

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, February 27, 2023

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. February 27, 2023 Warrant

C.2. Approval of Minutes

a. February 13, 2023 City Commission Meeting Minutes

C.3. Request for Ratification of a Letter of Support from the City Commissioners for the Phoenix Crossing Project for Funding with Federal Home Loan Bank

D. Public Comments:

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

E. Ordinances: (Legislative):

E.1. Ordinance 2023-03 Requesting to amend the Future Land Use Map of the Comprehensive Plan for a 4.8+/- acre portion of a parcel Owned by Gpr1 LLC located at 901 E Moody Blvd, from "Public (PUB)" to "Industrial (IND)" Future Land Use category - Second Reading.

E.2. Ordinance 2023-04 Requesting to change the official zoning map for a 4.8± acre portion of a parcel, owned by Gpr1 LLC, located at 901 E. Moody Blvd, from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial

District" - Second Reading.

- E.3.** Ordinance 2023-05 Amending the Bunnell Code of Ordinance Chapter 34 regarding Open Burning Regulations. - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Request Approval of the City Health Insurance Enrollment 2023
- H.2.** Request to Accept Grand Reserve Phase 4 Potable Water, Sanitary Sewer, and Storm Sewer Collection Piping and Collection Structure (Minus Stormwater Infrastructure Lying in Tracts 4-1, 4-2, and 4-3)
- H.3.** Request for Approval to Purchase An Equipment Trailer for the Infrastructure Mini Track Excavator
- H.4.** Request Approval of Contract# 2023-01 with Collage Design and Construction, Inc for the Bunnell Administration/Police Department Complex Design- Build Project

I. Reports:

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

City Manager Report- January 2023

- **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 February 20, 2023



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant 2/27/2023

Type

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07933 - 02.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Adrian Zapata-Rodriguez					
	01/03/2023	Adrian Zapata-Rodriguez	Reimbursement	001-0521-521.5500	869.80
Vendor Adrian Zapata-Rodriguez Total:					869.80
Vendor: Advance Stores Company, Incorporated					
	11/10/2022	Advance Stores Company, Inco...	dielectric grease	402-0534-534.5265	20.32
	02/01/2023	Advance Stores Company, Inco...	Preventative Maintenance on ...	001-0541-541.4620	76.97
	02/08/2023	Advance Stores Company, Inco...	replace Air filters inner and ou...	001-0541-541.4640	40.58
Vendor Advance Stores Company, Incorporated Total:					137.87
Vendor: AG-PRO, LLC					
	02/15/2023	AG-PRO, LLC	JD TX Gator	001-0541-541.6400	8,016.28
Vendor AG-PRO, LLC Total:					8,016.28
Vendor: Alliant Engineering Inc					
	02/14/2023	Alliant Engineering Inc	Hymon Circle Community & Bl...	001-0538-538.6300	400.00
Vendor Alliant Engineering Inc Total:					400.00
Vendor: Altec Industries, Inc					
	01/17/2023	Altec Industries, Inc	Operational Test Unit Function	001-0541-541.4620	38.75
	01/17/2023	Altec Industries, Inc	Supplied and Environmental Di...	001-0541-541.4620	83.75
	01/17/2023	Altec Industries, Inc	Travel to Customer Location	001-0541-541.4620	465.00
	01/17/2023	Altec Industries, Inc	Freight Estimate	001-0541-541.4620	210.00
	01/17/2023	Altec Industries, Inc	Replace Curbside A Frame Outr..	001-0541-541.4620	1,948.92
	01/17/2023	Altec Industries, Inc	Additional Labor for replacem...	001-0541-541.4620	1,317.50
	01/17/2023	Altec Industries, Inc	Stability Testing	001-0541-541.4620	620.00
Vendor Altec Industries, Inc Total:					4,683.92
Vendor: Boulevard Tire Center					
	02/08/2023	Boulevard Tire Center	utility dept trailer #805.	401-0533-533.4640	371.61
	02/08/2023	Boulevard Tire Center	utility dept trailer #805.	404-0535-535.5265	371.61
Vendor Boulevard Tire Center Total:					743.22
Vendor: Bunnell Auto Supply, Inc.					
	01/26/2023	Bunnell Auto Supply, Inc.	55 Gal DEF	402-0534-534.5200	325.00
	01/31/2023	Bunnell Auto Supply, Inc.	HYD Hose Fittings	402-0534-534.4620	72.96
	11/17/2022	Bunnell Auto Supply, Inc.	Oil Filter for R2	402-0534-534.4620	67.91
	11/29/2022	Bunnell Auto Supply, Inc.	Adapter Pressure Gauge	402-0534-534.4620	69.96
	11/29/2022	Bunnell Auto Supply, Inc.	Adapters	402-0534-534.4620	19.99
	11/29/2022	Bunnell Auto Supply, Inc.	Adapters	402-0534-534.4620	4.99
Vendor Bunnell Auto Supply, Inc. Total:					560.81
Vendor: Charter Communications					
	02/01/2023	Charter Communications	100 Utility St 2.1.23-2.28.23	001-0521-521.4100	695.01
	02/07/2023	Charter Communications	604 E Moody 2.10.23-3.9.23	001-0519-519.4100	219.96
	02/07/2023	Charter Communications	405 E Drain 2.13.23-3.12.23	001-0572-572.4100	209.98
	02/07/2023	Charter Communications	1769 E Moody 2.9.23-3.9.23	001-0521-521.4100	249.96
Vendor Charter Communications Total:					1,374.91
Vendor: DG Hardware, Inc.					
	01/11/2023	DG Hardware, Inc.	Mortar for Brick housing	001-0541-541.5200	100.62
	01/30/2023	DG Hardware, Inc.	Heat shrink kit	402-0534-534.5200	19.37
	10/11/2022	DG Hardware, Inc.	KS Transponder Key Fob	001-0521-521.4620	89.98
	02/03/2023	DG Hardware, Inc.	Gray paint & Purple paint	404-0535-535.5200	253.74
	02/09/2023	DG Hardware, Inc.	Parts to cover dechlorinated w...	404-0535-535.5100	49.15
Vendor DG Hardware, Inc. Total:					512.86
Vendor: Environmental Land Services of Flagler County, Inc					
	01/27/2023	Environmental Land Services of..	Services 1.27.23 - 2.2.23	402-0534-534.3400	4,762.90

Expense Approval Register

Packet: APPKT07933 - 02.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/10/2023	Environmental Land Services of..	2.3.23 - 2.9.23	402-0534-534.3400	4,827.69
		Vendor Environmental Land Services of Flagler County, Inc Total:			9,590.59
Vendor: Expert Chemical Sales & Service LLC					
	12/20/2022	Expert Chemical Sales & Servic...	Foam Soap Cranberry	001-0572-572.5200	192.00
	02/10/2023	Expert Chemical Sales & Servic...	Liners, clorox cleaner, Toilet p...	001-0572-572.5200	817.00
		Vendor Expert Chemical Sales & Service LLC Total:			1,009.00
Vendor: Flagler County Clerk of Courts					
	02/03/2023	Flagler County Clerk of Courts	Recording	001-0512-512.3300	880.00
	02/03/2023	Flagler County Clerk of Courts	Recording	001-0524-524.3300	57.00
		Vendor Flagler County Clerk of Courts Total:			937.00
Vendor: Flagler Humane Society					
	01/31/2023	Flagler Humane Society	Services Through Jan 2023	001-0562-562.3402	2,134.00
		Vendor Flagler Humane Society Total:			2,134.00
Vendor: Florida League of Cities					
	02/19/2023	Florida League of Cities	FLC Actuarial Services	001-0513-513.3200	2,196.30
	02/19/2023	Florida League of Cities	FLC Actuarial Services	401-0533-533.3200	294.60
	02/19/2023	Florida League of Cities	FLC Actuarial Services	402-0534-534.3200	214.50
	02/19/2023	Florida League of Cities	FLC Actuarial Services	404-0535-535.3200	294.60
		Vendor Florida League of Cities Total:			3,000.00
Vendor: Gertrude Bennett					
	02/08/2023	Gertrude Bennett	Refund for rental	001-2201000	125.00
		Vendor Gertrude Bennett Total:			125.00
Vendor: GRAINGER PARTS					
	02/03/2023	GRAINGER PARTS	Replace Broken Timer Spare Ra..	401-0533-533.4640	29.20
	02/03/2023	GRAINGER PARTS	Replace Broken Timer Spare Ra..	401-0533-533.4640	402.87
		Vendor GRAINGER PARTS Total:			432.07
Vendor: Grant Professionals, Inc.					
	01/31/2023	Grant Professionals, Inc.	Services Jan1-Jan31	001-0521-521.3100	1,500.00
		Vendor Grant Professionals, Inc. Total:			1,500.00
Vendor: Hawkins Inc					
	02/10/2023	Hawkins Inc	Chemicals WWTP	404-0535-535.5200	880.00
		Vendor Hawkins Inc Total:			880.00
Vendor: Heritage Landscape Supply Group, Inc.					
	01/03/2023	Heritage Landscape Supply Gr...	Hand Pump Drum	001-0541-541.5265	35.72
		Vendor Heritage Landscape Supply Group, Inc. Total:			35.72
Vendor: ICMA Retirement Corporation					
	01/27/2023	ICMA Retirement Corporation	Annual Fee 1.23-3.23	001-0513-513.4900	250.00
		Vendor ICMA Retirement Corporation Total:			250.00
Vendor: John A. Pascucci					
	02/10/2023	John A. Pascucci	Code Board Hearing 2/8/23 3 ...	001-0524-524.3102	375.00
		Vendor John A. Pascucci Total:			375.00
Vendor: Kimball Midwest					
	02/08/2023	Kimball Midwest	Electrical Hardware, Fastners, ...	001-0549-549.5200	439.21
		Vendor Kimball Midwest Total:			439.21
Vendor: Language Line Services Inc					
	01/31/2023	Language Line Services Inc	over the phone interpretation	001-0512-512.4100	13.44
		Vendor Language Line Services Inc Total:			13.44
Vendor: LOCI Architects, LLC					
	02/09/2023	LOCI Architects, LLC	Southside Blueprint Drawings	001-0572-572.3100	16,972.35
		Vendor LOCI Architects, LLC Total:			16,972.35
Vendor: Lowe's Companies, Inc					
	01/11/2023	Lowe's Companies, Inc	Mortar Mix	001-0541-541.5200	44.05
	11/04/2022	Lowe's Companies, Inc	Blue Bldg Faucet Repair	001-0541-541.4610	29.66
	02/15/2023	Lowe's Companies, Inc	Swifer wet jet refill 5 boxes pa...	001-0572-572.5200	137.09
	02/16/2023	Lowe's Companies, Inc	32 ft ext Ladder 1/2 In twist R...	401-0533-533.5205	436.06

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	01/16/2023	Lowe's Companies, Inc	32 ft ext Ladder 1/2 In twist R...	404-0535-535.5265	20.88
	02/03/2023	Lowe's Companies, Inc	Dewalt Drill, Impact set, Blade	001-0572-572.5265	266.90
		Vendor Lowe's Companies, Inc Total:			934.64
Vendor: MacData LLC					
	02/15/2023	MacData LLC	Pre Employment Zuromski &...	001-0511-511.3400	60.00
		Vendor MacData LLC Total:			60.00
Vendor: McGrath RentCorp and Subsidiaries					
	01/21/2023	McGrath RentCorp and Subsidi...	Rent 1.21.23 - 2.19.23	001-0519-519.4400	1,885.70
		Vendor McGrath RentCorp and Subsidiaries Total:			1,885.70
Vendor: Michael Leo Dove					
	02/09/2023	Michael Leo Dove	1.19.23 - 2.3.23	001-0524-524.3401	1,295.00
		Vendor Michael Leo Dove Total:			1,295.00
Vendor: MLG Municipal Services LLC					
	02/14/2023	MLG Municipal Services LLC	Mar-23 Building officil Monthly..	001-0524-524.3401	2,400.00
		Vendor MLG Municipal Services LLC Total:			2,400.00
Vendor: NextEra Energy Inc					
	01/03/2023	NextEra Energy Inc	37400-05982 Jan-3	404-0535-535.4300	204.45
	01/03/2023	NextEra Energy Inc	37390-07957 Jan	404-0535-535.4300	3,555.85
	01/30/2023	NextEra Energy Inc	02735-15254 Dec	404-0535-535.4300	45.96
	01/30/2023	NextEra Energy Inc	02735-15254 Jan 30	404-0535-535.4300	47.27
	01/30/2023	NextEra Energy Inc	06115-08987 Jan 30	404-0535-535.4300	35.73
	01/30/2023	NextEra Energy Inc	01455-03937 Jan 30	404-0535-535.4300	360.23
	01/30/2023	NextEra Energy Inc	16525-04919 Jan 30	404-0535-535.4300	6,115.86
	01/30/2023	NextEra Energy Inc	16885-09957 Jan 30	404-0535-535.4300	33.93
	01/30/2023	NextEra Energy Inc	27076-01973 Jan 30	404-0535-535.4300	30.46
	01/30/2023	NextEra Energy Inc	27516-03917 Jan 30	404-0535-535.4300	105.77
	01/30/2023	NextEra Energy Inc	50935-93118 Jan 30	404-0535-535.4300	54.83
	01/30/2023	NextEra Energy Inc	51926-14112 Jan 30	404-0535-535.4300	58.06
	01/30/2023	NextEra Energy Inc	56661-53118 Jan 30	404-0535-535.4300	103.42
	12/30/2022	NextEra Energy Inc	06115-08987 Dec 30	404-0535-535.4300	35.47
	12/30/2022	NextEra Energy Inc	16455-03937 Dec 30	404-0535-535.4300	369.21
	12/30/2022	NextEra Energy Inc	16525-04919 Dec 30	404-0535-535.4300	5,881.85
	12/30/2022	NextEra Energy Inc	16885-09957 Dec 30	404-0535-535.4300	33.47
	12/30/2022	NextEra Energy Inc	27076-01973 Dec 30	404-0535-535.4300	30.48
	12/30/2022	NextEra Energy Inc	27516-03917 Dec 30	404-0535-535.4300	98.96
	12/30/2022	NextEra Energy Inc	50935-93118 Dec 30	404-0535-535.4300	31.34
	12/30/2022	NextEra Energy Inc	51926-14112 Dec 30	404-0535-535.4300	33.77
	12/30/2022	NextEra Energy Inc	56661-53118 Dec 30	404-0535-535.4300	96.49
	02/01/2023	NextEra Energy Inc	37390-07957 Feb 1	404-0535-535.4300	3,550.58
	02/01/2023	NextEra Energy Inc	37400-05982 Feb 1	404-0535-535.4300	208.66
	02/02/2023	NextEra Energy Inc	47533-10046 Feb 3	404-0535-535.4300	75.07
	02/03/2023	NextEra Energy Inc	09445-94365 Feb 3	404-0535-535.4300	27.58
	02/03/2023	NextEra Energy Inc	23515-07823 Feb 3	404-0535-535.4300	26.63
	02/06/2023	NextEra Energy Inc	16239-97200 Feb 6	404-0535-535.4300	35.92
	02/06/2023	NextEra Energy Inc	56821-04848 Feb 6	404-0535-535.4300	27.19
	02/06/2023	NextEra Energy Inc	56831-02874 Feb 6	404-0535-535.4300	81.62
	02/06/2023	NextEra Energy Inc	59268-64496 Feb 6	404-0535-535.4300	94.52
	02/06/2023	NextEra Energy Inc	01235-95431 Feb 6	404-0535-535.4300	12.82
	02/06/2023	NextEra Energy Inc	01408-42220 Feb 6	404-0535-535.4300	86.78
	02/06/2023	NextEra Energy Inc	04369-52212 Feb 6	404-0535-535.4300	29.33
	02/06/2023	NextEra Energy Inc	04799-99278 Feb 6	404-0535-535.4300	86.36
	02/06/2023	NextEra Energy Inc	05365-06116 Feb 6	404-0535-535.4300	31.01
	02/06/2023	NextEra Energy Inc	08857-07703 Feb 6	404-0535-535.4300	4,513.64
	02/06/2023	NextEra Energy Inc	14322-90094 Feb 6	404-0535-535.4300	1,394.25
	02/06/2023	NextEra Energy Inc	19639-02331 Feb 6	404-0535-535.4300	12.82
	02/06/2023	NextEra Energy Inc	24515-76322 Feb 6	404-0535-535.4300	41.56
	02/06/2023	NextEra Energy Inc	25840-57588 Feb 6	404-0535-535.4300	27.43
	02/06/2023	NextEra Energy Inc	26391-00821 Feb 6	404-0535-535.4300	31.56
	02/06/2023	NextEra Energy Inc	28635-95142 Feb 6	404-0535-535.4300	64.03

Expense Approval Register

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/06/2023	NextEra Energy Inc	29732-82177 Feb	404-0535-535.4300	12.82
	02/06/2023	NextEra Energy Inc	34080-03816 feb	404-0535-535.4300	111.21
	02/06/2023	NextEra Energy Inc	38244-16469 Feb	404-0535-535.4300	218.08
	02/06/2023	NextEra Energy Inc	39472-13538 Feb	404-0535-535.4300	27.43
	02/06/2023	NextEra Energy Inc	46834-52215 Feb 6	404-0535-535.4300	30.04
	02/06/2023	NextEra Energy Inc	48483-68421 Feb 6	404-0535-535.4300	101.79
	02/06/2023	NextEra Energy Inc	48784-38110 Feb 6	404-0535-535.4300	30.29
	02/06/2023	NextEra Energy Inc	56811-06810 Feb 6	404-0535-535.4300	225.53
	02/06/2023	NextEra Energy Inc	60520-97182 Feb 6	404-0535-535.4300	12.82
	02/06/2023	NextEra Energy Inc	66101-01831 Feb 6	404-0535-535.4300	146.72
	02/06/2023	NextEra Energy Inc	66311-06884 Feb 6	404-0535-535.4300	40.75
	02/06/2023	NextEra Energy Inc	67305-62219 Feb 6	404-0535-535.4300	-2.41
	02/06/2023	NextEra Energy Inc	67468-67586 Feb 6	404-0535-535.4300	27.43
	02/06/2023	NextEra Energy Inc	68117-21478 Feb 6	404-0535-535.4300	12.82
	02/06/2023	NextEra Energy Inc	76171-09884 Feb 6	404-0535-535.4300	76.12
	02/06/2023	NextEra Energy Inc	79034-46115 Feb 6	404-0535-535.4300	12.82
	02/06/2023	NextEra Energy Inc	82864-01883 Feb	404-0535-535.4300	38.51
	02/06/2023	NextEra Energy Inc	90810-48119 Feb 6	404-0535-535.4300	29.55
	02/06/2023	NextEra Energy Inc	93326-9348 Feb 6	404-0535-535.4300	12.82
	02/06/2023	NextEra Energy Inc	95527-02467 Feb	404-0535-535.4300	28.40
	02/06/2023	NextEra Energy Inc	99040-97517 Feb	404-0535-535.4300	75.71
			Vendor NextEra Energy Inc	Total:	29,091.47
Vendor: Nextran					
	02/08/2023	Nextran	Unit 929 (Mack) repairs for var...	402-0534-534.4620	2,166.41
			Vendor Nextran Total:		2,166.41
Vendor: Norman E Hoffman					
	01/24/2023	Norman E Hoffman	Richard Coury	001-0521-521.4900	325.00
			Vendor Norman E Hoffman Total:		325.00
Vendor: Oceans Group, Inc.					
	02/09/2023	Oceans Group, Inc.	Repairs to fence at Heritage Pa...	001-0572-572.4610	1,035.00
			Vendor Oceans Group, Inc. Total:		1,035.00
Vendor: Palm Coast Observer, LLC					
	02/16/2023	Palm Coast Observer, LLC	Sizemore FLU Change	001-0512-512.4800	195.00
	02/16/2023	Palm Coast Observer, LLC	Sizemore Zoning Change	001-0512-512.4800	182.00
			Vendor Palm Coast Observer, LLC Total:		377.00
Vendor: Power & Pumps Inc					
	02/02/2023	Power & Pumps Inc	Eurodrn71MS6/FG/DH Motor	404-0535-535.4640	1,120.94
			Vendor Power & Pumps Inc Total:		1,120.94
Vendor: Preferred Governmental Insurance Trust					
	03/01/2023	Preferred Governmental Insur...	Agreement #WC FL1 0182002	001-2182000	5,702.75
			Vendor Preferred Governmental Insurance Trust Total:		5,702.75
Vendor: Process Control Services					
	02/03/2023	Process Control Services	Troubleshoot well Operation T...	401-0533-533.4640	400.00
			Vendor Process Control Services Total:		400.00
Vendor: Progressive Power Products, Inc.					
	02/01/2023	Progressive Power Products, I...	Repair Transmmission Wire Ha...	402-0534-534.4620	1,564.00
			Vendor Progressive Power Products, Inc. Total:		1,564.00
Vendor: Public Risk Insurance Advisors					
	01/31/2023	Public Risk Insurance Advisors	3rd Installment Policy PK FL 10...	001-1551000	80,348.50
	01/31/2023	Public Risk Insurance Advisors	Policy Change	001-1551000	2,438.00
			Vendor Public Risk Insurance Advisors Total:		82,786.50
Vendor: Rayco Funding & Development, Inc					
	02/14/2023	Rayco Funding & Development...	Pump dewatering box	404-0535-535.3400	1,575.00
			Vendor Rayco Funding & Development, Inc	Total:	1,575.00
Vendor: RDK TRUCK SALES AND SERVICE INC					
	01/17/2023	RDK TRUCK SALES AND SERVIC...	Filter Element	402-0534-534.4620	113.50

