitigation within sixty days of final plat approval, final site plan approval, or the functional equivalent as applicable. No later than twenty-one (21) months after the initial payment, the applicant shall pay the School Board another thirty percent of the Proportionate Share Mitigation. No later than forty-two (42) months after the initial payment, the applicant will pay another thirty percent of the Proportionate Share Mitigation. It is understood and agreed by the Parties hereto that the remaining ten percent of the Proportionate Share Mitigation shall be paid as educational facilities impact fees at the time of building permit application. In addition, nothing herein shall prevent an applicant from prepayment of Proportionate Share Mitigation sooner than the timelines outlined above.
- (d) *Mitigation Alternatives.* The School Board may accept non-cash forms of mitigation including contributions of land; the donation, construction, or funding of school facilities; the expansion of existing facilities; and the construction of a charter school that complies with the requirements of Section 1002.33(18), Florida Statutes, or its successor.
- (e) *Programming Mitigation Payments.* The School Board shall direct the Proportionate Share Mitigation payments toward school capacity improvement identified in the School Board's 5-year Educational Facilities Work Program or must be set aside and not spent until an improvement has been identified that satisfies the demands created by the development in accordance with the PSMA.

7.4 Credits. Any Proportionate Share Mitigation paid will entitle the applicant to a dollar-for-dollar credit toward educational facilities impact fees based on the impact fee rate at the time the Proportionate Share Mitigation is actually paid. Any non-cash exaction that is provided will entitle the applicant to credit toward educational facilities impact fees on a dollar-for-dollar basis at fair market value of the exaction calculated at the time the exaction is transferred to the School Board. The School Board shall issue the credit within ten (10) days of actual payment or transfer of the fee or other exaction. If educational facilities impact fee rates are increased, the holder of any credits will be entitled to the full benefit of the residential density prepaid by the exaction without the need to pay any additional amount.

By way of illustration, if an applicant proposes a one hundred fifty (150) unit single family residential unit development when the School Board only has Available Capacity for fifty (50)

units, the applicant would pay \$545,000 in proportionate share mitigation when the impact fee rate is \$5,450. In this situation, the applicant would be entitled to a credit for one hundred (100) residential units. If subsequently the rate of educational facilities impact fees were to increase to \$5,950.00 per single family residence, the applicant's credits for 100 units would still cover the cost of educational facilities impact fees for 100 single family residences without having to make up the difference between the old rate and the new rate for those 100 residences, but would pay the then-current impact fee rate for the fifty units not vested.

In the event a binding ruling is issued by a court of competent jurisdiction or a statutory amendment that contradicts the above-described credit system, the Parties agree to meet and agree upon an alternative formula within one hundred twenty (120) days of said ruling or statutory amendment.

7.5 Exemptions. The following residential uses shall be exempt from the requirements of school concurrency:

- (a) Age restricted community (55 years and older) with no individual under the age of eighteen residing within the development during the school term (currently August through June). To be eligible for this exemption, a binding restrictive covenant or other instrument limiting the age of residents must be recorded in the Official Records of the County and contain within it provisions for the requirement to pay to the School Board the applicable proportionate share mitigation that would have been due at the time of application to the School Board in the event of a breach of the covenant.
- (b) Developments which result in ten (10) or fewer residential units, which impact shall be considered *de minimus*. Such developments are not otherwise exempt from the approval processes of the applicable Local Government.
- (c) Any residential development provided for within a DRI development order adopted prior to July 1, 2005.
- (d) Single family lots of record having received final plat or site plan approval, or the functional equivalent, prior to July 7, 2008.

SECTION 8. IMPACT FEES

8.1 Impact Fees Established. The County has adopted the Flagler County Educational Facilities Impact Ordinance (the "Impact Fee Ordinance"), codified at Chapter 17, Article V, of the Flagler County Code, as requested by the School Board, to assure that new development which creates a need for educational facilities bears a proportionate share of the cost of capital expenditures necessary to provide the educational facilities necessitated by such development ("Impact Fee"). The Impact Fee amount is established pursuant to the Impact Fee Ordinance and is due and payable upon the issuance of a building permit by the respective Local Governments except as otherwise provided in the Impact Fee Ordinance.