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(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/06/2023	RDK TRUCK SALES AND SERVIC...	Steel Tube Fork Cylinder	402-0534-534.4620	180.50
			Vendor RDK TRUCK SALES AND SERVICE INC	Total:	294.00
Vendor: Staples Inc					
	02/13/2023	Staples Inc	Contract Rate 2.13-3.12	001-0511-511.5400	68.75
			Vendor Staples Inc Total:		68.75
Vendor: Staples, Inc					
	01/11/2023	Staples, Inc	Manila Envelope	001-0521-521.5100	63.98
	01/09/2023	Staples, Inc	Binder clips, Lable printer, Dat...	001-0521-521.5100	48.00
	01/09/2023	Staples, Inc	Case of copy paper	001-0521-521.5100	46.99
			Vendor Staples, Inc Total:		158.97
Vendor: Terry Taylor Ford Company					
	02/13/2023	Terry Taylor Ford Company	Service Vehicle 2005	001-0521-521.4620	59.99
			Vendor Terry Taylor Ford Company Total:		59.99
Vendor: Trailco Group, Inc					
	02/15/2023	Trailco Group, Inc	March 2023 Unit 4/5/6	001-0519-519.4400	1,680.00
	02/15/2023	Trailco Group, Inc	March 2023 Unit 4/5/6	401-0533-533.4400	420.00
	02/15/2023	Trailco Group, Inc	March 2023 Unit 4/5/6	404-0535-535.4400	420.00
			Vendor Trailco Group, Inc Total:		2,520.00
Vendor: Tyler Technologies					
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0512-512.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0513-513.5230	19,430.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0516-516.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0521-521.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0521-521.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0538-538.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0541-541.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0549-549.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	001-0572-572.5230	984.92
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	401-0533-533.5230	6,412.42
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	402-0534-534.5230	5,721.88
	02/01/2023	Tyler Technologies	Annual SaaS Fees Yr 3 2.2.23-1...	404-0535-535.5230	6,412.42
			Vendor Tyler Technologies	Total:	45,857.00
Vendor: U Name It					
	02/09/2023	U Name It	Polos, Name Plate, Name Bad...	001-0511-511.4700	98.96
			Vendor U Name It Total:		98.96
Vendor: Verizon Connect Telo Inc.					
	02/01/2023	Verizon Connect Telo Inc.	2.01.23 - 2.28.23	001-0541-541.4100	76.40
	02/01/2023	Verizon Connect Telo Inc.	2.01.23 - 2.28.23	001-0572-572.4100	57.30
	02/01/2023	Verizon Connect Telo Inc.	2.01.23 - 2.28.23	401-0533-533.4100	76.40
	02/01/2023	Verizon Connect Telo Inc.	2.01.23 - 2.28.23	402-0534-534.4100	190.50
	02/01/2023	Verizon Connect Telo Inc.	2.01.23 - 2.28.23	404-0535-535.4100	76.40
			Vendor Verizon Connect Telo Inc. Total:		477.00
Vendor: Wastequip					
	02/15/2023	Wastequip	8yd Dumpsters	402-0534-534.5264	3,233.00
	02/15/2023	Wastequip	6yd Dumpsters	402-0534-534.5264	3,828.00
	02/15/2023	Wastequip	2yd Dumpsters	402-0534-534.5264	1,092.00
	02/15/2023	Wastequip	4yd Dumpsters	402-0534-534.5264	743.00
			Vendor Wastequip Total:		8,896.00
Vendor: Wells Fargo Financial Leasing, Inc					
	02/15/2023	Wells Fargo Financial Leasing, ...	Contract 450-7740208-004 2/...	001-0512-512.4400	110.99
	02/15/2023	Wells Fargo Financial Leasing, ...	Contract 450-7740208-004 2/...	001-0513-513.4400	110.99
	02/15/2023	Wells Fargo Financial Leasing, ...	Contract 450-7740208-004 2/...	001-0521-521.4400	110.99
	02/15/2023	Wells Fargo Financial Leasing, ...	Contract 450-7740208-004 2/...	001-0524-524.4400	111.00
			Vendor Wells Fargo Financial Leasing, Inc Total:		443.97
Vendor: Zev Cohen & Associates, Inc.					
	02/10/2023	Zev Cohen & Associates, Inc.	Commerce Parkway Utility Plan..	4011F-0533-533.6300	7,034.24

Expense Approval Register

Packet: APPKT07933 - 02.27.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	02/10/2023	Zev Cohen & Associates, Inc.	Commerce Parkway Utility Plan..	404IF-0535-535.6300	7,034.24
			Vendor Zev Cohen & Associates, Inc. Total:		14,068.48
			Grand Total:		260,655.58

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	167,939.35
401 - WATER	8,843.16
401IF - Water Impact Fees	7,034.24
402 - SOLID WASTE	29,238.38
404 - SEWER	40,566.21
404IF - Sewer Impact Fees	7,034.24
Grand Total:	260,655.58

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3400	Other Contract Services	60.00
001-0511-511.4700	Printing / Binding Expense	98.96
001-0511-511.5400	Memberships, Publication...	68.75
001-0512-512.3300	Recording Fees	880.00
001-0512-512.4100	Communications Expense	13.44
001-0512-512.4400	Rentals/Leases	110.99
001-0512-512.4800	Advertising	377.00
001-0512-512.5230	Software	984.92
001-0513-513.3200	Accounting & Auditing Ex...	2,196.30
001-0513-513.4400	Rental / Lease Expense	110.99
001-0513-513.4900	Other Current Chgs - Adm...	250.00
001-0513-513.5230	Software	19,430.92
001-0516-516.5230	Software	984.92
001-0519-519.4100	Communications Expense	219.96
001-0519-519.4400	Rental/Lease	3,565.70
001-0521-521.3100	Professional Services Exp...	1,500.00
001-0521-521.4100	Communications Expense	944.97
001-0521-521.4400	Rental / Lease Expense	110.99
001-0521-521.4620	Repair / Maint - Vehicles	149.97
001-0521-521.4900	Other Current Chgs & Obl...	325.00
001-0521-521.5100	Office Supplies Expenses	158.97
001-0521-521.5230	Software	1,969.84
001-0521-521.5500	Training	869.80
001-0524-524.3102	Legal Services	375.00
001-0524-524.3300	Recording Fees	57.00
001-0524-524.3401	Bldg / Fire Inspection Exp -..	3,695.00
001-0524-524.4400	Rental / Lease Expense	111.00
001-0538-538.5230	Software	984.92
001-0538-538.6300	Improvements - Other Th...	400.00
001-0541-541.4100	Communications Expense	76.40
001-0541-541.4610	Repair / Maint - Bldgs	29.66
001-0541-541.4620	Repair / Maint - Vehicles	4,760.89
001-0541-541.4640	Equipment Repair & Maint..	40.58
001-0541-541.5200	Operating Supplies	144.67
001-0541-541.5230	Software	984.92
001-0541-541.5265	Tools	35.72
001-0541-541.6400	Machinery/Equipment Ex...	8,016.28
001-0549-549.5200	Operating Supplies	439.21
001-0549-549.5230	Software	984.92
001-0562-562.3402	Humane Society Contract	2,134.00
001-0572-572.3100	Professional Services Exp...	16,972.35
001-0572-572.4100	Communications Expense	267.28
001-0572-572.4610	Repair / Maint - Bldgs	1,035.00
001-0572-572.5200	Operating Supplies	1,146.09
001-0572-572.5230	Software	984.92
001-0572-572.5265	Tools	266.90
001-1551000	Prepaid Expenses - Gen	82,786.50
001-2182000	WC Payable	5,702.75
001-2201000	Deposits Paybl - CtyHall/C...	125.00

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.3200	Accounting & Auditing Ex...	294.60
401-0533-533.4100	Communications Expense	76.40
401-0533-533.4400	Rental / Lease Expense	420.00
401-0533-533.4640	Repair / Maint - Equipme...	1,203.68
401-0533-533.5205	Operating Supplies Exp - ...	436.06
401-0533-533.5230	Software	6,412.42
401IF-0533-533.6300	Improvements Other Than..	7,034.24
402-0534-534.3200	Accounting & Auditing - So..	214.50
402-0534-534.3400	Other Contract Services - ...	9,590.59
402-0534-534.4100	Communications - Solid ...	190.50
402-0534-534.4620	Repair/Maint Vehicles - So..	4,260.22
402-0534-534.5200	Operating Supplies	344.37
402-0534-534.5230	Software	5,721.88
402-0534-534.5264	Small Equipment - Solid ...	8,896.00
402-0534-534.5265	Tools	20.32
404-0535-535.3200	Accounting and Auditing	294.60
404-0535-535.3400	Other Contractual Services	1,575.00
404-0535-535.4100	Communications	76.40
404-0535-535.4300	Utilities	29,091.47
404-0535-535.4400	Rentals/Leases	420.00
404-0535-535.4640	Repairs & Maint. - Equip...	1,120.94
404-0535-535.5100	Office Supplies	49.15
404-0535-535.5200	Operating Supplies	1,133.74
404-0535-535.5230	Software	6,412.42
404-0535-535.5265	Tools	392.49
404IF-0535-535.6300	Improvements Other Than..	7,034.24
	Grand Total:	260,655.58

Project Account Summary

Project Account Key	Expense Amount
None	246,187.10
CDBG-Hymon COB	400.00
FCCP Sewer Impact Fees	7,034.24
FCCP Water Impact Fees	7,034.24
	Grand Total:
	260,655.58



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

PETE YOUNG

Bunnell CITY COMMISSION MEETING

Monday, February 13, 2023

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: Mayor Catherine D. Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Tonya Gordon; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Community Development Director Bernadette Fisher; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Invocation for Our Military Troops and National Leaders:

Mayor Robinson asked everyone to keep Donnie Brock, Flagler County resident and government employee, in their prayers.

Pastor Daisey Henry led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Teen Dating Violence Awareness Month

Mayor Robinson read the proclamation into the record. Shinece Carr of the Family Life Center accepted the proclamation and thanked the City for their support. Kelly Garcia, Family Life Center Youth Advocate, reported statistics on teen dating violence; she read a poem written by a teen who had experienced abuse. Robyn Chamberlin, Family Life Center Sexual Assault Service Manager, spoke to the need to be aware of what is going on with teenagers.

C. Consent Agenda:

C.1. Approval of Warrant

a. February 13, 2023 Warrant

C.2. Approval of Minutes

a. January 23, 2023 City Commission Meeting Minutes

b. January 27, 2023 City Commission Workshop Minutes- Commission Advance

C.3. Request Approval for Amendment #1 to Mutual Consent Agreement 2022-03 with Asphalt Paving Systems, Inc. for Micro-Surfacing Continuing Services

C.4. Request Approval to Renew the Connect Consulting, Inc. Mutual Consent Agreement #2022-04

C.5. Request Approval of Agreement and Renewal of Contract# 2021-02 for Service

between Flagler Humane Society and City of Bunnell.

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 Street)- complimented a City employee she spoke with about a problem at 202 E Drain Street. She appreciated how he answered her questions and updated her on the project. She attended a meeting at the Housing Authority to learn more about the proposed street closing; she asked the City to consider this request and the closing of this street carefully as she feels this is action that is targeting a neighborhood and the residents in that neighborhood.

Jean Johnson (Old Haw Creek Road)- said she has been to several meetings to report about the canal adjacent to her property and feels there have been different answers provided to her each time. She asked if there has been any updates or changes to what is planned to fix the canal that is next to her property.

At the request of the Mayor, City Manager Jackson responded to Public Comments: City Manager Jackson stated during the staff research to address concerns brought up by Mrs. Johnson the City became aware of the Attorney General Opinion and the case law reference in that opinion regarding the use of public funds and public funds cannot be used to make repairs on private property. He further advised the County working on a Stormwater Study which will cover the overall stormwater flow across the entire County. The City of Bunnell is also planning to conduct on a stormwater study focusing specifically on the City; however, the funding that would be provided to conduct the type of study needed is still a year or two out.

E. Ordinances: (Legislative):

E.1. Ordinance 2023-03 Requesting to amend the Future Land Use Map of the Comprehensive Plan for a 4.8+/- acre portion of a parcel Owned by Gpr1 LLC located at 901 E Moody Blvd, from "Public (PUB)" to "Industrial (IND)" Future Land Use category - First Reading.

City Attorney Waters read the short title into the record.

Motion: Approve Ordinance 2023-03 Requesting to amend the Future Land Use Map of the Comprehensive Plan for a 4.8+/- acre portion of a parcel Owned by Gpr1 LLC located at 901 E Moody Blvd, from "Public (PUB)" to "Industrial (IND)" Future Land Use category - First Reading.

Motion by: Vice Mayor Rogers

Second by: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2023-04 Requesting to change the official zoning map for a 4.8± acre portion of a parcel, owned by Gpr1 LLC, located at 901 E. Moody Blvd, from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District" - First Reading.

City Attorney Waters read the short title into record.

Motion: Approve Ordinance 2023-04 Requesting to change the official zoning map for a 4.8± acre portion of a parcel, owned by Gpr1 LLC, located at 901 E. Moody Blvd, from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District" - First Reading.

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Approval of the International Union of Police Associations (IUPA) Agreement for the Bunnell Police Department.

City Manager Jackson introduced and explained the item. This has been a long process because of the changes made in the Unions. Additionally, this took a bit more time because this contract was a complete overhaul of previous contracts; it is more modern and update to date with standard practices and will assist the Chief with recruiting and retention.

Motion: Approve of the International Union of Police Associations (IUPA) Agreement for the Bunnell Police Department.

Motion by: Commissioner Schultz

Second by: Commissioner Young

Board Discussion: Commissioner Young asked when the agreement would become effective. City Manager Jackson replied as of tomorrow.

Public Discussion: None

Vote: Motion carried unanimously

I. Reports:

- **City Clerk** - None
- **Police Chief**- thanked the Mayor and Commission for their support on the contract tonight. He reported on monthly statistics for the department and events the Police Department had participated in during the month of January. Chief Brannon reported the Police Department participated in the Flagler Women's Club Chili Challenge for First Responders and was proud to report Bunnell took 1st place in "Fan Favorite" and 2nd place overall.
- **City Attorney**- reported the contract for the new administration building is moving forward and staff hopes to have that before the Commission soon.
- **City Manager**- reported the State Legislative funding requests have been submitted; the City is seeking continued funding for the Coquina City Hall and for the Master Utility Plan infrastructure projects.
- **Mayor and City Commissioners**
 - **Commissioner Gordon** – stated she was sorry to have missed the Advance, but is very glad the Commission is showing so much support and funding for the Police Department. She welcomed Commissioner Young to the Commission.
 - **Commissioner Schultz** – reported she attend the TPO Board Meeting. She attended the Chili cook off as well and her husband stated that Chief's white chicken chili was the best he has ever had.
 - **Commissioner Young** – None
 - **Vice Mayor Rogers** – asked everyone to keep Donnie Brock in their prayers and spoke to his lifetime of public service in Flagler County.

- o **Mayor Robinson** – stated she felt the Commission Advance went very well and was beneficial. She thanked staff for all the hard work to pull the Commission Advance together and have it run smoothly. She reported the MLK Day Parade was a success with good attendance.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Meeting adjourned: 7:47 PM

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: 2/10/2023 Amount:
Department: Community Development Account #:
Subject: Request for Ratification of a Letter of Support from the City Commissioners
for the Phoenix Crossing Project for Funding with Federal Home Loan Bank
Agenda Section: Consent Agenda:
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Letter to be Ratified by Commission	Exhibit

Summary/Highlights:

This is a request for a letter of support for a project planned for the City of Bunnell.

Background:

Ms. Shank is asking for a written letter of support from the City as she seeks funding for the Phoenix Crossing project from the Federal Home Loan Bank.

The Phoenix Crossing project is a Permanent Supportive Housing Development in Flagler County near the intersection of Elkin Street and North Main Street.

Staff Recommendation:

Ratify the Letter of Support signed by the Vice Mayor on February 10, 2023 on behalf of the City endorsing and supporting funding for the Phoenix Crossing project.

City Attorney Review:

No legal issues

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

TINA-MARIE SCHULTZ

PETE YOUNG

February 13, 2023

Federal Home Loan Bank
c/o Mr. Kirk Malmberg
1475 Peachtree Street NE
Atlanta, Georgia 30309

Dear Mr. Malmberg:

This letter is written in support of the requested funding through Federal Home Loan Bank, Atlanta submitted by Abundant Life Ministries-Hope House, Incorporated doing business as Phoenix Crossings. Phoenix Crossings is choosing to enhance the quality of life for children, youth and adults with an objective of providing a Permanent Supportive Housing development in the City of Bunnell to serve Flagler County in total.

Phoenix Crossings development is seen as an opportunity to provide a safe haven that will offer greater sustainability to our community as a whole. The diligent efforts of Sandra Shank, CEO/Founder of Abundant Life Ministries-Hope House, Incorporation is striving to set a milestone that provides a safe destination for youth aging out of foster care; adults with disability conditions; and extremely low income individuals and families.

This project is located in the Community Redevelopment Area (also referred to as Neighborhood Stabilization Plan) identified by the City as a target area for the receipt of federal, state, or local government funding or support services in the stabilization of the neighborhood.

One of the goals for the City of Bunnell, is to support programs and agencies who work with individuals and families in crisis and to interact with various community agencies. This organization provides a tremendous outreach for the total community and one that is in great need. I can say that your funds at best would be an investment in one of the most improvement movements in Flagler County.

Please consider this letter as our strong endorsement and support for funding of this important program.

Sincerely,

A handwritten signature in dark ink, appearing to read "John Rogers". The signature is fluid and cursive, with the first name "John" being particularly prominent.

John Rogers
Vice-Mayor, City of Bunnell

Please note that due to the short notice of the request for this letter of support, I have signed this letter prior to receiving approval by the City of Bunnell City Commission. As a result, this letter of support is subject to final ratification by the Bunnell City Commission at its next meeting, which is February 27, 2023. While I do not anticipate it, if the Commission chooses not to ratify this letter of support, the City will notify you. If you hear nothing, please take that as the Commission's ratification of this letter of support. Please don't take these technicalities to mean that this letter is anything other than full support for this project; rather, this is mentioned only in an attempt to comply with the letter and spirit of the City's Charter and governing ordinances.



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 2/6/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-03 Requesting to amend the Future Land Use Map of the Comprehensive Plan for a 4.8+/- acre portion of a parcel Owned by Gpr1 LLC located at 901 E Moody Blvd, from "Public (PUB)" to "Industrial (IND)" Future Land Use category - Second Reading.
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance 2023-03 FLUM Amendment	Ordinance
Proposed FLU Map	Location Map(s)

Summary/Highlights:

The applicant, Duane Sizemore, is requesting a small-scale Future Land Use Map amendment to the City of Bunnell Comprehensive Plan to adjust the Future Land Use Map (FLUM) designation of 4.8± acre portion of the property from the "Public (PUB)" to the "Industrial (IND)" Future Land Use designation.

There is a companion rezoning request to amend the Official zoning map designation of the subject portion of the property from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District".

In accordance with the local notification procedures, letters providing the notice of First Reading were mailed on January 10, 2023, to adjacent property owners within 300 ft of the subject property within the City of Bunnell. The property was posted with information on First Reading on January 10, 2023.

This item was last heard at the February 13, 2023 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the February 16, 2023 edition of the Palm Coast Observer.

Background:

The matter presented by the applicant, Duane Sizemore, is an application for an amendment to the Future Land Use Map (FLUM) for 4.8± acre portion of the 6.74± acre parcel. the 4.8± acre portion is currently designated as Public (PUB). The applicant request is to change the 4.8± acres as previously mentioned to the Industrial (IND) designation and while maintaining the Commercial-Medium (COM-M) designation on the remaining 2± acre portion of the site abutting State Road 100, commonly known as East Moody Boulevard.

If approval is granted for this request, the applicant has stated plans to operate a welding and fabrication shop.

In determining consistency and compatibility with the adopted Comprehensive Plan and adjacent uses, in support of the proposal there are several Comprehensive plan Objectives and Policies which should be considered;

FLU Objective 2.2, which reads, "The City's land use plan shall prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments within the existing urban area.

This applies to the subject request, due to the subject property being positioned in the area defined as the urban area of the City.

Furtherly, FLU Policy 3.2.1 reads, "The City shall continue to implement the recommendations for the City of Bunnell Community Redevelopment Area (CRA).