8.2 Collection of Impact Fees. Each Local Government shall collect the Impact Fee for each building permit resulting in a new impact generating use. For purposes of this section, a new impact generating use shall include: a new single-family, multi-family, or mobile home dwelling unit on a previously vacant lot or parcel; and the replacement of a mobile home dwelling unit with a single-family dwelling unit. In instances where a dwelling unit with a higher Impact Fee replaces a dwelling unit with a lower Impact Fee, as is the case for a single-family dwelling replacing a mobile home, only the net positive increase in the difference between the two Impact Fees shall be payable at the time of building permit issuance, provided that the original dwelling unit was legally established as evidenced through building permit records, tax bills, utility bills, and such other records as to provide documentation that the dwelling unit was legally authorized on the lot or parcel by the respective Local Government. Similarly, a “like-for-like” replacement shall be assumed to have been legally established as evidenced through building permit records, tax bills, utility bills, and such other records as to provide documentation that the dwelling unit was legally authorized on the lot or parcel by the respective Local Government. For purposes of calculation of the Impact Fee, a “like-for-like” replacement shall not be considered a new impact generating use and no Impact Fee shall be collected. The ultimate calculation of the Impact Fee amount shall be based on the timing of the submittal of a complete building permit application, with the Impact Fee payable at the time of building permit issuance. The permitting Local Government shall be solely responsible for determining the amount of any Impact Fee due at the time of building permit issuance.

8.3 Administrative Costs. In accordance with the Florida Impact Fee Act, it is agreed by the Parties that the Local Governments may retain the actual costs incurred in collecting the Impact Fee, as an administrative charge to defray the costs of collecting and administering the Impact Fee. Each Local Government is responsible for maintaining records reflecting the actual costs incurred as the basis of the administrative fee retained by the Local Government and to provide same to the School Board on an annual basis.

8.4 Remittance of Impact Fees. The Local Governments shall remit the collected Impact Fees minus the administrative fee to the School Board on a quarterly basis, with the transfer of funds to occur on or before the twenty-fifth (25th) day of the month immediately following the end of the quarter, i.e., by April 25th for the First Quarter, by July 25th for the Second Quarter, by October 25th for the Third Quarter, and by January 25th for the Fourth Quarter. Remittance may be through wire transfer to the School Board, through check payable to the Flagler County School Board, or through other method mutually agreed to between the Local Government as payor and the School Board as payee.

Each Local Government shall, in addition to the quarterly transfer of the Impact Fees, remit to the School Board a report accounting for the total Impact Fees collected for the quarter and the administrative fees retained by the Local Government. The reports shall specify the dates the fees were paid, the location of the properties for which the building permits were issued, the names and addresses of the applicants, the type/use of structures for which the building permits were issued,

and the amount of the Impact Fee paid. Should no Impact Fees be collected for the quarter, the Local Government shall report to the School Board that no Impact Fees are to be remitted because no Impact Fees were collected by the Local Government.

SECTION 9. MISCELLANEOUS PROVISIONS

9.1 Force Majeure. No Party shall be in default in the performance of its obligations hereunder to the extent that performance of such obligations, or any of them singularly, is delayed or prevented by a bona fide *force majeure*. For purposes of this Agreement, a bona fide *force majeure* is defined in accordance with the common law of the State of Florida as being an event or circumstance beyond the control and authority and without the fault or negligence of the Party seeking relief under this Section. The maximum relief granted to any Party under this Section shall be the tolling of time for the duration of the *force majeure*. A *force majeure* may be deemed to excuse performance pursuant to this Agreement only to the extent such performance is actually prevented or precluded by such *force majeure*.

9.2 Time is of the Essence. Time is of the essence for the lawful performance of the duties and obligations contained in this Agreement. The Parties covenant and agree that they shall diligently and expeditiously pursue their respective obligations set forth in this Agreement.

9.3 Effective Date, Term and Termination. In accordance with Section 163.01(11), Florida Statutes, this Agreement shall take effect upon its execution by the last Party and filing with the Clerk of the Circuit Court. This Agreement shall remain in full force and effect for a period of one year and shall automatically renew for successive one-year periods. Any Party may terminate its rights and obligations under this Agreement by providing written notice to other Parties at least one hundred twenty (120) days prior to the termination. Termination by a Local Government/s shall not terminate the Agreement as to the other Local Governments and School Board.

9.4 Notices. Any notice required by this Agreement shall be made in writing and shall be deemed delivered when personally hand delivered, sent by reputable overnight courier, or transmitted via the U.S. Post certified, postage prepaid, to the Parties at the addresses listed below.

(a) School Board of Flagler County
Attn: Superintendent of Schools
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

(b) City Council of Palm Coast
Attn: City Manager
160 Lake Avenue
Palm Coast, FL 32164

(c) Flagler County Board of County Commissioners

Attn: County Administrator
1769 E. Moody Blvd., Bldg. 2
Bunnell, FL 32110

(d) City Commission of Flagler Beach

Attn: City Manager
105 South 2nd Street
Flagler Beach, FL 32136

(e) City Commission of Bunnell

Attn: City Manager
604 E. Moody Blvd., Unit 6
Bunnell, FL 32110

Any Party may change the address or recipient of notices hereunder by providing written notice to the other Parties of such change in accordance herewith.