The applicant referenced in the Project Narrative that accompanies the Future Land Use Map Amendment application, in the Community Redevelopment Area Plan, the subject site is referenced as a top priority for reuse of subject property.

Additional support is found in FLU Policy 3.2.2, of the Comprehensive Plan, that gives direction for the City to actively pursue and participate in redevelopment projects that will add to the City's quality of life and economic Vitality. To achieve referenced policies, the redevelopment activity is said in concert with the request, IND Future Land Use category accommodates light to heavy commercial, business and industrial uses. One of the appropriate uses include mixed-use non-residential uses. In concert with the Policies and Objectives mentioned throughout the adopted 2035 Comprehensive Plan, is Goal 8, Employment Center Overlay, FLU Objective 17, which express the intent of this overlay district is to allow for mix of businesses, commercial industrial and residential uses that support the surrounding land uses in way of providing a transition among each use type.

The applicant, Duane Sizemore, provided a statement of purpose, for the site with plans to utilize the subject property as a welding and fabrication shop, but when in the process of conducting research of the property, discovered was that in order to achieve the rights to operate the use of interest, a Future Land Use Map Amendment approval is required.

The parcel's current Future Land Use designation is "Public (PUB)". This land use, under FLU Policy 12.1, is intended for accommodating public and semi-public services including but not limited to government administration buildings, public schools, essential public services and facilities, etc. The maximum intensity allowed is 0.6 FAR.

The proposed Future Land Use designation is "Industrial (IND)". This land use category accommodates for light and heavy commercial, business, and industrial uses under FLU Policy 10.1.

The subject site has a main right-of-way access point off of East Moody Boulevard called Honor Way, and it is owned by the owner of the parcel. Future Land Uses abutting the subject site consist of Commercial-Medium, Multi-Family, Public, and Single Family-Medium Density.

The site formerly operated as the Flagler County Sheriff's office back in 2014 but has been vacant since the operations have relocated in 2021. Upon further investigation it appears there have been many uses over the years since it was first established as the old Flagler Memorial Hospital. This property is located in the CRA (Community Redevelopment Area) and is defined as a high ranked priority and according to FLU Policy 19.1.2, it states the City shall work towards support that encourages commercial and industrial development within the City and surrounding area.

Staff Recommendation:

Adopt Ordinance 2023-03 amending the Future Land Use Map of the Comprehensive Plan for the 4.8± portion of 6.74± acres of land, located at 901 East Moody Boulevard, from "Public (PUB)" to "Industrial (IND)" - Second Reading.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-03

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO A 4.8± ACRE PORTION OF THE PARCEL ADDRESSED 901 EAST MOODY BOULEVARD, OWNED BY GPR1 LLC, LOCATED BETWEEN CANAKARIS STREET AND EAST CANAL STREET IN THE CITY OF BUNNELL LIMITS FROM “PUBLIC (PUB)” TO “INDUSTRIAL (IND)”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number: 10-12-30-0850-00180-0000 and located at 901 East Moody Boulevard within the City of Bunnell; and

WHEREAS, the owner of the property, Gpr1 LLC, has requested this change to the future land use; and

WHEREAS, a 4.8± acre portion of the real property, located between Canakariss Street and East Canal Street, is the subject of this request to amend the Future Land Use Map of the City of Bunnell Comprehensive Plan from “Public (PUB)” to “Industrial (IND)”.

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on January 5, 2023 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommend approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved

without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

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

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City of staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the *City of Bunnell 2035 Comprehensive Plan* pertaining to the subject property as well as the recitals (whereas clauses) to this ordinance.

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

(c) This Ordinance is internally consistent with the goals, objectives and policies of the *City of Bunnell 2035 Comprehensive Plan*.

(d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

(a) The Future Land Use Plan Element of the *City of Bunnell 2035 Comprehensive Plan* and the City's Future Land Use Map are hereby amended by assigning the "Industrial" land use designation to the real property which is the subject of this Ordinance as set forth herein.

(b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: BLOCKS 18, 33, 34 AND 37, TOWN OF BUNNELL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY IN DEED BOOK 23, PAGE 207 AND DEED BOOK 24, PAGE 539 AND PARTIAL RELEASE IN DEED BOOK 39, PAGE 59 AND LESS THE SOUTH 27 FEET OF LOTS 7, 8, 9, 10, 11, AND 12 AND THE NORTH 23 FEET OF LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 33, TOGETHER WITH THE NORTHEASTERLY 1/2 OF VACATED SOUTH PEACH STREET AND THE SOUTHWESTERLY 1/2 OF VACATED SOUTH ORANGE STREET VACATED BY CITY OF BUNNELL ORDINANCE #1979-4, RECORDED IN OFFICIAL RECORDS BOOK 264, PAGE 501, AND ALL RIGHT, TITLE AND INTEREST IN AND TO THE ALLEYWAYS VACATED BY THE CITY OF BUNNELL ORDINANCE #1977-1, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 555 AND THAT

PORTION OF PEACH STREET AND ORANGE STREET LYING SOUTH OF EAST COURT AVENUE AND NORTH OF EAST CANAL AVENUE AS VACATED BY CITY OF BUNNELL ORDINANCE NO. 1977-2, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 556; ALSO MARION STREET BETWEEN THE NORTHERLY INTERSECTION OF CANAL AVENUE AND THE NORTHERLY INTERSECTION OF SOUTH LEMON STREET, AS NOW LAID OUT AND PLATTED PER SAID TOWN OF BUNNELL, AS RECORDED IN OFFICIAL RECORDS BOOK 315, PAGE 63; ALL SITUATED AND RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ADDRESS: 901 East Moody Boulevard

TAX PARCEL IDENTIFICATION NUMBER: 10-12-30-0850-00180-0000

Section 3. Implementing Administrative Actions.

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

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2035 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

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

Section 6. Conflicts.

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

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2035 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land use Map of the City.

Section 8. Effective Date.

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

determining that the subject small-scale amendment is in compliance with the controlling State law.

First Reading: approved on this 13th day of February 2023

Second Reading/Final Reading: adopted on this 27th day of February 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____

Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

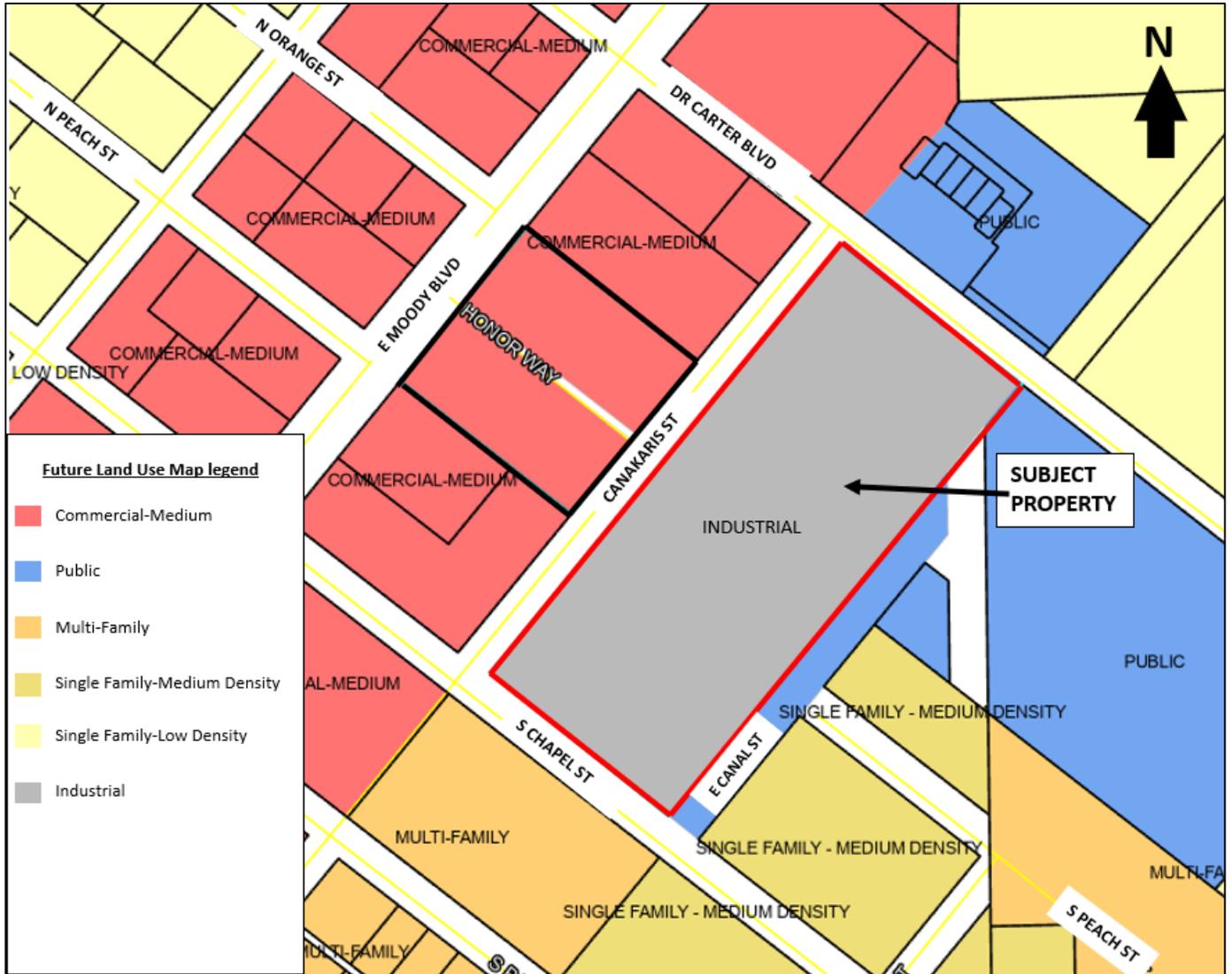
Attest:

Seal:

Kristen Bates, CMC, City Clerk

Exhibit "A"

Amended Future Land Use Map



Proposed Future Land Use Map





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 2/6/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-04 Requesting to change the official zoning map for a 4.8± acre portion of a parcel, owned by Gpr1 LLC, located at 901 E. Moody Blvd, from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District" - Second Reading.
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Proposed Ordinance 2023-04	Ordinance
Proposed Zoning Map	Location Map(s)

Summary/Highlights:

The applicant, Duane Sizemore, is requesting an amendment to the official zoning map to change the zoning on a 4.8± acre property from the "O-1, Office, Medical and Related Services District" to the "L-1, Light Industrial District".

There is a companion FLUM amendment application requesting the change the Future Land Use Map (FLUM) designation on the property from "Public (PUB)" to "Industrial (IND)".

In accordance with the local notification procedures, letters providing the notice of First Reading were mailed on January 10, 2023, to adjacent property owners within 300 ft of the subject property within the City of Bunnell. The property was posted with information on First Reading on January 10, 2023.

This item was last heard at the February 13, 2023 City Commission meeting. At this meeting, the City Commission voted to approve the proposed ordinance. In accordance with Florida Statute, this item was advertised in the February 16, 2023 edition of the Palm Coast Observer.

Background:

The applicant, Duane Sizemore, provided a statement of purpose, for this site with plans to utilize the subject property as a welding and fabrication shop, but when conducting due diligence, it was

deemed to achieve the allowance of such use, a Zoning Map Amendment will be required. The requested Zoning Map Amendment is solely for the 4.8± acre rear portion of the subject site located at 901 East Moody Boulevard. This portion of the property is bounded by Dr. Carter Boulevard to the north, South Chapel Street to the south, and Canakaris Street to the west.

The existing conditions of the subject site is developed. The property exhibits an office building (38,086 SF) that was built in 1979, and an accessory building shown as a shop (4,098 SF) was built in 1985.

The general vicinity currently exhibits a mix of residential, commercial and industrial tracts as the area is transitioning from an urban residential, commercial and industrial setting, that displays an increase of mixture with low to middle intense commercial uses along State Road 100, which is locally known as East Moody Boulevard. The roadway classification is Major Arterial, which is ideal because it provides the property with convenient access points that is part of connected street system that is more fundamental, due to the ability to gain the full benefits of a mix of uses. The pattern of development in this area of the City offers a mix use purpose which helps reduce disinvestment of abandonment of buildings in the identified urban core of the community. The proposed Welding and fabrication shop will assure consistency and compatibility with on-site and adjacent land uses and the City's Land Development Regulations by maintaining design and development guidelines within code allowances. As mentioned earlier the site currently has existing buildings, therefore, this request is with the intent to redevelop the property, which plays a role in the continuous efforts to ensure that growth and prosperity as a part of the City of Bunnell's outlook for the future.

While acknowledging the property is currently zoned "O-1, Office Medical and Related Services District" along the rear which accounts for 4.8± acres and "B-2, Business District" accounts for the remaining 2.0± acres. The O-1 zoning district, which accounts for about 76% of the property, which is intended to provide areas for professional, medical, and business offices and other related activities which has not been deemed suitable for other proposals presented to the City, due to the building size being more in size than others needed. Therefore, the applicant is requesting to amend the rear portion to suit the business operation of interest and ensure growth through reuse of property, which is very important to the City because this is entuned with the Community Redevelopment Plan as well. While the remaining 24% of the parcel will maintain the existing B-2 zoning designation.

The current zoning map amendment being proposed is "L-1, Light Industrial District". The L-1 zoning district, as described in Sec. 34-120, in the Land Development Code, this designation provides areas in which the principal use of land is for light manufacturing, fabricating, and assembly plants, business, services, offices, retail, storage, warehousing, wholesaling and distribution. With this zoning district, the proposed use would be permitted by right.

Directly abutting the property are two (2) small parcels positioned to the northeast and due east that is currently zoned L-1. This allows the subject property to be zoned accordingly as it will be expanding this zoning district in the area and not be considered as "spot zoning". The proposed L-1 zoning amendment will be consistent with the proposed Industrial FLUM designation.

There have been many uses on this property over the years, some more intense than others. It first began as the old Flagler Memorial Hospital, with the most recent use of the site being the Flagler County Sheriff's Office. They ran their operations there form 2014 until 2021 when they relocated to their new building on Commerce Parkway. Since then, this property has been vacant.

Staff Recommendation:

Adopt Ordinance 2023-04 changing the official zoning map for the 4.8± acre portion of the subject property from the "O-1, Office, Medical and Related Services District" to "L-1, Light Industrial District" - Second Reading.

City Attorney Review:

Approved for first reading

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-04

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF A 4.8± ACRE PORTION OF THE PARCEL ADDRESSED 901 EAST MOODY BOULEVARD, OWNED BY GPR1 LLC, LOCATED BETWEEN CANAKARIS STREET AND EAST CANAL STREET IN THE CITY OF BUNNELL LIMITS FROM THE “O-1, OFFICE, MEDICAL AND RELATED SERVICES DISTRICT” TO THE “L-1, LIGHT INDUSTRIAL DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Gpr1 LLC, the owner of certain real property, which land totals 6.74± acres in size located at 901 East Moody Boulevard and is assigned Tax Parcel Identification Number 10-12-30-0850-00180-0000 by the Property Appraiser of Flagler County; and

WHEREAS, Gpr1 LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have a portion of the subject property, totaling 4.8± acres located to the rear between Canakaris Street and East Canal Street, rezoned to the “L-1, Light Industrial District” zoning classification from the existing “O-1, Office, Medical and Related Services District” zoning classification; and

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

WHEREAS, on January 5, 2022 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board and the City Commission have determined that the proposed rezoning of the subject property as set forth in this Ordinance is consistent with the *Comprehensive Plan*

of the City of Bunnell, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

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

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

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

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

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as depicted in the map attached to this Ordinance, and totaling 4.8± acres in size, shall be rezoned to the “L-1, Light Industrial District” zoning classification from the existing “O-1, Office, Medical and Related Services District” zoning classification;

LEGAL DESCRIPTION: BLOCKS 18, 33, 34 AND 37, TOWN OF BUNNELL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 2, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, LESS ROAD RIGHT-OF-WAY IN DEED BOOK 23, PAGE 207 AND DEED BOOK 24, PAGE 539 AND PARTIAL RELEASE IN DEED BOOK 39, PAGE 59 AND LESS THE SOUTH 27 FEET OF LOTS 7, 8, 9, 10, 11, AND 12 AND THE NORTH 23 FEET OF LOTS 1, 2, 3, 4, 5 AND 6, BLOCK 33, TOGETHER WITH THE NORTHEASTERLY 1/2 OF VACATED SOUTH PEACH STREET AND THE SOUTHWESTERLY 1/2 OF VACATED SOUTH ORANGE STREET VACATED BY CITY OF BUNNELL ORDINANCE #1979-4, RECORDED IN OFFICIAL RECORDS BOOK 264, PAGE 501, AND ALL RIGHT, TITLE AND INTEREST IN AND TO THE ALLEYWAYS VACATED BY THE CITY OF BUNNELL ORDINANCE #1977-1, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 555 AND THAT PORTION OF PEACH STREET AND ORANGE STREET LYING SOUTH OF EAST COURT AVENUE AND NORTH OF EAST CANAL AVENUE AS VACATED BY CITY OF BUNNELL ORDINANCE NO. 1977-2, RECORDED IN OFFICIAL RECORDS BOOK 85, PAGE 556; ALSO MARION STREET BETWEEN THE NORTHERLY INTERSECTION OF CANAL AVENUE AND THE NORTHERLY INTERSECTION OF SOUTH LEMON STREET, AS NOW LAID OUT AND

PLATTED PER SAID TOWN OF BUNNELL, AS RECORDED IN OFFICIAL RECORDS BOOK 315, PAGE 63; ALL SITUATED AND RECORDED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

ADDRESS: 901 East Moody Boulevard

TAX PARCEL IDENTIFICATION NUMBER: 10-12-30-0850-00180-0000

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Non-codification.

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

Section 7. Effective Date.

This Ordinance shall take effect upon the effective date of Ordinance 2023-03.

First Reading: approved on this 13th day of February 2023.

Second Reading/Final Reading: adopted on this 27th day of February 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____

Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

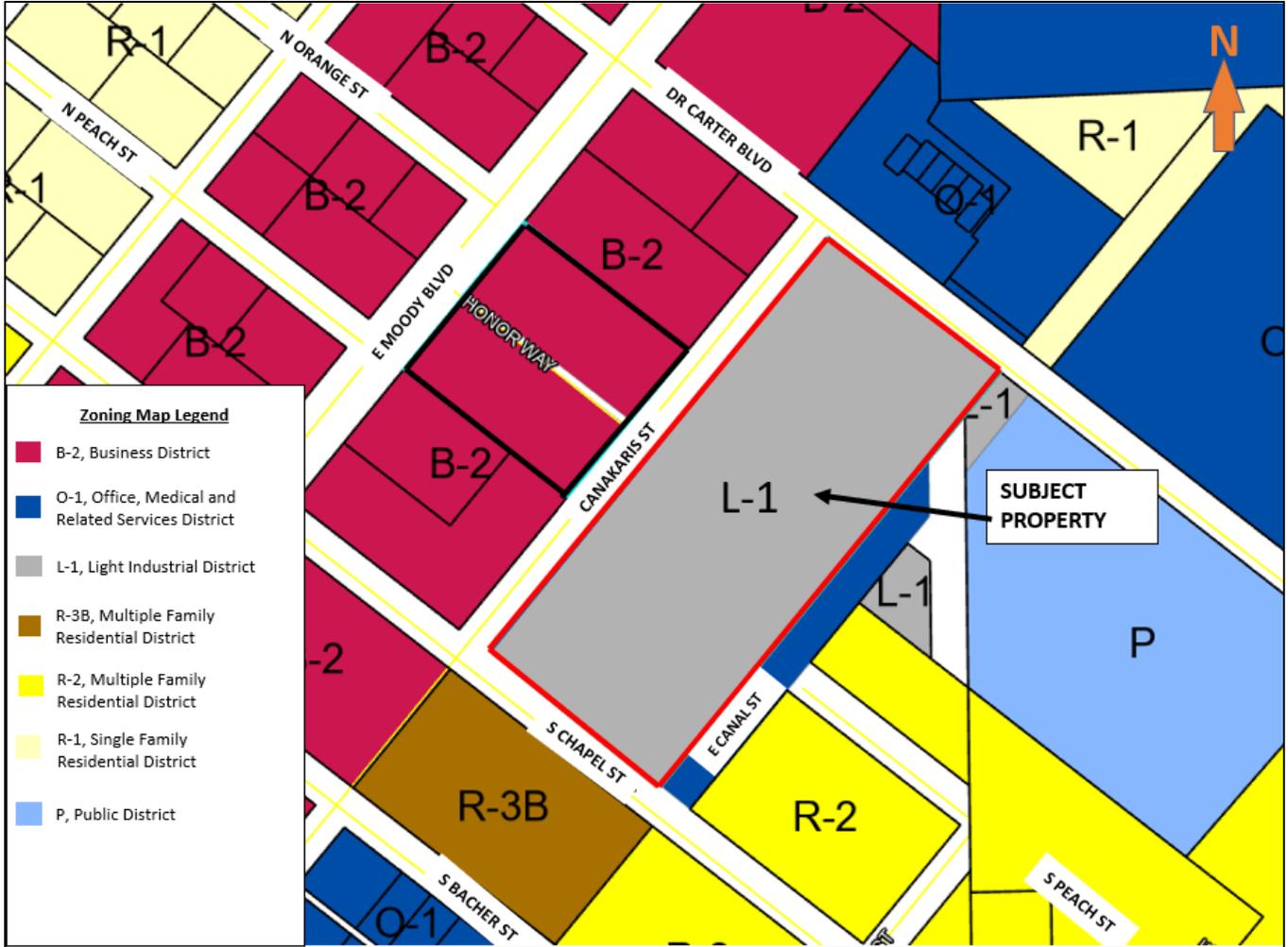
Attest:

Seal:

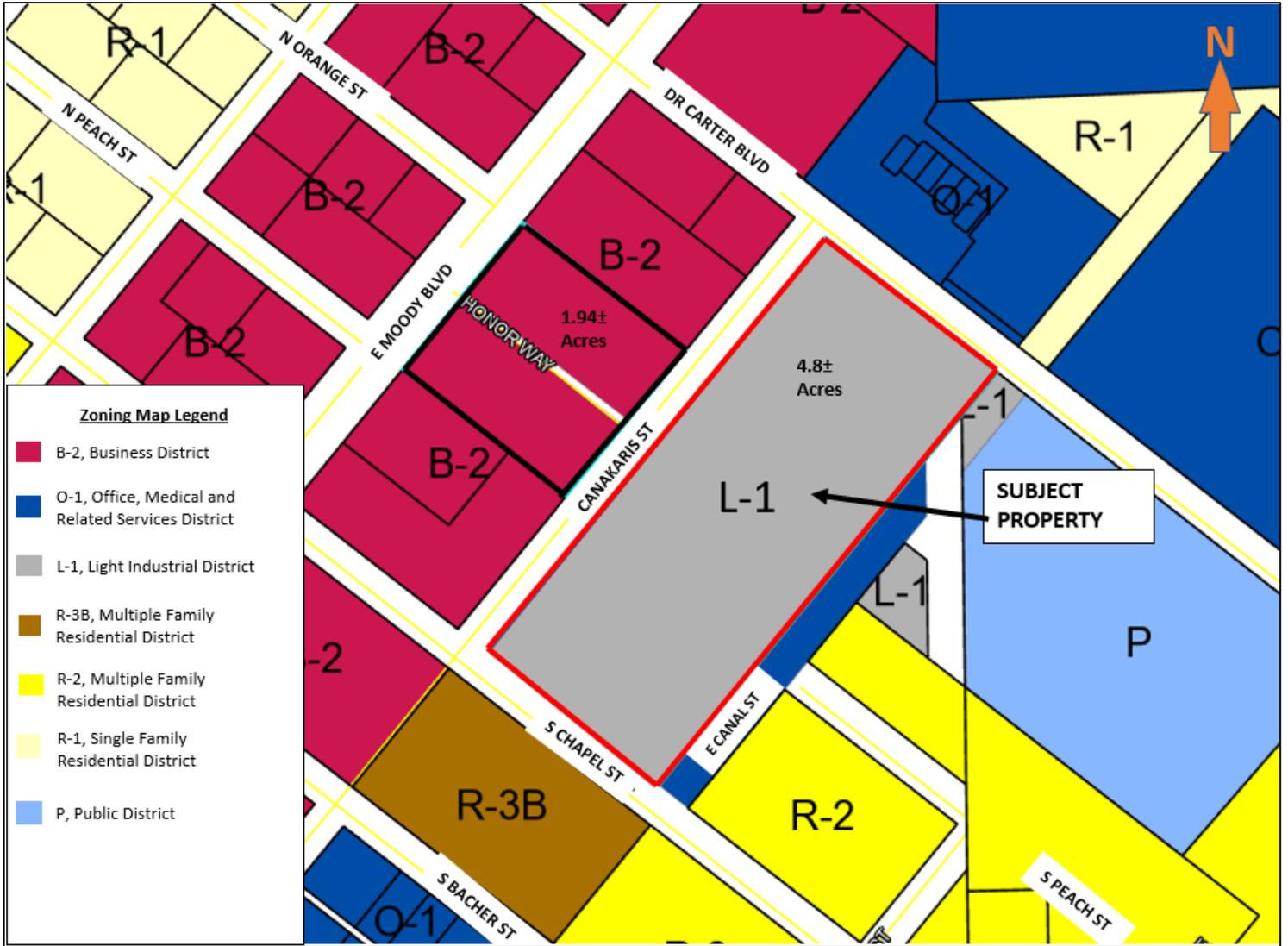
Kristen Bates, CMC, City Clerk

Exhibit "A"

Amended Zoning Map



Proposed Zoning Map





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 2/6/2023 Amount:
Department: City Clerk Account #:
Subject: Ordinance 2023-05 Amending the Bunnell Code of Ordinance Chapter 34 regarding Open Burning Regulations. - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Quality of Life

ATTACHMENTS:

Description	Type
Proposed Ordinance	Ordinance

Summary/Highlights:

This is a request to amend the Bunnell Code of Ordinance to adopt open burning regulations within the City.

Background:

Flagler County Fire Rescue provides fire services to properties within the City of Bunnell. Currently, the City does not have regulations regarding open burning.

Recently, there have been instances of open burning of trash and debris within the City limits. This is a danger to structures and adjacent properties if not conducted safely.

After receiving complaints about open burning going on within the City, staff reached out to Chief Tucker to determine what is needed to address the risk created by open burning. Staff was informed the City needed to look into adopting enforceable regulations for open burning.

The proposed ordinance has been approved by Chief Tucker and Flagler Fire Rescue. The ordinance defers to Flagler Fire Rescue to issue and charge for open burning permits when necessary and provides for certain exemptions.

Staff Recommendation:

Approval of Ordinance 2023-05 Amending the Bunnell Code of Ordinance Chapter 34 regarding Open Burning Regulations. - First Reading

City Attorney Review:

Approved as to form.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-05

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE BUNNELL CODE OF ORDINANCE CHAPTER 34 FIRE PREVENTION AND PROTECTION; PROVIDING FOR THE ADOPTION OF REGULATIONS REGARDING OPEN BURNING WITHIN THE CITY LIMITS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY AND APPLICABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the *Bunnell Code of Ordinance* provides for procedures for fire prevention and protection; and

WHEREAS, the City is in need of regulations relating to burning within the City limits; and

WHEREAS, the City Commission of the City of Bunnell finds it is in the best interest and welfare of the citizens of the City to adopt regulations regarding burning within the City limits; and

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

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

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

Section 1.

Chapter 34 of the Bunnell Code of Ordinance is hereby amended as follows:

Sec. 34-2. - Local amendments to Fire Prevention Code relating to burning.

The following local amendments to the Fire Prevention Code, are based upon the recitals set forth in the provisions of this section, and shall provide additional fire

prevention standards within the City Limits of the City of Bunnell and shall supplement the Florida Fire Prevention Code requirements. In the event of any conflict between a provision of this local amendment and the Florida Fire Prevention Code, this local amendment shall prevail.

(1) Open burning prohibited.

a. Open burning of commercial waste, residential trash, garbage, lawn debris, clippings, trees or other debris on residential, commercial or industrial property is prohibited within the City limits of the City of Bunnell, but not including commercial land clearing operations which is addressed in subsection b.

b. The following types of open burning are permitted if pre-approved by the Fire Marshal and a permit issued by the Fire Marshal for such activities; permits shall focus on addressing the disbursement of smoke and its adverse effects:

1. Ceremonial fires.

2. Commercial land clearing operations.

3. Prescribed burns conducted by fire control agencies.

4. When an emergency condition exists within the City that warrants burning.

c. Permits for open burning relating to commercial and agricultural land clearing operations shall be issued by the Fire Marshal upon finding that:

1. All conditions precedent to lawful burning have been met, and

2. The Florida Division of Forestry has been notified of the burning, and

3. That the "burn index" of the Florida Division of Forestry will permit burning on the day or days for which an open burning permit is requested.

d. The following types of open burning do not require permitting by the Fire Marshal and are permitted if conducted in a safe manner and without the creation of a nuisance:

1. Outdoor fireplaces, kilns, ovens or other similarly approved devices.

2. Outdoor cooking fires that are engaged in bona fide food provision are constantly attended while cooking food and are no larger than three feet in diameter with flames no higher than three feet.

3. Warming fires conducted at work sites in a metal barrel when the temperature is below 45 degrees Fahrenheit.

4. Campfires built and contained in a fire circle of a licensed camp ground.

(2) Permits for open burning.

a. Applications for open burning permits shall be on forms to be provided by the Flagler County Fire Rescue Department.

b. Flagler County Fire Rescue Department shall be the authority to issue, monitor and enforce open burning permits. Application and permit fees shall be paid to Flagler County Fire Rescue Department.

c. Nothing herein shall relieve any person from complying with any other applicable law, rule, registration and ordinance relating to open burning.

Section 2. Implementing Administrative Actions.

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

Section 3. Codification.

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

Section 4. Conflicts.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon enactment.

First Reading: approved on this ____ day of _____ 2023.

Second Reading: approved on this ____ day of _____ 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Seal:



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 1/31/2023 Amount:
Department: Human Resources Account #: Various
Subject: Request Approval of the City Health Insurance Enrollment 2023
Agenda Section: New Business:
Goal/Priority: Financial Stability/Sustainability, Organizational Excellence

ATTACHMENTS:

Description	Type
FHCP Contract	Contract
Florida Combined Dental Renewal Letter	Contract
VSP Renewal Letter	Contract
USABLE Renewal Letter	Contract
New Directions (EAP) Contract	Contract

Summary/Highlights:

This is a request to renew the City's Health Insurance plans, including Dental, Life, and VSP, with providers for the 5/1/2023 to 4/30/2024 benefit year.

Background:

Based on City health trends and data, there are some increases for certain plans. The rates are as follows:

- FHCP Medical increase 5%.
- USABLE Life remain at the current rates.
- Florida Combined Dental remain at the current rates.
- VSP increase 12%.
- New Directions (EAP) remain at the current rates.

The City did plan/budget for a possible rate increase in the current budget and will include the additional funds in the upcoming budget.

Staff Recommendation:

Approval of the renewal of City Health Insurance Plans with Florida Health Care Plans for Dental and Life, USABLE, VSP, and EAP.

City Attorney Review:

No Legal issues.

Finance Department Review/Recommendation:

Funding for the increase in plan cost was included in the FY 2022-23 Approved Budget.

City Manager Review/Recommendation:

Approved.

February 1, 2023

Dear Benefits Manager,

It is Florida Health Care Plans' continued pleasure to provide health care coverage to **CITY OF BUNNELL**, employees.

FHCP is proud to once again claim top honors in the News-Journal Reader's Choice Award as the "Best HMO Around". This honor reflects our commitment to offer the highest quality medical care and service to our members' at the most affordable price.

FHCP strives to provide the most competitive rates available. Please be advised that the renewal rates for this organization were determined based on the cost factors for the current employee census. If the actual census or employees who participate in FHCP changes significantly, this could have a material impact on rates, either positive or negative. If based on actual enrollment, rates reflect a greater than 10% variance; FHCP reserves the right to make necessary adjustments.

I have attached the following contract documents for your group for this renewal period.

- FHCP Large Group Insurance Contract
- Employer Application
- Group Contract Information Page that provides the plan rates
- Applicable Rider(s)
- Summary of Benefit and Coverage (SBC) Document(s)

Please confirm the **CITY OF BUNNELL'S** acceptance of FHCP coverage by:

- 1) Reviewing and signing the attached FHCP Large Group Insurance Contract.
- 2) Completing and signing the attached Employer Application.
- 3) Reviewing and signing the attached Group Contract Information page.

Please return these documents to me **as soon as possible**, along with your member enrollment spreadsheet or applications. You can scan and email the signed contract documents to jen.ferreira@bcbsfl.com or fax them to me at 386-676-7119.

If you have any questions, please feel free to contact me at 386-615-5076, or **John Bierworth**, your Account Management Specialist at **386-615-5073**.

Sincerely,

Jen Ferreira, Sales Coordinator

Attachments

**FLORIDA HEALTH CARE PLAN, INC.
1340 RIDGEWOOD AVENUE
HOLLY HILL, FL 32117**

**Group Insurance Contract
(herein called the Contract)**

Florida Health Care Plan, Inc., (hereinafter called FHCP), agrees to provide the health care services described under the provisions of the Group Plan as further described in the applicable Certificate of Coverage, Schedule of Benefits, and other applicable documents, to all Covered Employees of the Employer and their Covered Dependents. The provision of services is subject to all of the terms on this page and those that follow, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Group Plan.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

This Group Plan is issued in consideration of the application of the Employer and payment of Premium in advance by the Employer at FHCP's corporate office in Holly Hill, FL 32117

This Group Plan is effective on the Group Effective Date shown on the Group Plan Information Page. The first Premium covers the period starting on the Group Effective Date.

The parties hereto have caused this Agreement to be executed by their duly authorized officers or agents.

FLORIDA HEALTH CARE PLAN, INC.

By:  Date: 02/01/2023
CFO

GROUP / EMPLOYER

By: _____ Date: _____
Authorized Representative

CITY OF BUNNELL Group #: 704 Effective Date: 05/01/2023
Company Name

1. Responsibilities of the Employer

The Employer acknowledges that is eligible for the health care coverage provided under this Group Plan by virtue of being an Employer, as defined in the Florida Statutes and applicable law, at the time this Group Plan is issued. The Employer shall offer to all eligible employees the opportunity to become a Covered Employee under this Group Plan. Such offer shall be made in such a fashion that employees are made aware, and understand, that this Group Plan contains a benefit structure that may require the use of a Primary Care Physician and/or Participating Providers.

The Employer shall pay FHCP the applicable Premium as further described herein. The Employer may require an employee to pay some portion of the Premium. However, the Employer must contribute the same percentage toward the cost of all health benefit plans established and maintained by the Employer.

2. Responsibilities of FHCP

In consideration of the payment of Premium by the Employer, FHCP shall provide coverage for Covered Employees and, if applicable, their Covered Dependents. In doing so, FHCP may enter into agreements with providers of health care, one or more other Group Policies or insurers and such other individuals and entities as may be necessary to enable FHCP to fulfill its obligations under this Group Plan.

FHCP agrees to provide coverage without discrimination because of race, color, national origin, age, disability, religion, or sex or any other basis prohibited by law.

3. Employee Eligibility

Subject to any Eligibility Exceptions noted on the Group Plan Information Page or other applicable documents, an individual becomes eligible for coverage on the date they complete any applicable waiting period established by the Employer, as shown on the Group Plan Information Page or other applicable documents. The waiting period is the length of time an employee must wait before becoming eligible for coverage.

If an eligible person is currently covered under any other Plan issued by FHCP, or any other health benefit plan established and maintained by the Employer, they will not be considered eligible for coverage under this Group Plan.

4. Commencement of Coverage

On the Group Plan Effective Date as shown on the Group Plan Information Page, FHCP agrees to provide the coverage stipulated in this Group Plan, Certificates of Coverage, Schedule of Benefits, and other applicable documents to all Covered Employees and, if applicable, their Covered Dependents, if any. Such coverage begins on the Covered Person's effective date, which will be the first of the month after the receipt and approval of the application by FHCP, unless this Group Plan specifies a date other than the first of the month (See Special Enrollees, Late Enrollees, and Dependent Effective Date provisions of the Certificate of Coverage). FHCP accepts no liability for benefits related to expenses incurred prior to the Covered Person's effective date or after the Covered Person's termination date, which will be on the last day of the coverage month, except as described in the Extension of Benefits provision or as specified in the Terms of Renewal and Termination provisions.

5. Minimum Participation Requirements

Employer must maintain a minimum enrollment agreed upon by FHCP. If these participation requirements are not satisfied, FHCP reserves the right to terminate this Group Plan after giving the Employer forty-five (45) days written notice prior to the Group's anniversary date.

FHCP reserves the right to request evidence of employee and dependent coverage under other plans to verify eligibility and compliance with this Provision.

6. Termination of this Plan by the Employer

The Employer may terminate this Group Plan as of any Premium due date and should give FHCP at least forty-five (45) days prior written notice. In such event, no benefits will be provided on or after such termination date, except as specifically set forth in this Group Plan.

7. Termination of this Plan by FHCP

FHCP may terminate this Group Plan as of any Premium due date if the Employer has not paid the entire required Premium by the end of the Grace Period as set forth herein. However, if the Employer has given FHCP prior written notice in advance of an earlier date of termination, this Group Plan will terminate as of that earlier date. The Employer is liable to FHCP for any unpaid Premium for the time the Group Plan was in force, or for any amounts otherwise due FHCP.

If the Group's coverage is terminated for any reason set forth in this Group Plan, FHCP will mail the Employer a written notification that this Group Plan has terminated. This notification will disclose the date of termination and the reason(s) for termination. It is the Employer's obligation to immediately notify each Covered Person of any such termination.

8. Terms of Renewal

This Group Plan is a guaranteed renewable Plan. This means the Plan renews each year on the Group Plan Anniversary Date shown on the Group Plan Information Page. FHCP guarantees the Employer the right to renew the Group Plan each year, at the Employer's option, with the exception of non-payment of Premium or loss of eligibility. FHCP will give the Group at least forty-five (45) days advance written notice of our intent to non-renew this Group Plan, if one of the following circumstances has occurred:

- A. The Employer fails to timely pay Premium or contributions in accordance with the terms of this Group Plan;
- B. The Employer fails to comply with material provisions of this Group Plan which relates to rules for contribution or participation;
- C. FHCP ceases offering this Plan to all policyholders;
- D. The Employer and enrollees no longer work or reside in the service area of FHCP or in the area in which FHCP is authorized to do business;
- E. The Employer has performed an act or practice that constitutes fraud or made an intentional misrepresentation of material fact under the terms of this Group Plan;
- F. FHCP is required to by applicable law.

9. Discontinuance of this Plan

FHCP may discontinue offering this particular Group Plan if:

- A. FHCP provides at least ninety (90) days notice to each policyholder and to participants

- and beneficiaries covered under the Plan prior to renewal; and
- B. FHCP offers each policyholder the option to purchase other coverage currently being offered by FHCP.

10. Discontinuance of all Coverage in the Group Market

FHCP may discontinue offering all coverage in Florida if:

- A. We provide notice to the Office of Insurance Regulation (hereinafter called Office) and each Employer and enrollee 180 days prior to renewal; and
- B. All health coverage issued or delivered for issuance in Florida is discontinued and coverage under such health coverage is not renewed.

11. PREMIUM.

Employer shall pay FHCP Premium for services rendered in accordance with this Agreement.

- A. **Premium:** means any payments or amounts required by a health contract for coverage, by whatever name called. This includes but is not limited to any monthly subscription fee.

- B. Premium Due Date**

After the Group Effective Date shown on the Group Plan Information Page, the Premium due date will be the first day of each month.

- C. Payment of Premium**

The first Premium payment is due on the Effective Date shown on the Plan Information Page. Each following Premium payment is due monthly unless the Employer and FHCP agree on some other method and/or frequency of payment. Premium payments should be sent to FHCP's home office or the billing address provided by FHCP.

12. The Grace Period

This Plan has a 10-day grace period. A grace period means that if any required Premium is not paid on or before the date it is due, it may be paid during the grace period immediately following that Premium due date. During the grace period, the Plan will stay in force. The grace period does not apply to the Premium due on the Effective Date, or if the Employer has given FHCP written notice that the Plan is to be terminated prior to the Premium due date. If the Premium is not paid by the end of the grace period, the Plan may terminate as of the date the payment was due. Any late payment penalties are subject to Department of Insurance approval.

13. Monthly Premium Statement

FHCP will prepare a monthly statement of the Premium due on or before the Premium due date. This monthly statement will also reflect any pro rata Premium charges and credits resulting from changes in the number of Covered Persons and changes in the amounts of coverage that took place in the previous month. If a Covered Person becomes ineligible for coverage under this Group Plan for any reason, the Employer shall, if possible, provide FHCP with prior written notice of such ineligibility. However, in any event, written notice of such ineligibility shall be provided by the Employer to FHCP no later than thirty (30) days after such ineligibility. In the event that notice of termination of a Covered Person, or a decrease in coverage, is received by FHCP more than one month after the termination or decrease, retroactive credit will be limited to premium paid after date of termination or decrease in coverage.

FHCP's billing cycle is as follows:

1. If members are added on or before the 15th of the month, they are billed for the

whole month. If members are added on or after the 16th of the month, they are not billed for that month.

2. If members are canceled on or before the 15th of the month, they will not be billed for that month. If members are canceled on or after the 16th of the month, they are billed for the whole month.

This is called the “wash cycle”. If you have any questions, please call the FHCP Enrollment Department at 386-676-7176 or 1-800-352-9824 ext. 7176 during business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

[This provision is subject to FHCP billing policies, protocols, and procedures which may change from time to time.]