9.5 Interpretation. This Agreement is the result of bona fide arm's length negotiations between and among the parties and, as such, shall not be construed more strictly against any Party than against any other Party.

9.6 Integration and Modification. This Agreement constitutes the complete, integrated understanding and agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements or arrangements between the Parties whether oral written. This Agreement may only be amended or modified by a written instrument executed by duly authorized representatives of the Parties hereto.

9.7 Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue by reason hereof to or for the benefit of any other third party. Nothing herein shall be construed as a consent to be sued or as a waiver of the sovereign immunity of the respective Parties.

9.8 Waiver. No single or partial exercise by any Party of any right, power, or remedy hereunder shall preclude such Party from demanding performance in accordance with the terms hereof. Waiver of a default shall not be deemed a waiver of any subsequent defaults.

9.9 Dispute Resolution. If the Parties to this Agreement are unable to resolve any issue(s) or disagreements pertaining to this Agreement, such dispute will be resolved in accordance with the procedures specified in the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes.

9.10 Venue. The exclusive venue to litigate any disputes arising hereunder shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

9.11 Indemnification, Duty to Defend, and Sovereign Immunity. Each Party shall be liable for all damages or injury to persons or property caused solely by its action, errors, or omissions, including that of its officers, agents, and employees, while engaged in the operations herein authorized and for any actions or proceedings brought as a result of this Agreement. Should any Party be sued therefor, the Party being sued shall notify the other Parties and, thereupon, the party/ies taking the action giving rise to the litigation shall have the duty to defend the suit.

Each Party hereby indemnifies and saves harmless the other Parties, its agents, officers, and employees from any and all judgments recovered by anyone by reason of the indemnifying Party's activities under this Agreement. The obligation to indemnify hereunder is subject to the scope and monetary limitations set forth in Section 768.28, Florida Statutes.

Nothing in this Agreement shall be deemed or construed as a waiver of sovereign immunity by any of the Parties and the Parties shall have and maintain at all times and for all purposes any and all rights, immunities, and protections available under controlling legal precedent and as provided under Section 768.28, Florida Statutes.

9.12 Attorneys Fees and Costs. In the event of any action to enforce the terms of this Agreement by any of the Parties hereto or several of them collectively, the prevailing Party/ies shall be entitled to recover reasonable attorneys' fees and costs incurred, whether at trial level or upon appeal.

9.13 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be contrary to law, such provision will be struck from the Agreement as void and the remaining provisions of the Agreement shall remain in full force and effect to the maximum extent possible in accordance with the original intent of the Parties.

9.14 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

9.15 Superseding Previous Interlocal Agreement. Upon the Effective Date identified in Section 9.3 above, this Agreement shall supersede and replace the Interlocal Agreement for Public School Facility Planning entered into on July 7 2008, except as to Proportionate Share Mitigation Agreements and Capacity Reservation Letters issue or entered into prior the Effective Date of this Agreement.

[SIGNATURE PAGES TO FOLLOW.]

IN WITNESS WHEREOF, this Interlocal Agreement for Public School Facility Planning has been executed by the Parties hereto on the dates indicated below.

SCHOOL DISTRICT OF FLAGLER COUNTY

Trevor Tucker, Chairman

ATTEST:

Date

By: _____
Cathy Mittlestat
Superintendent of Schools

Approved as to form and legality.

Kristy Gavin
School Board Attorney

[SIGNATURE PAGES TO FOLLOW.]

CITY OF PALM COAST

David Alfin, Mayor

ATTEST:

Date

By: _____
Virginia Smith
City Clerk

Approved as to form and legality.

Neysa Borkert
City Attorney

[SIGNATURE PAGES TO FOLLOW.]

**FLAGLER COUNTY BOARD OF
COUNTY COMMISSIONERS**

Joseph F. Mullins, Chair

ATTEST:

Date

By: _____
Tom Bexley
Clerk of the Circuit Court
and Comptroller

Approved as to form and legality.

Sean S. Moylan
Deputy County Attorney

[SIGNATURE PAGES TO FOLLOW.]

CITY OF FLAGLER BEACH

Suzie Johnston, Mayor

ATTEST:

Date

By: _____
Penny Overstreet
City Clerk

Approved as to form and legality.

Drew Smith
City Attorney

[SIGNATURE PAGES TO FOLLOW.]