14. Simplified Accounting

Premium adjustments will be made on the monthly Premium statement date that is the same as or next follows the date:

- A. A person becomes covered;
- B. The amount of coverage on a Covered Person changes, but not due to a revision of the coverage plan; or
- C. A person ceases to be covered.

15. Changes in Premium

No change in Premium rates will be made for the first twelve (12) months that this Group Plan is in effect. A change in Premium rates will not be made more often than once in a twelve

(12) month period. FHCP will give the Employer written notice of any changes in Premium rates at least thirty (30) days prior to the Group’s renewal date.

16. Incorrect Premium Payment

Any Premium adjustment made due to the correction of an error in the Premium payment will be made without interest on the next Premium due date after the facts are made known to FHCP.

17. Entire Plan

The entire agreement is made up of this document, the Employer’s application for coverage, Certificate of Coverage, Schedule of Benefits, and any amendments, riders, or certificates attached hereto along with the applications for all Covered Employees and their covered dependents, or any other documents mutually agreeable by both FHCP and Employer to be incorporated herein. All statements made by the Employer or by a Covered Employee are considered to be representations, not warranties. This means that the statements are considered to have been made in good faith. No such statement will void this Plan, reduce the benefits it provides, or be used in defense to a claim for coverage unless it is contained in a written application and a copy is furnished to the person making such statement.

18. Time Limits for Certain Defenses

After two years from the effective date of this Plan, no misstatement made by the Employer, except a fraudulent misstatement made in the Employer’s application for this Plan, may be used to

void this Plan. After two years from a Covered Person's effective date, no misstatement made by the Covered Person, except a fraudulent misstatement on his or her application, may be used to deny a claim for any benefit which begins after the end of the two- year period from the Covered Person's effective date.

19. Employer as FHCP's Agent for Limited Purposes

The Employer is considered to be an agent of FHCP only for the following purposes:

- A. Collecting employee enrollment information;
- B. Collecting any required employee contribution; and
- C. Giving out Certificates of Coverage or other coverage information to the Covered Employees.

20. Administration

The Employer must provide FHCP with the information it needs to administer this Group Plan and to compute the Premium due. Failure of the Employer to provide this information will not void or continue a Covered Person's coverage. FHCP has the right to examine the Employer's records on any issues necessary for the proper administration of this Group Plan at any reasonable time while this Group Plan is in force.

21. Financial Responsibilities of the Employer

FHCP reserves the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Recovery efforts will relate to benefit payments made for services or supplies rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination by the Employer. The Employer shall cooperate with and support such recovery efforts.

In the event that the Employer does not comply with the notice requirements set forth in the Premium Statement section, the Employer shall be solely liable to FHCP to the extent of any payment made on behalf of such individual for services or supplies rendered subsequent to the date notice of a Covered Person's termination was due.

22. Certificates of Coverage

FHCP will issue Certificates of Coverage for each Covered Employee. The certificate will describe the benefits provided and the limitations of this Group Plan. Nothing in the certificate will change or void the terms of this Group Plan.

The Employer agrees that, if requested by FHCP, the Employer will distribute to Covered Persons, the Certificate of Coverage and any amendments or endorsements to it, other coverage materials and notices applicable to all or any Covered Persons.

23. Changes to this Group Plan

FHCP may change this Group Plan from time to time as required by applicable state and federal laws and subject to Office approval. No change to this Group Plan will be effective unless made by an amendment or rider that has been signed by an officer of FHCP. No agent may change this Group Plan or waive any of its provisions.

If FHCP increase the cost share for any benefit or delete, amend or limit any of the benefits to
LG Master Policy 10/19

which a Covered Person is entitled to under this plan, We will give the Group forty-five (45) days written notice prior to renewal. The Group will not be notified if benefits are increased or if the Group requests any changes, deletions or limitations.

24. Misstatements

If information about a Covered Person is misstated, FHCP may adjust the Premium to correctly reflect the true information. If the misstatement affects the amount of the Covered Person's coverage, the true information may be used to determine the correct amount of coverage.

25. Worker's Compensation

This Plan does not affect or take the place of Workers' Compensation.

26. Assignment

Neither this Plan, nor the benefits provided under this Plan, may be assigned except as otherwise specifically described in this Plan.

27. Certificate of Coverage Provisions made part of this Group Plan

The remainder of the Group Plan consists of the provisions shown in the Certificate of Coverage issued to Covered Employees under this Group Plan. These provisions are made a part of the Group Plan. Amendments, if any, changing the provisions of the Certificate of Coverage are also made a part of the Group Plan.

28. Service Area

The Service Area shall consist of the counties in which FHCP is authorized and licensed to do business.

29. Blue Cross Blue Shield Association

Subscriber, or Group Subscriber on behalf of itself and its participants hereby expressly acknowledges its understanding this policy/Agreement constitutes a contract solely between Subscriber and Florida Health Care Plans, which is an independent corporation operating under a license from the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting Florida Health Care Plans to use the Blue Cross and/or Blue Shield Service Mark[s] in Florida and that Florida Health Care Plans is not contracting as the agent of the Association. Subscriber, or Group Subscriber on behalf of itself and its participants further acknowledges and agrees that it has not entered into this policy/Agreement based upon representations by any person other than Florida Health Care Plans and that no person, entity, or organization other than Florida Health Care Plans shall be held accountable or liable to Subscriber, or Group Subscriber for any of Florida Health Care Plans obligations to Subscriber, or Group Subscriber created under this policy/Agreement. This paragraph shall not create any additional obligations whatsoever on the part of Florida Health Care Plans other than those obligations created under other provisions of this agreement.

30. Retroactive Enrollment Activity

Requests for retroactive enrollment activity shall be submitted in writing to FHCP's Enrollment Department and shall include an explanation for the retroactive request. Such requests are only granted in FHCP's sole discretion. Parties acknowledge that granting of requests may be subject to certain reporting requirements under state or federal guidelines. FHCP reserves the right, in its sole discretion, to process reversal of any claims payments made during the retroactive termination period. Parties acknowledge that individual members may be billed for reversed claims.

EMPLOYER APPLICATION

PLEASE FORWARD COMPLETED APPLICATION TO:
FLORIDA HEALTH CARE PLANS, ATTN.: MARKETING DEPARTMENT, 1340 RIDGEWOOD AVENUE, HOLLY HILL, FL 32117
IF YOU SHOULD HAVE ANY QUESTIONS, PLEASE GIVE US A CALL AT 386-676-7110 or 1-800-232-0578.

I. GROUP INFORMATION: (PLEASE PRINT)

Application and all necessary requirements must be received by the 15th of the month prior to effective date.

LEGAL GROUP NAME _____
 "DOING BUSINESS AS" (DBA), IF DIFFERENT _____ GROUP NO(S) _____
 STREET ADDRESS _____
 CITY/STATE/ZIP _____ PHONE # _____
 MAILING ADDRESS _____
 (IF DIFFERENT FROM ABOVE)
 CITY/STATE/ZIP _____ EMAIL _____
 GROUP CONTACT PERSON _____ TITLE _____ FAX # _____
 FEDERAL TAX ID# _____ NATURE OF BUSINESS _____ SIC# _____ EXCLUSIVE: Yes No
 IF NO, OTHER CARRIER _____ AND # OF EMPLOYEES ENROLLED _____
 WORKER'S COMP CARRIER _____

CURRENT CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

PRIOR CARRIER _____ EFFECTIVE DATE _____ TERM DATE _____

II(a). EMPLOYMENT DATA:

Number of employees choosing:	Number of employees:
HMO Coverage _____	Employed part-time _____
POS Coverage _____	Serving new hire period _____
Triple Option Coverage _____	Residing out-of-area _____
Waive Coverage _____	Retired _____
Total number of eligible employees: _____	Eligible for Cobra _____

II(b). ELIGIBILITY RULES:

- A. Employee must work _____ or more hours per week to be eligible.
- B. Retirees Covered: Yes No
- C. Eligibility Waiting Period: _____ of month following _____ days of eligible employment.
- D. Have you employed 20 or more employees for 20 weeks or more during the last calendar year? Yes No

III. COVERAGE SELECTION FOR ALL ELIGIBLE EMPLOYEES:

EFFECTIVE DATE _____ / _____ / _____ (mm/dd/yyyy)
 EMPLOYER CONTRIBUTION TO FHCP: (MINIMUM 50% REQUIRED) SINGLE _____ % DEPENDENT _____ %

LARGE GROUP: (51+ employees)

50% Participation Required

PLAN CODE(S)

HMO _____

POS _____

Triple Option _____

HDHP _____

APPLICABLE RIDERS

Dental

Vision

Pharmacy

Wellness (Gym)

WFW _____

Other _____

SMALL GROUP COMPLETE

One Life 2-50

I reviewed state mandated plans available to small groups, I elect to choose other coverage for my business.

Domestic Partnership Coverage

COBRA Administration (Available to groups with 20+ employees)

IV. AGENT INFORMATION:

AGENT NAME (please print) _____ E-mail Address: _____

STATE OF FLORIDA LICENSE NO. _____

EMPLOYER/AGENCY (if commissions are paid to entity) _____

ADDRESS _____

CITY / STATE / ZIP _____

PHONE # _____ FAX # _____

SIGNATURE _____ DATE _____

V. EMPLOYER CERTIFICATION:

The Employer named above hereby applies for Employer Group Health Benefit Plan membership in FHCP on behalf of its eligible members and their eligible dependents who elect to enroll in FHCP. If accepted, this Employer Enrollment Form, Employee Enrollment Forms, the executed FHCP Employer Group Health Benefit Plan Contract, and Certificates of Coverage for the selected benefit plan, constitute the entire Contract between the Group and FHCP. The Employer agrees to pay any and all monthly subscription fees associated with the coverage chosen for their employees. The Employer is a group employer and eligible for coverage under the applicable section of the Florida Statutes and approved by the Department of Financial Services. I certify that I have read the statements on this form or that they have been read to me, and that all the information was provided by me and is true and complete to the best of my knowledge. I understand that any material misrepresentation or material omission contained herein may be used to reduce or deny a claim or service or void the contract; I understand that no agent can modify this application, waive the answers to any questions, or suggest or complete the answers thereto. ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER, FILES A STATEMENT OF CLAIM OR ANY APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Company Name: _____

Authorized Person's Name: _____ Title: _____

Authorized Person's Signature: _____ Date: _____

FOR FHCP USE ONLY:

MARKETING	ENROLLMENT
Commissions: <input type="checkbox"/> Yes <input type="checkbox"/> No	Group No: _____ Check No: _____
Approved: _____ Date: _____	Plan Codes: _____ Approved By: _____
	Rider Codes: _____ Date: _____
	Amount Received: _____

CONTRACT INFORMATION PAGE

Employer Name: CITY OF BUNNELL Group Number(s): 704
 Group Plan(s): HMO'S

Group Effective Date: 10/01/2005

Contract Anniversary Date: 05/01/2023 - 04/30/2024

Eligibility Exceptions: N/A

of Eligible Employees

Applicable Options:

- Vision Rider
- Dental Rider
- Pharmacy Rider \$3/10/30/55
- COBRA Coverage
- WFW effective 6/1/2013 Co-pay \$5.00
- Wellness Services Rider effective
- Preferred Fitness Gym Rider 5/1/2012
- Religious/Moral Contraception Objection

Waiting Period: First of the month following 60 days of eligible employment. **Terminate:** Last day of billing cycle.

Rate Schedule

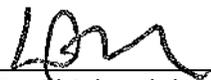
Group Plan	HMO T23	HMO T66		
Rx & Rx Code	\$3/10/30/55 RX (G4)	\$3/10/30/55 RX (G5)		
Single	\$872.48	\$770.64		
SP w/ any # Children	\$1,692.61	\$1,495.03		
Couple	\$1,692.61	\$1,495.03		
Family	\$2,085.23	\$1,841.82		

Florida Health Care Plan, Inc. (hereinafter called FHCP) agrees to provide the health care services described under the provisions of this Group Insurance Contract (herein called the Contract) and the FHCP Group Member Handbook (which by reference thereto is made a part thereof) for all Covered Employees o Employer and their covered dependents. The provision of services is subject to all of the terms on this page, those that follow, and the FHCP Group Member Handbook, including any limitations, restrictions or exclusions, as well as any amendments made a part of this Contract.

The Employer may act on behalf of all eligible employees and dependents. Every act by, agreement made with, or notice given to the Employer will be binding on all Covered Employees and Covered Dependents.

The contract is issued in consideration of the application of the Employer and payment of subscription fees in advance by the Employer at FHCP's Daytona Beach Facility. This Contract is effective on the Contract Anniversary Date shown above. The first subscription fees cover the period starting on the Contract Anniversary Date.

Signed for Florida Health Care Plan, Inc., at its facility in Daytona Beach, Florida to take effect on the Contract Anniversary Date for delivery in the State of Florida.

BY: 
 David Schandel
 CEO
 Florida Health Care Plan, Inc.

Jenevieve Ferreira
 Witness

Date: 02/01/2023

BY:
 Name : Catherine D. Robinson
 Title: Mayor
 Group Name: City of Bunnell

 Witness

Date:



PREFERRED FITNESS CERTIFICATE

This Preferred Fitness Certificate is designed to complement your FHCP benefit plan and provide fitness center access and other services to further members' wellness which include:

Fitness Center (Gym) access for eligible members:

Covered members will have access to FHCP contracted fitness centers in our service area. Please refer to the FHCP Certificate of Coverage for a listing of our service area.

- You are not required to select one specific fitness center.
- You may visit as many different fitness centers as often as you want.
- Simply show your FHCP ID card on or after your effective date to gain access.
- A list of contracted fitness centers can be found under the plan documents on the FHCP member portal or you can contact FHCP's Member Services Department at the contact information below.
- Please check with the specific fitness center for the ages accepted.

Member Portal including Welcome to Wellness.

Members are offered online health information through the Member Portal that includes a large variety of general health and wellness topics. Included are:

- a) Personal Health Assessment
- b) Personal health Information
- c) Interactive tools
- d) Preventive care information
- e) Quizzes
- f) On line access to programs and information
- g) A comprehensive library of health related topics in English and Spanish

If you have any questions or would like additional information please contact the Florida Health Care Plans Member Services Department at:

386.615.4022
1.877.615.4022
www.fhcp.com



Florida
Health Care
Plans

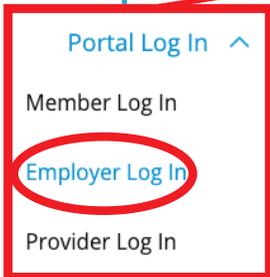
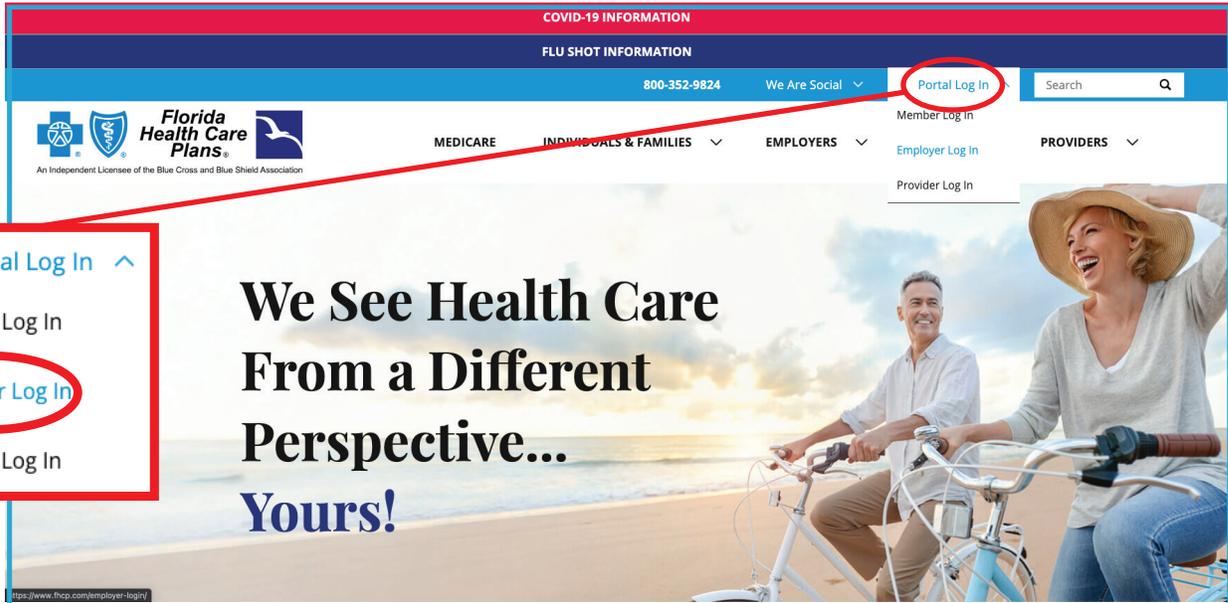


FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

An Independent Licensee of the Blue Cross and Blue Shield Association

1

VISIT FHCP.COM AND CLICK THE "PORTAL LOG IN" BUTTON ON THE TOP, THEN CHOOSE "EMPLOYER LOG IN" FROM THE DROP DOWN MENU.



We See Health Care
From a Different
Perspective...
Yours!

OR YOU CAN LOOK FOR THIS BUTTON UNDER **EMPLOYERS**:

Portal Log In

2

Employer Group Log In

* Indicates Required Field

Username* Password*

LOGIN NOW **NEW GROUP REGISTRATION**

[FORGOT PASSWORD](#) | [FORGOT USERNAME](#)

[Trouble Logging In?](#) | [Help](#) | [Email Customer Service](#) | Call 1-877-814-9909

IMPORTANT NOTE: If you are a new employer, your portal account will be unavailable until 48 hours after enrollment completion with FHCP. If you require assistance with logging into your portal account, please contact technical support at 1-877-814-9909.

NEXT, YOU WILL COME TO THIS PAGE. BE SURE TO CLICK "**NEW GROUP REGISTRATION**" TO CREATE YOUR NEW ACCOUNT. ALL EMPLOYERS WILL NEED TO CREATE AN ACCOUNT WITH FHCP TO LOGIN.

YOU WILL NEED YOUR GROUP TAX ID NUMBER TO REGISTER FOR YOUR ACCOUNT. ONCE YOU FOLLOW THE STEPS, FHCP WILL CONFIRM YOUR REGISTRATION. YOU WILL NOW BE ACTIVATED AND ABLE TO USE YOUR ACCOUNT!

TIPS

- USE ONLY SUPPORTED BROWSERS (UPDATED FIREFOX, CHROME, SAFARI AND INTERNET EXPLORER)
- JOT YOUR USER NAME AND PASSWORD DOWN AND KEEP IT IN A SAFE LOCATION



**Florida
Health Care
Plans**



An Independent Licensee of the Blue Cross and Blue Shield Association

FHCP EMPLOYER PORTAL SIGN-UP INSTRUCTIONS

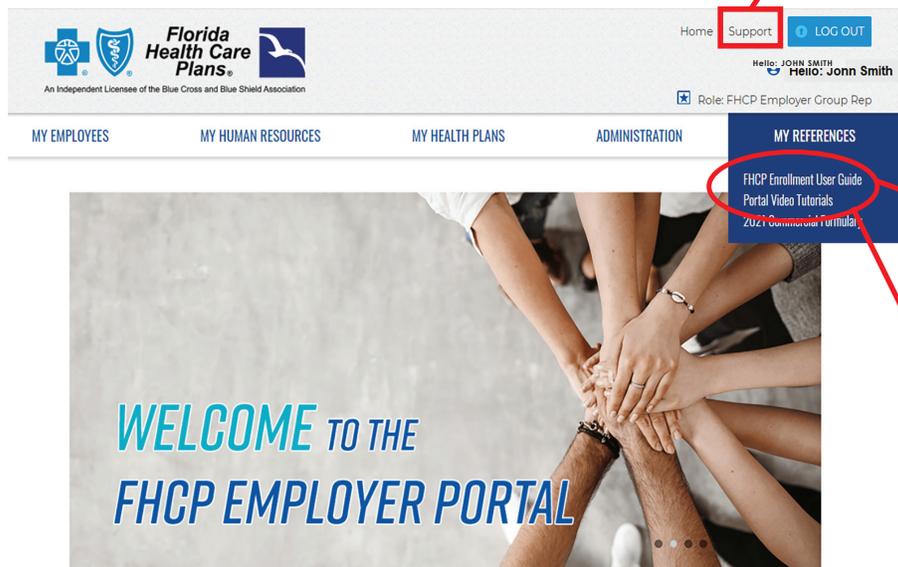
3

FEATURES AVAILABLE IN THE EMPLOYER PORTAL

- SELECT AN EMPLOYEE AND VIEW THEIR DEMOGRAPHICS
- VERIFY BENEFITS AND ELIGIBILITY COVERAGE AND DEDUCTIBLE AND OUT-OF-POCKET ACCUMULATORS FOR AN EMPLOYEE AND/OR DEPENDENTS
- REQUEST REPLACEMENT OR TEMPORARY ID CARDS FOR EMPLOYEE AND/OR DEPENDENTS
- VIEW/ACCESS BENEFIT DOCUMENTS FOR SELECTED EMPLOYEE
- SUBMIT ELECTRONIC “CHANGE ENROLLMENT” TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC “TERMINATE ENROLLMENT” TRANSACTIONS TO FHCP
- SUBMIT ELECTRONIC “INITIAL ENROLLMENT (ADD)” TRANSACTIONS TO FHCP
- REQUEST/VIEW/DOWNLOAD AN EMPLOYEE ROSTER REPORT

THREE WAYS TO GET SUPPORT:

4



1- CLICK **SUPPORT** TO FIND IMPORTANT FHCP PHONE NUMBERS

2- **ACCESS** THE ENROLLMENT USER GUIDE FOR INSTRUCTIONS ON EACH FUNCTION

3- **ACCESS** VIDEO TUTORIALS FOR INSTRUCTIONS ON EACH FUNCTION

PLEASE NOTE: After you have registered for the portal, you will be sent a confirmation email informing you of available resources and how to register for training. **FHCP Strongly recommends** that you attend training before submitting enrollment changes.