CITY OF BUNNELL

Catherine Robinson, Mayor

ATTEST:

Date

By: _____
Kristen Bates
City Clerk

Approved as to form and legality.

Wade C. Vose
City Attorney

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For August 2022

Published: September 2022

City Commission Mission Statement

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

Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.”- Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.



Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

The City is accepting applications for the rental of parks and other available facilities. Applicants are required to turn in a completed application with sufficient time to process the rental request. Applications can be obtained at the Bunnell Customer Service Office located at 604 E. Moody Blvd. Unit 6 or on the City website www.bunnellcity.us under FORMS.



FACILITY ALERTS

- Coquina City Hall located at 200 S. Church Street is not currently available to rent.
- Municipal Park (formerly located at 201 W. Moody Blvd.) is still in the process of being rebuilt at its new location at 1307 E. Howe Street
- One of the bathrooms at the JB King Park (Pavilion A) is closed due to repairs needed due to vandalism done on August 29, 2022

Garage Sale Permits:

The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department. Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year. Speak with the staff in Utility Billing for any questions regarding Garage Sale Permits 386-437-7500 x 3.

Administrative Services

Information Technology

Pulled the network wiring into Suite 5. Awaiting drywall installation and painting to terminate and test wiring. Going to upgrade the switches in all 3 suites. However supply chain issues may cause us to install an older switch temporarily in Suite 5.

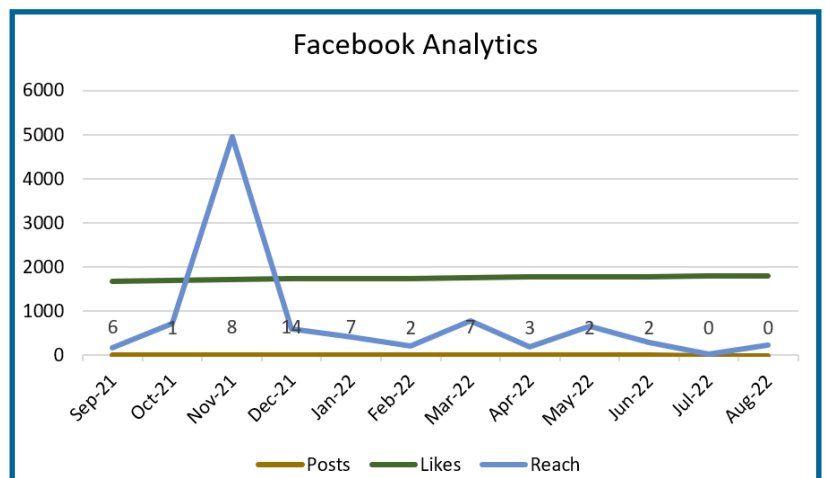
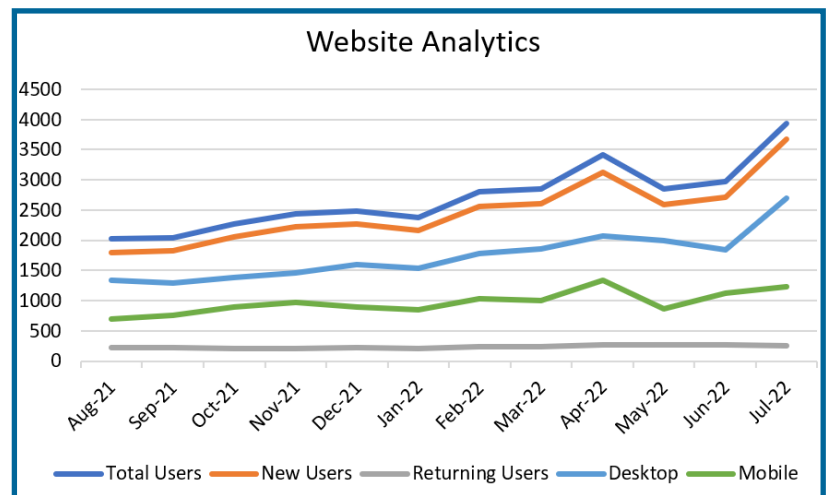
Completed deploying the new hardware as part of the annual replacement program. This is usually done in January, however this year with all of the office moves, put it off incase we needed to purchase equipment to accommodate the moves.

Spent quite a bit of time on the camera system at J.B. King Park. Finished modifying the recorders, and programmed the firewall to allow internet access to the systems. Setup schedules and tested the notifications systems when motion is detected after hours. Further, played back the video for the times of the email notifications to see how many false vs true notifications were received. The system does pretty good with the recognition. Setup notifications to the PD, but then was asked to remove the notifications and asked to find another way.

The state contract with Verizon requires a hardware refresh of our cellular devices every 2 years. Many of our phones are due for an update. Replacement phones have been ordered, but not received as yet.

Top 10 web pages:

1. Home Page
2. Open Positions
3. Building Permits
4. Agendas
5. Human Resources
6. Police
7. Community
8. Contacts Directory
9. Volunteer Boards
10. City Commission



City Clerk Office

The City Clerk Office published agendas for all City's Public meetings: 3 City Commission Meetings (two regular meetings and one workshop), the Planning Zoning and Appeals Board Meeting, and the Code Enforcement Board Meeting.

The Clerk's Office also worked on the following issues throughout the month:

- Wrapped up the remediation of Coquina City Hall
- Facility projects– Municipal Park move; addition of infant and toddler swings at Commissioner Jackson Park, EJ Park and JB King Park; working with consultant for the design for reconstruction of Coquina City Hall
- Work on RFQ for New Administration and Police Department Complex
- Work on and with the 2022 Charter Review Committee
- Preparing for records destruction in accordance with guidelines
- Covering Human Resources face to face tasks and responsibilities
- Assistance to Community Development
- **97.75** hours spent on records requests (on those taking more than 30 minutes to complete)
- Logistics for the Annual Elected Officials Ethics and Sunshine Law training

Business Tax Receipts (BTRs)

Notices for BTR renewals were mailed out June 24, 2022. The City sent out 1,317 BTR Renewal notices for all registered businesses, this includes both in City and out-of-the-City businesses. Payments for FY 22/23 BTR can be processed after July 1, 2022.

Businesses should pay their BTR Renewal fees by September 30, 2022 to avoid paying penalties. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by **September 30th**. The required penalties are as follows: 10% October 1st; 15% November 1st; 20% December 1st; and 25% January 1st.

In the month of August, 310 businesses renewed their BTR. The City collected \$38,020.35 in BTR and Fire Inspection fees for those renewals.

Businesses with questions about their BTR should call the City Clerk Office at 386-437-7500 x 5

2022 Charter Review

The members of the Charter Review Advisory Committee are:

Bonita Robinson (Alternate)

Daisy Henry

Darial Williams

David Wilhite

Gary Masten

Joe Kowalsky

Joe Allen

Michelle Heider

Any recommendations to amend the Charter would be voted on in a Referendum Election to be scheduled with the Regular March 2023 Municipal Election. The Charter Review Committee is submitting their report to the Commission in September.

2023 Municipal Election

The next scheduled election for the City of Bunnell is March 2023. There will be two Commission seats up for election. There will also be a Special Election to fill the vacancy created with the resignation of Commissioner Barnes. These are two different races.

Stay tuned to the City website and this report for information on when the Candidate Handbook will be available. This is a very useful tool for anyone considering running for City Office. It provides very important dates and deadlines for qualifying and campaign reports. This handbook will most likely be ready in late October after voter registration books close.

To be placed on the ballot you must qualify to run. The City Clerk is the Municipal Elections Officer.

If you have questions about the upcoming election, contact the City Clerk.

Human Resources

ANNIVERSARIES: The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:

Shanea Stankiewicz— August 26, 3 Years!

Joseph Sweeney— August 10, 2 Years!

Gerard Lampiasi— August 5, 1 Year!

**HAPPY
ANNIVERSARY**

NEW EMPLOYEES: The City wants to give a warm welcome to our newest employees :

August 8— Joshua Greiner, Water Treatment Plant Operator



WE ARE HIRING. OPEN POSITIONS:

Wastewater Plant Operator

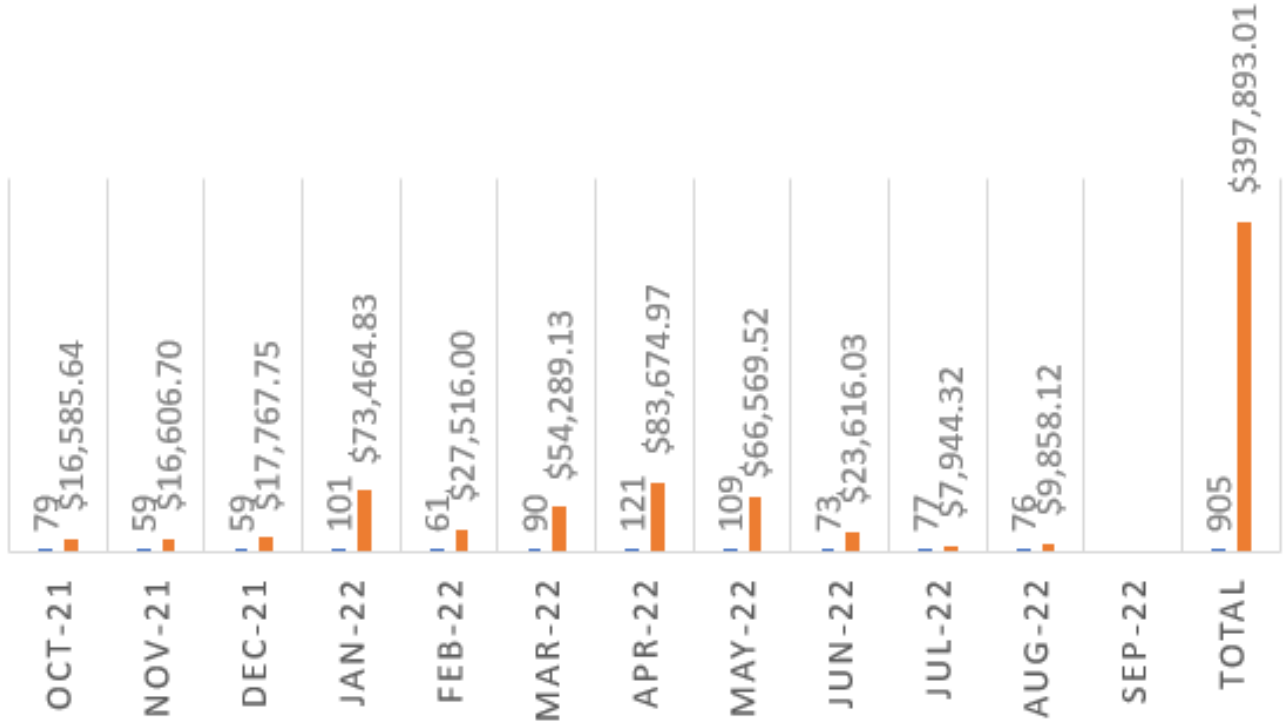
Utility Clerk/ Cashier

Utility Billing Specialist

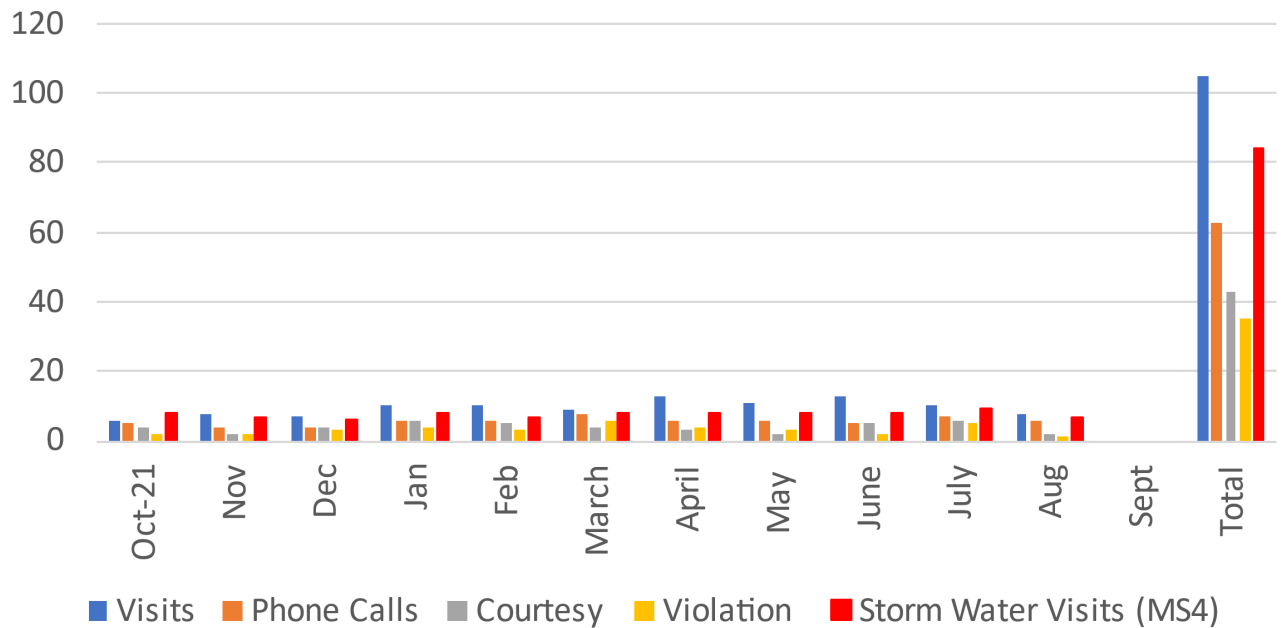
Community Development

PERMITS

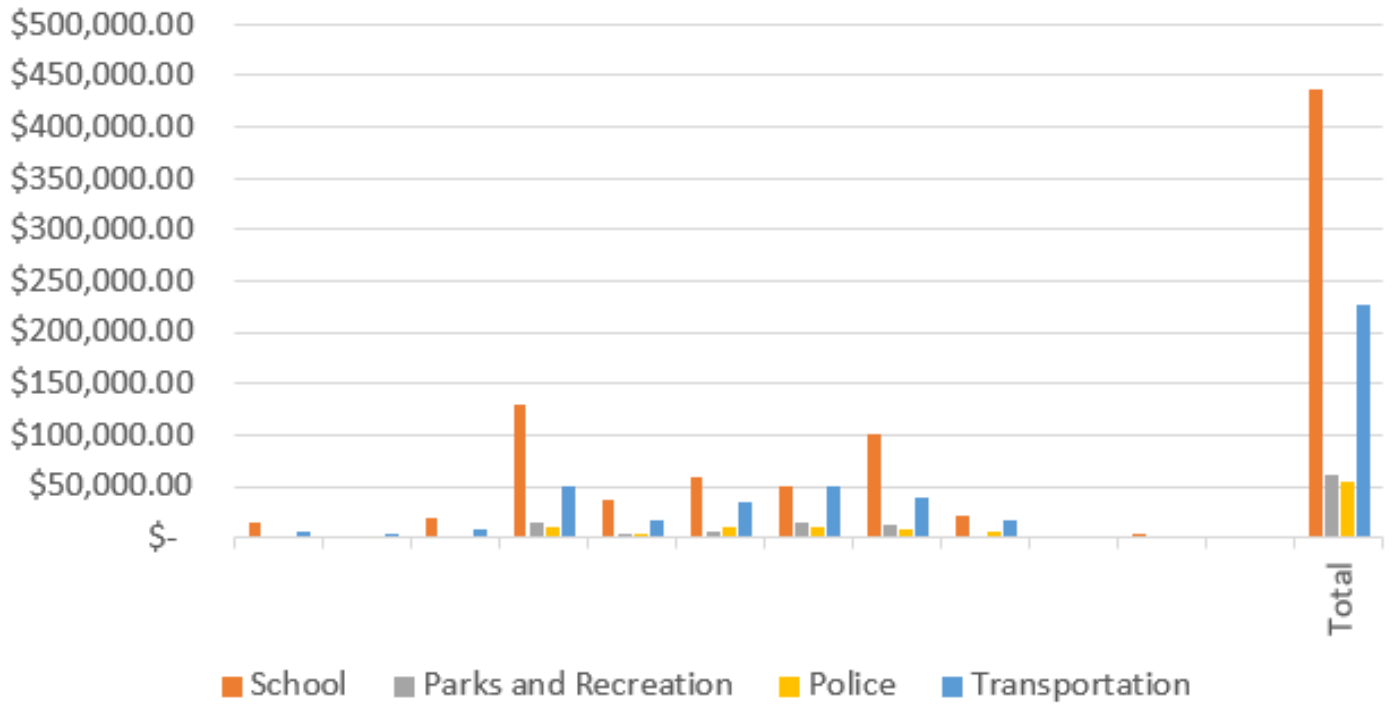
of Permits Permit Amount



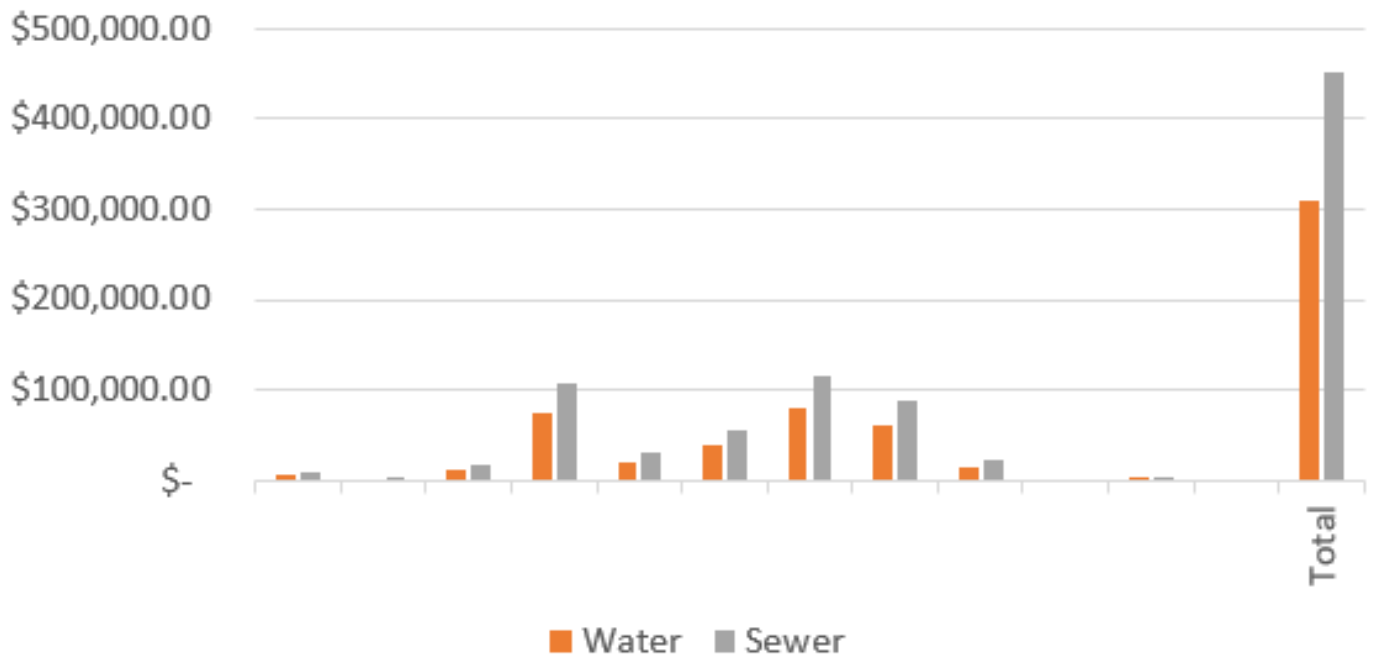
Code Enforcement



Impact Fees General Fund



Impact fees Water/Sewer



Projects

Grant Projects:	Expense	Grant Amt
Community Development Block Grant (CDBG) - Hymon: Design and bid documents in process. Surveying in process.	\$7,500	\$ 700,000
Hazard Mitigation Grant Program (HMGP) - Mobile Generators: Closeout letter pending.	\$122,411	\$ 122,411
2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4: Project completed.	\$441,895	\$ 500,000
Master Plan Projects:		Funding Amt
WWTP Rehab/Expansion Construction Funding:		
SRF Loan Agreement received for review and signature. On priority list for \$2,160,033 loan for FY 23.		\$12,000,000