Florida Combined Life

An Independent Licensee of the
Blue Cross and Blue Shield Association

January 24, 2023

Loiry Nesheiwat
City of Bunnell
PO Box 756
Bunnell, FL, 32110

RE: Group Policy Number:
PL1576

Renewal Date: May 01, 2023

Dear Loiry Nesheiwat :

Thank you for choosing Florida Combined Life Insurance Company, Inc. for your group Dental Insurance benefits. We value you as a customer and appreciate your business.

Your Group Dental Insurance Plan is about to renew. Your current and renewal rates are shown below. The renewal rates will take effect on your renewal date and are guaranteed for the following 12 months, subject to the terms and conditions of your group contract.

BlueDental Choice True Group PL1576

	Current Rates	New Rates
Employee	\$ 25.35	\$ 25.35
Employee + Spouse	\$ 52.07	\$ 52.07
Employee + Child(ren)	\$ 54.33	\$ 54.33
Family	\$ 81.17	\$ 81.17

We look forward to continuing our relationship well into the future. Should you have any questions regarding this letter, please contact your local Florida Blue representative or contact our office at UWGroupExistingBusin@lsvusa.com.

Sincerely,

Group Dental Underwriting

cc:

Sales Rep: Gay Ross



January 1, 2023

KIRSTYN SEWARD
CITY OF BUNNELL
201 W MOODY BLVD
BUNNELL, FL 32110-6045

DEAR KIRSTYN SEWARD:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- **Lowest employee out-of-pocket costs** — employees' #1 priority in a vision plan.
- **Exclusive Member Extras**. offers you won't find anywhere else — only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- **World class service** — the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **May 1, 2023** and **no action is required** to continue to receive consumers' **#1** choice in vision care.

Group Name/Number: CITY OF BUNNELL / 30090433
Renewal Period: May 1, 2023 - April 30, 2025
Current Plan Frequency: 12 / 12 / 12
Current Copay: \$10 Exam / \$25 Materials
Current Allowance: \$150.00 Retail Frame / \$150.00 Elective Contact Lenses
Current Rates: \$16.14 / 23.40 / 41.96
Renewal Rates: \$18.13 / 26.29 / 47.15

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Enhanced Offering

Have you considered **upgrading your Plan Frequency** or **increasing your Retail Frame Allowance** to maximize the lowest out-of-pocket for your employees? We recommend these enhancements when you renew your current plan to deliver greater value:

Plan Frequency: 12 / 12 / 12
Copay: \$10.00 Exam / \$25.00 Materials
Allowance: \$200.00 Retail Frame / \$150.00 Elective Contact Lenses
Renewal Rates: \$18.78 / 27.24 / 48.84

Updating your plan is simple! Give me a call to enhance your benefits or to lower your premium and keep delivering the lowest out-of-pocket costs.

Thank you,

Jennifer Carroll (800) 216-6248



LIFE

PLAN RENEWAL



CITY OF BUNNELL

12/31/2022



Thank you!

Choosing an ancillary insurance carrier to provide your employees protection against life's unexpected events while fitting their lifestyle and budget is one decision no employer takes lightly. USAble Life appreciates being given the opportunity to secure the future for you and your employees.

This package outlines your current benefits and rates and has detailed information concerning the renewal of these benefits.

We look forward to continuing to be your ancillary benefits provider.

Thank you for choosing USAble Life to be your comprehensive benefits partner.

CITY OF BUNNELL

Group Number 50044612

Your group insurance plan with US Able Life renews 5/1/2023. We have completed the review of the rates for your plan. Your rates are shown below:

Rate changes effective 5/1/2023

Benefit	Current Rate	Renewal Rate	Rate Guarantee
GROUP TERM LIFE	\$0.240 per \$1,000	Rate Hold	5/1/2025
ACCIDENTAL DEATH & DISMEMBERMENT	\$0.030 per \$1,000	Rate Hold	5/1/2025
DEPENDENT LIFE	\$1.970 per Unit	Rate Hold	5/1/2025

Thank you for giving us the opportunity to serve your employees' insurance needs. Please feel free to contact our office (partnerservice@usablelife.com) or your local insurance representative whenever we can be of assistance.

As your Comprehensive Benefits Solutions Partner, USABLE Life makes benefits stronger and employees' experience better

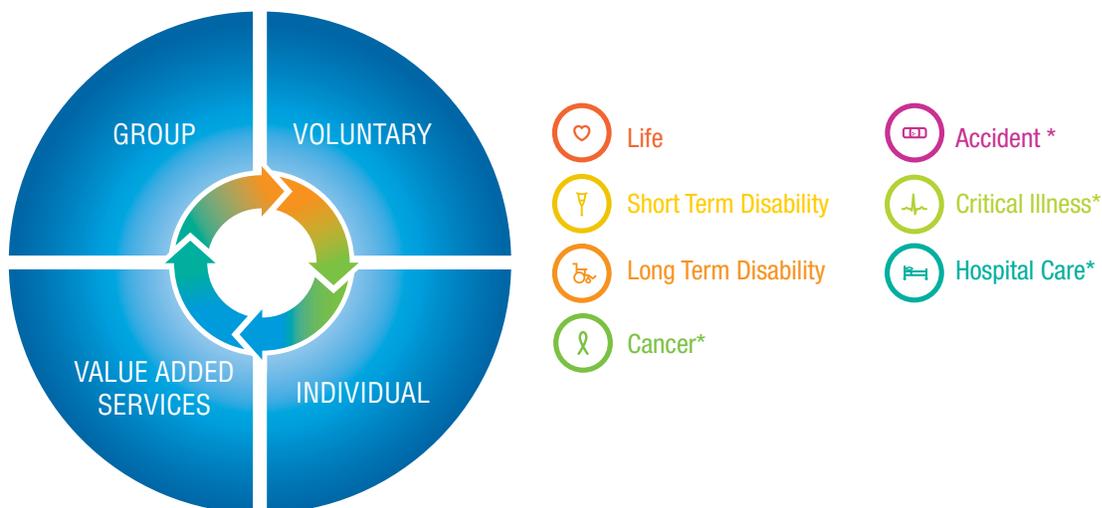
Delivering comprehensive and customized benefits solutions

- ✓ A broad product portfolio that gives employees the coverage they want and need
- ✓ Cash payments can be used to **cover deductible or everyday expenses**
- ✓ Ability to build benefits plan that serves the **unique needs of your business**
- ✓ **Simple and easy** billing statements
- ✓ **Quick and efficient** claims processing

Life Less Complicated®

- ✓ **One-stop shopping** covers all your benefit needs
- ✓ **Responsive support services** that are readily available to orchestrate our resources to support your organization
- ✓ Impressive online benefits administration to **operate your benefits program with ease and efficiency**

Products – Comprehensive Benefit Solutions that make a meaningful difference



Our robust product portfolio provides a **complete range of group, voluntary and worksite benefits** focused on the needs of the individual employee and employers of all sizes.

**Not available in all markets*

Life Less Complicated®: Support Services for Your Business

Simplicity – easy online administration solutions

Your business will realize incredible functionality in a **simple and easy-to-use online service center** offered by USABLE Life. Below is just a sampling of the powerful, time-saving capabilities that we've developed to make managing your employees' group and voluntary benefits easy:

- ✓ **View, print and pay your bill online**
- ✓ All changes are effective in **real time, no waiting** for overnight batch processing
- ✓ **Add or terminate employees and change benefit amounts**
- ✓ **View group benefits, participation and status of claims**
- ✓ **Update employee salaries and classes**



Financial strength and stability

At USABLE Life we take great pride in our financial strength. That's important to deliver on our promise to pay benefits to employees in their time of need.

BEST'S REVIEW®

Since 2009, Best's Review counts USABLE Life among the top 25 Life Companies for Group Life.



Rated "A" (excellent) by A.M. Best for eight consecutive years.

Customer service – taking care of your needs

USABLE Life offers outstanding support to take care of all the details related to your benefits and ensure a **great experience for you and your employees.**

- ✓ Providing a **dedicated customer service team to make your life easier** and your benefits package the best it can be - a central point of contact to launch and manage ongoing benefit program activities
- ✓ **Error-free payroll deductions** - supporting your payroll process and ensuring you have the needed information to process payroll with applicable coverage and costs
- ✓ **Everything is updated in real time** - your entries, our actions, all of it!

Industry Leading Enrollment Services



BY PHONE



IN PERSON



ONLINE





EMPLOYEE ASSISTANCE PROGRAM

Initial Term Purchase Order

This Initial Term Purchase Order is considered part of, and shall be governed by the attached Employee Assistance Program Agreement (“Agreement”) between the Employer, as defined below, and New Directions Behavioral Health, L.L.C. (“New Directions”).

The rate and frequency at which Employer will compensate New Directions for the Program Services to be provided to the Employer during the Initial Term, as outlined in the Agreement, is stated below. All Program Services are described in more detail within the Agreement.

Employer: City of Bunnell

Address: 604-4 E. Moody Blvd. Unit 4, Bunnell, FL 32110

Initial Term: 5/1/2023 to 4/30/2024

PEPM Rate: \$ 2.52 , per employee, per month (“PEPM”), to be invoiced and paid Quarterly

Payment Terms: Payment of Program Fees is due to New Directions within thirty (30) days of the date of the New Directions invoice.

Standard Program Services:

Service	Quantity
EAP Counseling Session Model	6 Sessions ¹
WorkLife Services	Included
Digital Behavioral Health Tools	Included
Training and/or Critical Incident Response Hours (face-to-face or virtual)	1 hours annually

On-Request Services and Fees:

On-Request Service	Rate
Training Hours	\$350.00 per representative, per hour
Critical Incident Response	\$350.00 per clinician, per hour
DOT/SAP Referrals	\$800.00 per case referred to New Directions
Fitness For Duty Examination	Dependent upon specific FFD referral, to be quoted at time of Employer request
Hard Copy Communication Materials	To be quoted at the time of Employer request

¹ Unless otherwise required or limited by state law, this is the maximum number of short term counseling sessions per member/per issue, which includes evaluation and assessment session(s). California residents are limited to a maximum of 3 sessions every 6 months.

New Directions Behavioral Health, L.L.C.

Employer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EMPLOYEE ASSISTANCE PROGRAM CLIENT AGREEMENT

THIS EMPLOYEE ASSISTANCE PROGRAM CLIENT AGREEMENT (“Agreement”) is made and entered into effective as of May 1, 2023 (“Effective Date”), by and between New Directions Behavioral Health, L.L.C. and its affiliated companies (collectively, “New Directions”) and Employer, as defined in Initial Term Purchase Order to which this Agreement is attached. New Directions and Employer each may be referred to as “Party” and collectively may be referred to as the “Parties.”

Recitals

WHEREAS, New Directions provides administrative and referral services to employers for employee assistance programs established for the benefit of their Covered Persons;

WHEREAS, New Directions is willing and able to provide the Program Services described herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereto do hereby agree as follows:

Article I **Definitions**

1.1 “Business Associate Agreement” or “BAA” is an acknowledgment between Employer and New Directions regarding compliance and obligations under HIPAA and HITECH as well as other federal and state obligations related to the information privacy of New Directions and Employer.

1.2 “Covered Person(s)” is an Eligible Employee(s) and/or an Eligible Dependent(s).

1.3 “Eligible Dependent(s)” is any household member or immediate dependent family member of an Eligible Employee who is able to receive Program Services under the Employee Assistance Program.

1.4 “Eligible Employee(s)” is a full-time or part-time employee or COBRA beneficiary of Employer who is able to receive Program Services under the Employee Assistance Program as established by the Employer.

1.5 “Employee Assistance Program” or “EAP” is the program established by Employer to provide Covered Persons with an assessment of a personal, emotional, marital, family, financial, or legal issue and either: (a) a referral of the Covered Person to an EAP Provider or other resource for assistance in resolving the presenting issue, as appropriate, or (b) short-term counseling by an EAP counselor to resolve the presenting issue, as appropriate.

1.6 “ERISA” is the Employee Retirement Income Security Act of 1974, as amended.

1.7 “Program Services” are the services described in **Exhibit A** attached hereto.

1.8 “Proprietary and Confidential Information” is the terms and provisions of this Agreement, all financial information and data including the fees and rates charged or paid hereunder, management information systems and procedures, contracts or business relationships with any Party, any other business information regarding a Party to this Agreement which is

obtained in connection with the arrangements and responsibilities contemplated herein, and other trade secrets and matters traditionally considered to constitute proprietary information which is not publicly known or discoverable.

Article II Duties of New Directions

2.1 Services. During the term of this Agreement, New Directions shall provide certain services to the Employee Assistance Program(s) (“EAP”) as described below:

(a) New Directions shall provide Employee Assistance Program services to Covered Persons, as described in Exhibit A attached hereto and made a part hereof (the “Program Services”).

(b) Each Covered Person, upon contacting New Directions, shall receive an initial evaluation and risk assessment by an EAP intake counselor. The EAP intake counselor shall refer the Covered Person to the appropriate EAP Provider for the presenting issue, or to a non-EAP Provider or agency if the presenting issue is not amenable to short-term EAP counseling or other Program Services.

(c) Each EAP Provider shall have the appropriate professional licensure, and if applicable, shall be certified to perform requested services in their respective state of practice.

(d) In the event a Covered Person’s presenting issues require acute care needs, psychiatric care, or represent issues not amenable to short-term counseling, e.g. major depression, psychosis, panic disorder, and severe chemical dependency, the Covered Person shall be referred to an appropriate resource.

(e) In the event a Covered Person’s presenting issues require a non-mental health or substance use specialized service, e.g. a legal or financial issue, New Directions will refer such Covered Person to an appropriate resource. Fees for non-Program Services or professional services rendered by resources other than an EAP Provider, if any, shall be the responsibility of the Covered Person and are not the responsibility of New Directions.

(f) Program Services shall be provided by appointment at the office of an EAP Provider, telephonically or via any other New Directions approved electronic medium. Access to an EAP Provider will be available through either a referral of a Covered Person by Employer to New Directions or by a Covered Person’s self-referral to New Directions.

(g) New Directions shall have the sole financial responsibility to pay each claim for Program Services rendered by an EAP Provider. In no event including, but not limited to, non-payment by New Directions or a breach of this Agreement by New Directions or Employer, shall an EAP Provider bill, collect any payment, or seek reimbursement from a Covered Person for Program Services. An EAP Provider may bill a Covered Person if the Covered Person agrees in writing to a Provider’s no-show billing policy, then elects to not attend a scheduled session.

(h) New Directions and its EAP Providers shall not assume any responsibility in any circumstance for the supervision or the employment status of any employee of Employer. Supervision and decisions regarding the employment status of an employee of Employer shall be the sole responsibility of Employer.

2.2 Preparation and Maintenance of Business Records. New Directions agrees to prepare and maintain, and/or require the preparation and maintenance for each Covered Person receiving Program Services under this Agreement, adequate business records documenting the Program Services arranged by New Directions and the payment for such service. Such records shall be in the form, contain such information, and be retained for such time period as is required by applicable laws, licensing requirements, and professional standards governing the provision of Program Services. New Directions' obligation to maintain such records shall not expire upon the termination of this Agreement.

2.3 Licensure and Conduct. During the term of this Agreement, New Directions shall comply with all applicable federal and state licensing requirements and shall perform the Program Services in conformance with all applicable federal and state statutes, regulations, and rules.

2.4 Insurance. During the term of this Agreement, New Directions, at its sole cost and expense, shall procure and maintain insurance covering its activities under this Agreement, as follows:

- a. Commercial General Liability: covering bodily or personal injury, property damage, products and completed operations of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall include: (1) premises/operations; (2) independent contractors; (3) contractual liability; and (4) personal injury liability;
- b. Worker's Compensation: as statutorily required;
- c. Automobile Liability: (owned, non-owned and hired): combined single limit bodily injury and property damage of \$1,000,000 each occurrence and annual aggregate;
- d. Managed Care E&O: \$5,000,000 each claim and annual aggregate; and
- e. Cyber Liability: \$5,000,000 each claim and annual aggregate.

New Directions shall, upon request, provide to Employer, a certificate of insurance evidencing the above coverage.

Article III **Duties of Employer**

3.1 Compensation to New Directions. New Directions shall invoice, and Employer hereby agrees to pay New Directions for the Program Services received by Employer, as described in Exhibit A of this Agreement. The Initial Term Purchase Order between the Parties, hereby incorporated by reference, as well as any subsequent Renewal Term Purchase Order(s) states the rate and frequency of payment due from Employer for the Program Services (the "Program Fee(s)"). Payment of Program Fees is due to New Directions within thirty (30) days of the date of the New Directions invoice. If payment is not received within thirty (30) days of the date of invoice, New Directions may, in its sole discretion, charge a late payment fee equal to one and one-half percent (1.5%) of the delinquent payment, which charge shall accrue monthly until the delinquent payment is paid in full. New Directions, in its sole discretion, may also suspend Employer's access to the Program Services until such time Employer has paid all overdue, undisputed amounts owed to New Directions, as more fully described in Section 4.3, below.

3.2 Annual Pricing. The Program Fee to be charged to the Employer for the Program Services provided under this Agreement is subject to review and revision, as follows:

a. The Program Fee shall be calculated by multiplying the number of Eligible Employees reported to New Directions by Employer times a per employee, per month rate (“PEPM Rate”). The rate and frequency of the Program Fee to be paid to New Directions during the Initial Term, as defined herein, is stated in the attached Initial Term Purchase Order between the Parties, and shall remain the same during the Initial Term, except as otherwise provided in Section 3.2(e), below.

b. New Directions shall, no later than sixty (60) days prior to the end of the Initial Term and any subsequent Renewal Term(s), as defined herein, provide to Employer the Program Fee to be charged for the next Renewal Term. Adjustments to the Program Fee, if any, may be based on factors including, but not necessarily be limited to, the number of Covered Persons, Program Services provided and past utilization of Program Services.

c. A Renewal Term Purchase Order, stating the Program Fee and any changes to the Program Services to be offered for the upcoming Renewal Term, shall be executed by the Parties no later than thirty (30) days prior to the end of the Initial Term or any then current Renewal Term. The Renewal Term Purchase Order shall replace the previously executed Purchase Order (Initial Term or Renewal Term) and shall state the rate and frequency of the Program Fee to be paid to New Directions, which shall remain the same during such Renewal Term.

d. If the Parties are not able to agree upon revisions to the Program Fee and/or Program Services, the Agreement shall automatically terminate at the end of the then current Initial Term or Renewal Term. In the event of a termination, the Employer is obligated to pay all fees due to New Directions through the end of the then current Term or Renewal Term.

e. The Program Fee calculation may be adjusted during the Initial or Renewal Term(s) to reflect significant increases or decreases in the number of Eligible Employees, as mutually agreed upon between the Parties.

3.3 Census Reports. Employer shall deliver to New Directions a count of the number of Eligible Employees on an annual basis, or more often if requested by New Directions.

3.4 Final Authority, Plan Administrator. New Directions acknowledges and agrees that Employer shall retain all final authority and responsibility for the EAP including, but not limited to, compliance with ERISA and any other state or federal law applicable to Employer or the administration of the EAP. New Directions and Employer agree that New Directions role shall be limited to that of providing the Program Services on behalf of Employer in accordance with the EAP and this Agreement. New Directions shall not for any purpose be deemed the Employer’s “Plan Administrator” or a “fiduciary” under ERISA or any other applicable law or regulation. Employer shall be responsible for the preparation and filing of any reports, returns, or disclosures required by the U.S. Department of Labor, the Internal Revenue Service, or any other federal or state agency.

3.5 Meeting Facilitation. Employer assumes the responsibility of informing applicable employees of all trainings, orientations, or meetings the Employer schedules through New Directions. New Directions will have no liability or responsibility to ensure any level of

participation and/or turnout for scheduled trainings, orientations, or meetings. Employer will be liable for the cost of the trainings, orientations, or meetings requested, regardless of the level of participation and/or turnout by Employer's employees.

3.6 Account Contact. Employer will designate an employee ("Account Contact") to be the coordinator of the EAP and to represent the Employer to New Directions in the day-to-day contacts regarding the EAP and Program Services contemplated by this Agreement. New Directions will have the ability to rely on the guidance and requests of the Account Contact as the authoritative and authorized voice of the Employer. New Directions will not be held liable in any circumstance or in any manner when it has relied on the advice, guidance, or direction of the Account Contact at the detriment of the Employer.

Article IV **Term of Agreement/Termination**

4.1 Term. This Agreement shall be effective as of the Effective Date listed above, and shall remain in full force and effect for a period of twelve (12) months ("Initial Term"), and thereafter shall renew for successive one-year terms ("Renewal Terms" or singularly, "Renewal Term"), subject to the execution of a Renewal Term Purchase Order for each Renewal Term, as more fully described in Section 3.2, above. Termination of this Agreement during the Initial Term is not permissible, except under the circumstances detailed in Sections 4.2 and 4.3, below.

4.2 Termination for Cause. Either Party may terminate this Agreement upon sixty (60) days prior written notice to the other Party in the event: (a) a Party fails to perform any material duty or obligation imposed upon it by this Agreement; provided, that the breaching Party does not cure such breach within sixty (60) days following the written notice specifying the facts underlying the claim that a breach exists and requesting that such breach be cured; or (b)(i) a Party becomes subject to a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (ii) becomes subject to an involuntary petition regarding the foregoing that is not dismissed within sixty (60) days after filing, (iii) declares or admits publicly and in writing that it is insolvent or is unable to meet its debts as they mature, or (iv) makes an assignment for the benefit of all or substantially all of its creditors. New Directions will continue to provide Program Services and Employer will continue to be responsible for payment of Program Fees during any notice periods required under the terms of this Section 4.2.

4.3 Termination for Non-Payment. New Directions may suspend Employer's account and not be obligated to provide additional Program Services in the event Employer is more than ninety (90) days past due in payment of all amounts due to New Directions under this Agreement. At such time Employer brings their account current, all Program Services shall be immediately reinstated. In the event Employer is more than one-hundred twenty (120) days past due in payment of all amounts due to New Directions under this Agreement, New Directions may immediately terminate this Agreement and, if terminated, shall provide notice of such termination to Employer.

4.4 No Cause Termination. Following the Initial Term, either party may terminate this Agreement for any or no reason with ninety (90) days prior written notice to the other party. New Directions will continue to provide Program Services and Employer will continue to be

responsible for payment of Program Fees during any notice periods required under the terms of this Section 4.4.

4.5 Provision of Program Services Following Termination. If on the termination date of this Agreement a Covered Person is engaged in authorized treatment with an EAP Provider, New Directions will continue to provide such treatment until clinical conclusion, but no longer than sixty (60) days from the effective date of the termination of this Agreement.

Article V General Provisions

5.1 Independent Contractor. This Agreement is not intended to create, nor is it to be construed as creating, any relationship between New Directions and Employer other than that of independent Parties contracting with each other solely for the purpose of effectuating the provisions of this Agreement. Neither New Directions nor Employer, nor any of their respective officers, directors, or employees, shall act as or be construed to be the agent, employee, partner, or representative of the other. Neither Party to this Agreement shall hold itself out as the partner or agent of the other Party or make representations or warranties on behalf of the other Party, except as otherwise expressly agreed upon herein.

5.2 Dispute Resolution. In the event that the Parties hereto are unable to resolve any dispute regarding the interpretation or application of any provision of this Agreement through good faith negotiations, the Party claiming such dispute shall provide notice to the other Party of its desire to proceed to arbitration. If the dispute cannot be resolved through further negotiations between the Parties within ten (10) business days after such notice is received, the Parties may proceed to binding arbitration in accordance with the Commercial Arbitration rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrator shall have no power to award punitive or exemplary damages or to ignore or vary the terms of the Agreement. The arbitrator shall be bound by controlling law. In no event shall Employer disclose or discuss, directly or indirectly, any such dispute, disagreement, or grievance concerning this Agreement with any entity other than legal counsel.

5.3 Indemnity. Each party agrees to indemnify, release, discharge and hold the other party, its successors and assigns and affiliated corporations, harmless, and agrees to defend the other party from and against any and all third party claims for liabilities, losses, damages, claims (including workers' compensation claims), lawsuits, causes of action, and expenses associated herewith (including reasonable attorney's fees in defending against any such claim or lawsuit) (collectively "Claims") caused or asserted to have been caused, directly or indirectly, by the negligence or willful misconduct of the indemnifying Party, its officers, employees, or agents, in its performance under this Agreement.

Upon receiving notice of a Claim, the party seeking indemnification shall give the indemnifying party reasonably prompt written notice thereof but in any event not later than 15 days after becoming aware of such Claim; provided, however, that the failure to so notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to the indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such Claim is prejudiced by the indemnifying party's failure to receive such notice. Such notice shall describe the Claim in reasonable detail, and shall indicate the estimated amount, if

practicable, of the indemnifiable loss that has been or may be sustained by such indemnified party. The indemnifying party shall have the obligation to control the defense of any Claim. The party seeking indemnification, however, shall have the right to approve any settlement that purports to be binding on it or include any provisions other than the payment of monetary damages (including any admissions of liability or wrongdoing on the part of the indemnified party) and to have advisory counsel assist with the defense at indemnified party's own expense. The indemnified party will provide all reasonable assistance requested of it by the indemnifying party.

Notwithstanding anything to the contrary in this Agreement, for any Claim in which either Party is the indemnified party and which relates to the alleged violation of applicable law or regulation, or for any Claim that could reasonably be determined to adversely affect its ongoing operations in any material respect, the indemnified party shall have the right to control the defense of the Claim. Exercising this option shall not relieve the indemnifying party of any other obligations imposed upon it as the indemnifying party under this Section. However, the indemnifying party shall have the right to approve any settlement that purports to be binding on it or that requires the payment of money (such approval not to be unreasonably withheld, conditioned or delayed) and to have advisory counsel at its own expense.

5.4 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

The cumulative aggregate liability of a Party, whether in contract, tort or otherwise, for all damages arising out of or relating to this Agreement will be limited to an amount equal to the lesser of: (a) actual damages incurred by the Party as a result of the event(s) giving rise to the liability, or (b) the amounts paid, or received, by the Party for the Services for the twelve (12) month period immediately preceding the month in which the event giving rise to the liability occurred.

The limitation set forth in this Section will not apply with respect to recovery under claims for (a) gross negligence or willful misconduct, (b) breach of any of any regulatory requirement; or (c) indemnification for claims by third parties regarding infringement of third parties' intellectual property rights.

5.5 HIPAA Compliance. Each Party acknowledges that the use and disclosure of individually identifiable health information is limited by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future regulations promulgated thereunder including without limitation the federal privacy regulations contained in 45 CFR Parts 160 and 164, the federal security standards contained in 45 CFR Part 160, 162 and 164, and the federal standards for electronic transactions contained in 45 CFR Parts 160 and 162, all collectively referred to herein as the "HIPAA Requirements." Each Party agrees to comply with the HIPAA Requirements to the extent applicable to such Party and further agrees that it shall not use or further disclose Protected Health Information (as defined under the HIPAA Requirements) other than as permitted by the HIPAA Requirements. The Parties further agree to execute such other agreements, including the attached BAA shown in **Exhibit B** and understandings as may be necessary or required to satisfy all HIPAA Requirements applicable to this Agreement.

5.6 Assignment. This Agreement, any attachments, exhibits, or addendums attached hereto, will be binding on the Parties and their respective successors and assigns, as allowed hereunder. Neither Party may assign this Agreement without first obtaining the written consent of the other Party, which may not be unreasonably withheld, except that New Directions may assign this Agreement to (i) an affiliate or subsidiary; or (ii) to a successor in interest as a result of a merger, acquisition or public offering without the Employer's consent.

5.7 Notices. Any notice, request, demand, offer, acceptance, certificate, or other instrument which may be required or permitted to be given under this Agreement shall be in writing and will be deemed delivered to a Party (a) the day received when delivered by hand, or by reputable overnight delivery by a national carrier, or (b) when sent by confirmed electronic means, with a copy sent by another means specified in this subsection, in each case to the address of such Employer as stated in the Initial Term Purchase Order or any subsequent Renewal Term Purchase Order(s) and to New Directions as set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

If to New Directions:

New Directions Behavioral Health, L.L.C.
6100 Sprint Parkway, Suite 200
Overland Park, KS 66211
Attn: EAP Account Management

5.8 Sections. The captions, articles, and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such provisions of this Agreement.

5.9 Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such provision shall not affect the remaining provisions of this Agreement.

5.10 Governing Law. The Parties agree and acknowledge that this Agreement, and the rights, remedies and obligations of the Parties hereunder, will be governed and construed in accordance with the laws of the State of Missouri.

5.11 Change in Law or Regulations. Should any statute, regulation, or rule be enacted, amended, or interpreted by any governmental body, court, or agency having jurisdiction over the terms of this Agreement so as to materially affect the ability of a Party to perform any provision of this Agreement, then the Parties shall forthwith and in good faith renegotiate the provision of this Agreement affected by such action so that the same can be performed in accordance with the pertinent change in such statute, regulation, or rule.

5.12 Third-Party Beneficiaries. Nothing in this Agreement is intended to be construed or to be deemed to create any right or remedy to the benefit of any third Party.

5.13 Amendment. This Agreement may only be amended or modified by a written instrument executed by the Parties hereto.

5.14 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

5.15 Intellectual Property. Employer acknowledges that this Agreement does not transfer to Employer, any rights in and to the design, materials, documentation, specifications, procedures, discoveries, inventions, or anything created or developed in accordance with or on behalf of the EAP Program or Program Services, in the past, present, or future, by New Directions. All right, title, and interest, including without limitation intellectual property rights, in and to the EAP Program and Program Services will remain solely with New Directions.

5.16 Defend Trade Secrets Act of 2016. Notwithstanding the nondisclosure obligations contained in this Agreement, nothing in this Agreement is intended to interfere with or discourage a good faith disclosure to any governmental entity related to a suspected violation of the law. Employer will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret, or confidential information, that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. New Directions will not retaliate against the Employer in any way for a disclosure made in accordance with 18 U.S.C. Section 1833.

5.17 Equal Employment Opportunity Clause for Contracts Involving Federal Contractors. New Directions is an Equal Employment Opportunity and Affirmative Action employer. The Parties hereby incorporate by reference Executive Order 11246, as amended, and 41 C.F.R. 60-1.4(a); the Rehabilitation Act of 1973, as amended, and 41 C.F.R.60-741.5(a); the Vietnam Era Veterans' Readjustment Assistance Act, as amended, and 29 C.F.R. 60-250.5(a); and Executive Order 13496 and 29 C.F.R. Part 471, Appendix A to Subpart A.

5.18 Trademarks and Symbols. New Directions reserves the right to control the use of its name and any of its respective symbols, trademarks, and service marks, presently existing or subsequently established. Employer agrees to not use words, symbols, trademarks, service marks, and other devices including the corporate name of New Directions in advertising, promotional materials, or otherwise, without the prior written consent of New Directions. Employer will cease any previously approved usage immediately upon termination of this Agreement.

Employer reserves the right to control the use of its name and any of its respective symbols, trademarks, and service marks, presently existing or subsequently established. New Directions agrees to not use words, symbols, trademarks, service marks, and other devices including the corporate name of Employer in advertising, promotional materials, or otherwise, without the prior written consent of Employer. New Directions will cease any previously approved usage immediately upon termination of this Agreement.

5.19 Entire Agreement. This Agreement and any attachments, exhibits, or addendums attached hereto constitute the sole and complete agreement among the Parties, and supersede any and all prior or contemporaneous oral or written understandings, negotiations, or communications on behalf of such Parties with respect to the subject matter hereof.

5.20 Effect of Partial Invalidity. The invalidity of any portion of this Agreement or any applicable Exhibit shall not be deemed to affect the validity of any other provision. In the event that any other provision of this Agreement or any applicable Exhibit is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force as if they had been executed by both Parties subsequent to the removal of the invalid provision.

5.21 Marketing. New Directions may, with advance written permission from Employer, list Employer as its client in New Directions marketing literature and proposals, including use of Employer's logo or other authorized creative materials.

5.22 Proprietary and Confidential Information. The Parties acknowledge that in the general course of doing business under this Agreement, each Party may disclose information to the other Party or each Party may gain or have access to information that is proprietary and/or confidential and that should not be and cannot be disclosed to third Parties. Unless previously indicated in writing by the Party whose proprietary and/or confidential information is being disclosed, all information disclosed by either Party pursuant to this Agreement is to be considered strictly confidential. Each Party will: (a) protect the confidentiality of the other Party's confidential information, (b) use such information solely for carrying out the terms of this Agreement; and (c) disclose such information only to those officers, directors, employees and agents with a need to know to carry out the terms of this Agreement and shall ensure that each such person is bound by confidentiality obligations at least as protective as New Directions protects its own trade secrets. The obligations of this section shall not apply, however, to any information which (i) is already in the public domain at the time of disclosure or later becomes available to the public through no breach of this Agreement by the recipient; (ii) was, as between the recipient and the disclosing Party, lawfully in the recipient's possession prior to receipt from the disclosing Party without obligation of confidentiality; (iii) is received by the recipient independently from a third Party free to lawfully disclose such information to the recipient; or (iv) is subsequently independently developed by the recipient as evidenced by its business records.

Notwithstanding the foregoing, the terms and provisions of this Agreement may be disclosed in response to a lawful inquiry by a governmental agency or a legally valid information request, court order, subpoena, or summons. In the circumstance that Employer receives a request to disclose New Directions Proprietary Information to any third Party, Employer will inform a New Directions account manager as soon as reasonably possible after receiving the request. The provisions of this Section shall survive the termination of this Agreement.

5.23 Force Majeure. Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

5.24 Waiver. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach thereof.

5.25 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH
MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations to execute on its behalf, have affixed their signatures to this Agreement.

New Directions Behavioral Health, L.L.C.

Employer

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Program Services

Standard Program Services

A. Evaluation and Assessment. Each Covered Person upon contacting New Directions shall receive initial evaluation and assessment by a New Directions Counselor or EAP Provider, and the New Directions Counselor or EAP Provider shall refer the Covered Person to the appropriate Program Services for the presenting issue, or to a non-EAP Provider or agency if the presenting issue is not amenable to short-term EAP counseling or other Program Services.

B. Telephone Consultation and Referral. Each Covered Person shall be eligible to receive consultation for personal and life issues.

C. Counseling Sessions. Each Covered Person may receive up to the maximum number of counseling sessions with an EAP Provider (including the initial evaluation and assessment session) per issue, per year, as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s). For purposes of this **Exhibit A**, a Counseling Session(s) shall mean providing psychological counseling services, including in-person, interactive video, interactive text and/or interactive chat modalities.

D. Emergency Triage. New Directions will provide a toll-free telephone line twenty four (24) hours a day, seven (7) days a week for emergency intake and referral for Covered Persons with a mental health or substance use crisis.

E. Management Consultation and Referral Services. New Directions will provide telephonic consultation related to employee issues confronting Employer's managers, supervisors, and executive level personnel.

F. Legal Services. New Directions offers telephonic legal counseling services with an attorney on a wide array of legal topics. New Directions also will coordinate a face-to-face consultation with an attorney at a discounted rate to the employee.

G. Financial Services. New Directions offers telephonic financial counseling services with a trained financial professional on a wide array of topics. New Directions also will coordinate a face-to-face consultation with a financial planner/professional at a discounted rate to the employee.

H. Online Access. New Directions offers online Program Services and materials to the Employer and its Covered Persons. The online materials include training programs, forms, articles, assessments, a library on health and wellness topics, legal and financial information, and the ability to access web-based and additional face-to-face services.

I. WorkLife Services. Covered Persons can access New Directions exclusive program designed to assist members with a full range of work-life issues. Members are connected with work-life specialists who can assist them with child and elder care issues, temporary care, special needs, disaster relief, personal and convenience services, and many other needs.

J. Coaching. Covered Persons may receive up to the maximum number of coaching sessions with a New Directions coach per issue, per year, as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s). For purposes of this Exhibit A, a coaching session shall mean providing in-person, telephonic and/or video coaching modalities to promote a Covered Person's self-awareness, and to assist in clarifying values, intentions and goals.

K. Employee Communication Materials. Standard program communication materials designed to increase awareness of the EAP and its Program Services will be provided to Employer for distribution to its Eligible Employees. These materials will be sent in electronic copy only, as part of New Directions' global sustainability initiative. Hard copy materials are available from New Directions at an additional cost as further described in the Initial Term Purchase Order and any subsequent Renewal Term Purchase Order(s), to be billed to Employer should Employer wish to provide hard copies to Eligible Employees and/or Eligible Dependents.

L. Formal Management Referral ("FMR"). Upon the request of an Employer's manager, supervisor, or human resource professional and upon receipt of permission to release information signed by the affected employee, New Directions will:

1. Make performance-based referrals within the context of the employee assistance benefit;
2. Coordinate and monitor an employee's attendance and general cooperation with a counseling program; and,
3. Report employee's compliance with counseling to the referring manager, supervisor, or human resource professional designated on the permission to release information signed by the employee.

Optional Program Services Available upon Request of Employer

The following Program Services are available upon request ("On-Request Services") and the fees for such services shown below are in addition to the Program Fee for the Standard Program Services, and shall be invoiced to the Employer at such time any such On-Request Services are provided. Employer may be charged for provider's reasonable travel expenses associated with on-site training, if mutually agreed prior to delivery of the on-site training.

The following On-Request Services are available:

A. Training Hours. New Directions will provide Training Hours at the rate of Three Hundred Fifty Dollars (\$350.00) per hour/per trainer. Training Hours must be requested by Employer for New Directions to schedule on-site visit or virtual presentations, and may be allocated between the following services at the Employer's discretion:

Seminars and Trainings. New Directions will make available on-site or virtual meetings to Covered Persons for seminars, wellness programs, and trainings on such topics as stress management, weight loss, smoking, conflict resolution, and substance abuse prevention.

Employee Orientation and Supervisor Orientation/Training Meetings. New Directions will make available on-site or virtual meetings for Eligible Employees and their supervisors to acquaint Eligible Employees and their supervisors with the operation of the EAP. The supervisor orientation is intended to better inform supervisors so they are able to encourage Eligible Employees to

effectively utilize the EAP when appropriate. The date and time of such orientation meetings shall be mutually agreed-upon by New Directions and Employer.

Health Fairs. New Directions will provide on-site or virtual support for promotion of Employer's EAP during Health Fairs. New Directions will provide electronic versions of promotional materials for these events in order to assist with promoting EAP capabilities. On-site, in-person support is available for Employer Health Fairs at an additional cost, as mutually agreed upon between Employer and New Directions.

Training Hours Details:

- 1) Applicable training topics can be selected from a specified EAP training list.
- 2) Three (3) business days' advance notice of cancellation of any scheduled training is required. Less than a three (3) business day cancellation will result in Employer being charged in full for all requested training hours.
- 3) At least six (6) weeks' prior notice is required to schedule training.
- 4) Customized training and organizational development training fees are negotiated separately.

B. Critical Incident Response ("CIR"). New Directions will make available to Employer, upon its request, at Employer's premises or virtually, an EAP Provider to provide group counseling to Employer's employees in the event of a catastrophic incident affecting a group of employees (e.g. employee suicide, on-the-job injury causing death), at the rate of Three Hundred Fifty Dollars (\$350.00) per hour/per clinician. Forty-eight (48) hours' advance notice of cancellation of any scheduled CIR is required. Less than a forty-eight (48) hour cancellation will result in Employer being charged a Three-Hundred Fifty Dollar (\$350.00) administrative fee, or charged in full for all requested CIR hours, whichever is greater.

C. Department of Transportation Substance Abuse Professional ("DOT/SAP"). When a Department of Transportation ("DOT") regulated employee violates a DOT drug and alcohol rule or regulation and is referred by the designated employer representative for treatment, Employer may contact New Directions and it will arrange for the employee to see a DOT/SAP certified counselor. New Directions will manage the case to assure the employee is attending the DOT/SAP sessions and is generally following the DOT/SAP's recommendations. New Directions will pay the counseling and consultation fees of the DOT/SAP. Final reports and recommendations will be generated by the DOT/SAP, and will be transmitted to the designated employer representative. The fee for each DOT/SAP case is Eight Hundred Dollars (\$800.00).