SJRWMD REDI Grant Agreement in process.		\$ 500,000
Water Protection Grant Funding Army Corp of Engineers Section 5061,WRDA07 Environmental Infrastructure Funding. Agreement in process.		\$ 7,080,000
ACOE Grant Funding This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both. Concurrence on the agreement and signed self-certification of financial capability approved and signed. Agreement in process.		\$ 15,000,000
In-House Projects:	Expense	Budget
Stormwater Culvert Installation - 804 Fifth This is an internal project managed by the City's Infrastructure Public Works Department. Involves installation of grass retention swales and conveyance culverts in the place of the current ditches. Project completed. Closeout in process.	\$5,996	\$15,000

Infrastructure

Capacities WTP/WWTP

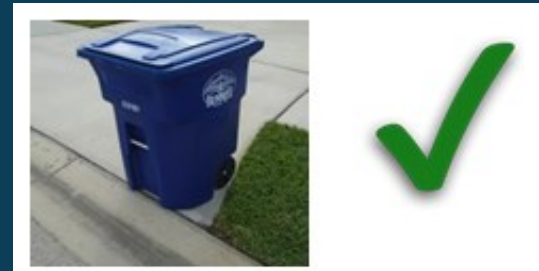
- Capacity for the WWTP in August 2022 was 62% with a total of 4.9" of rainfall. Total influent flow for the month was 11.624MG, with a Daily Average of 0.0.375MG
- The WTP produced 13.156MG of drinking water, with a daily production average of 0.424MG in August 2022.
- Total Billed Meters August- 2,115

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	103.54 Tons	7.96
Residential Recycle	20.74 Tons	1.59
Yard Waste	80 Yards	4
Commercial Garbage	232.99 Tons	17.92
Commercial Cardboard	29.79 Tons	2.29
Scrap Metal	2.71 Tons	.77
Construction & Demolition and Bulk debris	23.43 Tons	6.69
Waste Tires	0	0

Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 to 3 feet of clearance on each side of all carts and ANY obstruction
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck has passed your location
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.



Failing to follow the guidelines may result in service interruption (i.e. the City won't be able to collect your solid waste that day)