D. Fitness For Duty ("FFD"). When the Employer believes that an employee may not be able to carry out the essential job duties expected of a person in the employee's position due to a physical or behavioral health issue, or may present dangers to him/herself or his/her co-workers due to a physical or behavioral health issue, the Employer may desire to refer the employee to New Directions so that New Directions can facilitate a FFD evaluation and report. The Employer may consult New Directions to determine if a FFD referral may be appropriate prior to requesting the FFD. The fee for each FFD referral to New Directions is specific to the type of FFD referral and will be quoted to the Employer at the time of the FFD request.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into effective as of May 1, 2023 (“Effective Date”) by and between the Covered Entity and New Directions Behavioral Health, L.L.C. (“Business Associate”), each a “Party” and collectively the “Parties”:

Covered Entity: City of Bunnell

Address: 604-4 E. Moody Blvd. Unit 4, Bunnell, FL 32110

WHEREAS, the Parties are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology and Clinical Health Act of 2009 (“HITECH”), all regulations promulgated thereunder, including but not limited to Title 45, Parts 160 and 164 and any future regulations promulgated under either HIPAA or HITECH;

WHEREAS, the Business Associate will provide services to the Covered Entity that may involve the creation, receipt, use, transmission, maintenance, or disclosure of Protected Health Information (PHI) pursuant to one or more contractual business arrangements between the Parties (collectively referred to as the “Service Agreement(s)”; and

WHEREAS, the Parties enter into this Agreement to protect the privacy and security of PHI disclosed to the Business Associate and to establish the terms and conditions for the use and disclosure of such PHI.

RECITALS

In consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1) **Definitions**. Terms used but not otherwise defined in this Agreement will have the same meaning as the meaning ascribed to those terms in HIPAA, HITECH and their corresponding regulations.
 - a) **“Breach”** shall have the meaning as set forth in 45 CFR 164.402.
 - b) **“Business Associate”** shall have the meaning as in 45 CFR 160.103.
 - c) **“Covered Entity”** shall have the same meaning as in 45 CFR 160.103.
 - d) **“Electronic Health Record”** and **“EHR”** shall have the meaning as in §13400(5) of HITECH, and any corresponding regulations, limited to records created or received by the Business Associate from or on behalf of the Covered Entity.

- e) **“Electronic Protected Health Information”** or **“EPHI”** shall have the meaning as set forth in 45 CFR 160.103, limited to the information created or received by the Business Associate from or on behalf of the Covered Entity.
 - f) **“HIPAA Rules”** shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - g) **“HITECH”** shall mean the requirements set forth in the Title XIII, Subtitle D of the Health Information technology for Economic and Clinical Health Act of 2009, 42 USC § 17921-17954 and all applicable HITECH implementing regulations issued by HHS.
 - h) **“Individual”** shall have the meaning set forth in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - i) **“Privacy Rule”** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and 164, Subparts A and E.
 - j) **“Protected Health Information”** or **“PHI”** shall have the meaning as set forth in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - k) **“Security Incident”** shall have the meaning as set forth in 45 CFR 164.304.
 - l) **“Secretary”** shall mean the Secretary of the federal Department of Health and Human Services.
 - m) **“Security Rule”** means the Security Standards and Implementation Specifications found at 45 CFR Parts 160 and 164, Subpart C.
 - n) **“Standards for Electronic Transactions Rule”** means the final regulations issued by the Department of Health and Human Services concerning standard transactions and code sets under the Administration Simplification provisions found at 45 CFR Parts 160 and 162.
 - o) **“Unsecured Protected Health Information”** shall have the meaning as set forth in 45 CFR 164.402 and the guidance issued under §13402(h)(2) of Public Law 111-5.
- 2) **Obligations of Business Associate.** Business Associate shall directly comply with the 1) applicable requirements found in the Privacy Rule, 2) the privacy provisions of HITECH, 3) the administrative, technical and physical safeguards, documentation requirements and policies and procedures of the Security Rule and 4) other privacy and security provisions or regulations required by law.
- 3) **Permitted Uses and Disclosure.** Business Associate may only create, acquire, collect, transmit, use, disclose or maintain to perform services as specified under an effective Service Agreement duly executed by both Parties, provided that any use or disclosure would not violate the Privacy or Security Rule if disclosed by the Covered Entity. Business Associate may also:

- a) Use PHI to provide data aggregation services related to the health care operations of the Covered Entity, as provided in 45 CFR § 164.504(e)(2)(i)(B);
 - b) Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the business associate; and
 - c) Disclose PHI to for the property management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate if 1) The disclosure is required by law or 2) The Business Associate obtains reasonable assurances from the recipient of the PHI that the PHI disclosed will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient and the recipient notifies the Business Associate of any instance of which it is aware in which the confidentiality of the information has been breached.
- 4) **Restrictions on Permitted Uses and Disclosures.** Business Associate may not create, acquire, use, disclose or maintain PHI received from or created on behalf of Covered Entity except as permitted by this Agreement or as required by law. Business Associate will ensure and will be fully responsible and liable for ensuring that the creation, acquisition, use, disclosure or maintenance of PHI by Business Associate is in a manner that is expressly set forth in this Agreement and that maintains the privacy and security of the information. Business Associate will limit all uses and disclosures of PHI to the minimum amount necessary to accomplish the intended purpose of the use or disclosure. Business Associate will be responsible for making sure any individual, employee, or entity with access to PHI is fully aware of the restrictions and obligations in this Agreement with respect to PHI.
- 5) **Safeguards.** Business Associate shall use appropriate safeguards, including but not limited to, policies, procedures, training and documentation requirements to prevent the unauthorized use or disclosure of Covered Entity's PHI as required by the Security Rule and § 13401 of HITECH. Business Associate shall maintain a comprehensive information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate shall provide a copy of and evidence of such safeguards to Covered Entity upon request.
- 6) **Notification of Breach.** Business Associate shall provide written notice to Covered Entity of any use or disclosure of PHI not provided for by this Agreement and of any successful Security Incident of which it becomes aware and any additional follow-up documentation or information requested by Covered Entity. In the event an unauthorized use, disclosure or Security Incident constitutes a Breach of Unsecured Protected Health Information, Business Associate will report the Breach without unreasonable delay and in no case later than five (5) business days after the Business Associate's discovery. The Business Associate shall be considered to have discovered an unauthorized acquisition, access, use, or disclosure of PHI, or successful Security Incident on the first day on which such Breach is known to Business Associate or should have been known to Business Associate after exercising reasonable diligence. Business Associate shall include in the written notice, at a minimum, the following:
- a) The identity of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been accessed,

acquired, used or disclosed during the unauthorized use, disclosure or Security Incident;

- b) The name and address of the person or entity that received PHI from the unauthorized use, disclosure or Security Incident;
- c) The date the unauthorized use, disclosure or Security Incident occurred;
- d) The date the unauthorized use, disclosure or Security Incident was discovered;
- e) The nature of the unauthorized acquisition, access, use, disclosure or Security Incident;
- f) The type and description of PHI involved;
- g) Who made the unauthorized use or disclosure and/or who received the unauthorized disclosure;
- h) Any Information necessary to enable the Covered Entity to assess the risk of harm to those individuals whose information is involved in the unauthorized disclosure;
- i) The steps Business Associate has taken or will take to mitigate harm from the unauthorized acquisition, use or disclosure; and
- j) The corrective actions that Business Associate has taken or will take to prevent further unauthorized acts.

Business Associate agrees to fully cooperate with or perform additional investigation and supplement the notice required under this Section with any new information that becomes available. Upon request, Covered Entity shall have access to any additional information to enable Covered Entity to meet its obligations with respect to an unauthorized acquisition, use, or disclosure of PHI or Security Incident.

- 7) **Substance Use Disorder Information.** Business Associate acknowledges that it may receive Substance Use Disorder PHI that is protected under 42 CFR Part 2. Business Associate agrees that to the extent such PHI is protected by 42 CFR Part 2, Business Associate will fully comply with the federal provisions. Notwithstanding, Business Associate will only use or disclose Substance Use Disorder PHI in compliance with the provisions in 42.CFR part 2.
- 8) **Electronic Transfer.** If Business Associate electronically transmits or receives PHI on behalf of the Covered Entity, Business Associate shall comply with the Standards for Electronic Transactions Rule to the extent required by law and will utilize prevailing security industry standards for encryption. Business Associate will require any employee, agent, subagent, contractor, or subcontractor that assists Business Associate in electronically transmitting or receiving PHI to agree in writing to comply with the Standards for Electronic Transactions Rule to the extent required by law.

- 9) **Data Storage.** Business Associate shall not store PHI on any portable storage or removable media device without prior written Consent from Covered Entity.
- 10) **No Offshore.** Business Associate may not transmit, store, use or disclose PHI to an entity, person, or location outside of the Continental United States without the prior written consent of Covered Entity.
- 11) **Agents, Contractors, Subcontractors.** Business Associate shall require, and will be fully responsible and liable for ensuring that any employee, agent, subagent, contractor, subcontractor, or any other person who may have access to Covered Entity's PHI, or that creates, receives, maintains or transmits PHI on behalf of the Business Associate to agree in writing to the same terms and conditions that apply to Business Associate with respect to the use, disclosure and safeguarding of Covered Entity's PHI under this Agreement. If Business Associate becomes aware of a pattern of activity or practice by an employee, agent, sub-agent, or subcontractor that violates such Agreement, Business Associate agrees to take steps to cure the breach or end the violation. If Business Associate is unable to cure the breach or end the violation within a reasonable time, Business Associate is required to terminate its arrangement with that employee, agent, sub-agent, or contractor. Nothing in this paragraph removes Business Associate's responsibility to report the breach to Covered Entity required in this Section.
- 12) **Accounting of Disclosure.** Business Associate shall provide Covered Entity, within a reasonable time, all information to enable Covered Entity to respond to, provide access to, provide a copy of and account for disclosures of PHI in accordance with 45 CFR § 164.528. Upon request by Covered Entity, Business Associate shall produce an accounting of disclosures to an Individual consistent with HIPAA.
- 13) **Access and Amendment.** Business Associate shall provide Covered Entity with all information to enable Covered Entity to respond to a request for access to PHI as provided in 45 CFR §164.524 or to amend PHI in accordance with 45 CFR §164.526.
- 14) **Inspection of Records.** Business Associate agrees to make internal practices, books, and records related to the use and disclosure of PHI available to the Covered Entity and/or Secretary, in a time and manner designated by the Covered Entity and/or Secretary, for purposes of the Secretary determining compliance with the HIPAA rules. Business Associate shall notify Covered Entity of any request or demand by the Secretary or information related to the Covered Entity. Business Associate shall provide the Covered Entity with a copy of all information related to the Covered Entity that the Business Associate provides to the Secretary.
- 15) **Audit.** Business Associate agreed to provide Covered Entity or any applicable state or regulatory authority the right to conduct an audit of Business Associate's process, practices, and documentation related to the privacy or security of PHI or EPHI upon reasonable notice and following the occurrence of an unauthorized use, disclosure or Security Incident. Such audit may include an on-site assessment of Business Associate's privacy and security controls and protocols. Business Associate will bear the full cost of the audit unless the audit uncovers or was triggered by an unauthorized use, disclosure or Security Incident. Covered Entity may require Business Associate to complete a security questionnaire, onsite assessment and audit prior to or after the use or disclosure of PHI. In such a case, Business Associate will fully cooperate with such requirements.

16) **Subpoena.** If Business Associate receives a subpoena or similar request or notice from any judicial, administrative, or other regulatory body in connection with this Agreement, Business Associate will immediately notify Covered Entity and forward a copy of such subpoena, request, or notice to Covered Entity to enable Covered Entity to seek appropriate protections and exercise any rights it may have under law.

17) **Mitigation.** Business Associate agrees fully cooperate with Covered Entity and mitigate any harmful effect that is known or reasonably anticipated by Business Associate resulting from any unauthorized acquisition, access, use, or disclosure of PHI or Security Incident.

18) **Remedy.** Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Covered Entity in writing.

19) **Obligations of Covered Entity.**

a) Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity or is not otherwise authorized or permitted under this Agreement.

b) Covered Entity agrees that it shall only disclose the “minimum necessary” Protected Health Information to Business Associate as may be required for Business Associate to perform its services.

c) The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Business Associate’s facilities, systems, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity’s (i) failure to detect or (ii) upon detection, but failure to notify Business Associate or require Business Associate’s remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of Covered Entity’s enforcement rights under this Agreement.

d) Covered Entity shall be responsible for determining the need for and directing the implementation of any notifications of the unauthorized acquisition, use or disclosure of PHI.

20) **Effective Date and Termination.**

a) **Effective Date.** This Agreement is effective on the Effective Date, replaces and supersedes any prior Business Associate Agreement executed by the Parties. This Agreement supersedes any provision in any other Service Agreement executed by the Parties related to Business Associate’s obligations concerning PHI with respect to the Privacy and Security Rule.

b) **Termination.** This Agreement shall remain in full force and effect until termination of the business relationship of the parties contemplated by the Service Agreements. Any terms of this Agreement, which by their nature extend beyond the termination of the business relationship, shall remain in effect until fulfilled.

Except as otherwise provided in this Agreement herein, a breach by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement or any Service Agreements. If termination of the Agreement is not feasible, the Covered Entity will report the breach to the Secretary to the extent required by law.

Either Party may terminate the Agreement, effective immediately, if (i) the other Party is named as a defendant in a criminal proceeding for a violation of the Privacy Rule, the Security Rule, or HITECH; or (ii) a finding or stipulation that the other Party has violated the Privacy Rule, the Security Rule, or HITECH by any administrative or regulatory body, or civil proceeding.

- c) **Return or Destruction of PHI.** Upon termination of the Agreement, Business Associate shall return or destroy all Covered Entity's PHI in accordance with 45 CFR 164.504(e)(2)(ii)(I), if feasible. Business Associate will identify and explain in writing why destruction is not feasible. Business Associate agrees to restrict all further use or disclosure of any PHI which is not able to be destroyed. If Business Associate is required by law to retain a copy of such information, Business Associate will maintain the PHI for the requisite period required by law, after which Business Associate shall return or destroy Covered Entity's PHI. This provision extends to all PHI that may be in the possession of Business Associate's employees, agents, sub-agents, or contractors. Notwithstanding, Business Associate will complete these obligations as promptly as possible, but no later than thirty (30) days from the effective date of the termination of this Agreement.

21) **General Provisions**

- a) **Interpretation.** This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the Privacy Rule, the Security Rule, HITECH and the regulations promulgated thereunder.
- b) **Conflicts.** The Parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the Privacy Rule, the Security Rule, HITECH and the regulations promulgated thereunder. A reference in this Agreement to a specific section in HIPAA, the Privacy Rule, the Security Rule, HITECH, or the regulations promulgated thereunder means that section as amended from time to time. Should future amendments referenced in this Agreement change the section designation, or transfer a substantive regulatory provision to a different section, the section references herein will be deemed to be amended accordingly.
- c) **Severability.** The provisions of this Agreement are severable and if any provision is held or declared to be illegal, invalid, or unenforceable, the remainder of the provisions in this Agreement will continue in full force and effect.
- d) **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and shall be binding on the Parties, their legal representatives, successors, heirs and assigns.

- e) **Assignment.** Neither Party may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other Party to this Agreement.
- f) **Amendment.** Neither this Agreement, nor any provisions thereof, may be modified, amended, supplemented, or altered except by the written consent of the Parties.
- g) **Indemnification.** Business Associate shall indemnify, defend, and hold harmless Covered Entity and its managers, directors, officers, employees, affiliates, and agents from and against any and all third party liabilities, costs, claims, lawsuits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by a third party, arising from or in connection with the acts or omissions of Business Associate or any of its managers, directors, officers, employees, affiliates, agents, or other persons or entities under Business Associate's control, in connection with the Business Associate's performance under this Agreement. Without limiting the foregoing, Business Associate will indemnify Covered Entity for actual costs related to notification and mitigation of harm incurred by the Covered Entity. Covered Entity may, at its option, conduct the defense or settlement of any such action and Business Associate agrees to fully cooperate with such defense and/or settlement.
- h) **Insurance Coverage.** During the term of this Agreement, Business Associate shall maintain liability insurance or cyber insurance covering claims based on a violation of HIPAA and claims based on its obligations pursuant to this Agreement in an amount of not less than \$1,000,000 per occurrence \$2,000,000 aggregate.
- i) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- j) **Data Ownership.** Business Associate acknowledges and agrees that Business Associate has no ownership rights with respect to any PHI or EPHI disclosed under this Agreement.
- k) **Notices.** Any notice, request, demand, offer, acceptance, certificate, or other instrument which may be required or permitted to be given under this Agreement shall be in writing and will be deemed delivered to a Party (a) the day received when delivered by hand, or by reputable overnight delivery by a national carrier, or (b) when sent by confirmed electronic means, with a copy sent by another means specified in this subsection, in each case to the address of such Covered Entity as first stated above and to Business Associate as set forth below (or at such other address as the Party may from time to time specify by notice delivered in the foregoing manner):

To Business Associate: Compliance Department: Compliance@ndbh.com

And by Mail: Privacy Officer
New Directions Behavioral Health, LLC
PO Box 6729
Leawood, KS 66206

- l) **Force Majeure.** Either Party will be excused from delays in performing or from its failure to perform hereunder to the extent that such delays or failures result from causes such as fire, flood, earthquake, elements of nature or acts of God, labor disruptions or strikes, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, quarantines, embargoes and other similar governmental or third party action or any other cause beyond the reasonable control of such Party. The Party whose performance has been delayed or prevented will act diligently to resume performance as soon as reasonably possible.

- m) **Governing Law.** The Parties agree and acknowledge that this Agreement, and the rights, remedies and obligations of the parties hereunder, will be governed and construed in accordance with the laws of the State of Missouri.

- n) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be an original, but which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective organizations, have affixed their signatures to this Agreement.

New Directions Behavioral Health, L.L.C.

Covered Entity

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 2/6/2023 Amount:
Department: Community Development Account #:
Subject: Request to Accept Grand Reserve Phase 4 Potable Water, Sanitary Sewer,
and Storm Sewer Collection Piping and Collection Structure (Minus
Stormwater Infrastructure Lying in Tracts 4-1, 4-2, and 4-3)
Agenda Section: New Business:
Goal/Priority: Increase Economic Base, Financial Stability/Sustainability, Quality of
Life, Infrastructure

ATTACHMENTS:

Description	Type
Recommendation of Certification of Completion GR Ph 4	Cover Memo
01 - Bill of Sale Grand Reserve Phase 4 - 012723 DR Horton Signed	Cover Memo

Summary/Highlights:

DR Horton hereby acknowledged, hereby grants, sells, assigns, and conveys to the City of Bunnell all it right, title, and interest in and to all of the personal property, both tangible and intangible, located in all right-of-way and utility easements dedicated to the City in that certain plat of Grand Reserve Phase 4, as recorded in Plat Book 40 on Page 15 through 19 of the public records of Flagler County, Florida, and more particularly described, but without limitations, as the transferring of all potable water, sanitary sewer, and storm sewer collection piping and collection structures (but excluding stormwater infrastructure lying in Tracts 4-1, 4-2, and 4-3) on Grand Reserve Drive.

Background:

The City has received a Maintenance Bond for two years in the amount of \$ 1,373,953.00 from DR Horton for this infrastructure.

Staff Recommendation:

Approve acceptance of Grand Reserve Phase IV Potable Water, Sanitary Sewer, and Storm Sewer Collection Piping and Collection Structure (Minus Stormwater Infrastructure Lying in Tracts 4-1, 4-2, and 4-3).

City Attorney Review:

Approved for legal sufficiency

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
TINA-MARIE SCHULTZ
PETE YOUNG

December 16, 2022

Joe Walter, Land Development Project Manager
D.R. Horton
4220 Race Track Rd
St. Johns, FL 32259

RE: Recommendation of Certification of Completion - Grand Reserve Phase 4

Dear Joe,

Please find the below list of items that have been received by the City of Bunnell for the Grand Reserve Phase 4 Project:

1. Fire flow tests
2. Pavement reports
3. Signed and sealed as-builts for:
 - a. Water and reclaim mains
 - b. Sanitary sewer mains and structures
 - c. Storm sewer collection piping and collection structures
 - d. Paving and grading
4. Pressure tests and Bac-T tests for the water/utilities
5. FDEP potable water clearance
6. FDEP wastewater clearance
7. Engineer of record Certifications
 - a. Certification of Final Inspection
 - b. Certification of Cost
 - c. SJRWMD Stormwater As-Built Certification
8. Trench backfill compaction reports
9. Copy of recorded plat
10. Performance Bond (for Release)
11. Maintenance Warranty bond for 2-years
 - a. Engineers Certification of Cost
12. CCTV of the utilities
13. A field inspection was performed on April 4, 2022
 - a. The final punch list was emailed to Contractor on May 5, 2022
 - b. All items on punch list were completed and approved Via email on November 14, 2022

All the above items have been uploaded to the below link for everyone's reference:

[Grand Reserve PH 4 - Closeout](#)

Joe Walter, Land Development Project Manager
Grand Reserve Phase 4
December 16, 2022
pg. 2

The limits of the Grand Reserve Phase 4 project entail Grand Reserve Drive from Station 99+00 to 123+00, Pinnacle Place cul-de-sac and the entirety of the Grand View Drive cul-de-sac. All above items have been reviewed, corrected by contractor as necessary and rereviewed prior to proceeding with this recommendation of certification.

By copy of this letter, I hereby recommend that the City of Bunnell accept and certify that the above-mentioned Phase 4 portions of the potable water, sanitary sewer, and storm sewer collection piping and collection structures have been completed and are in substantial compliance with the current City specifications and the approved Parker Mynchenberg & Associates, Inc. plans with last revision date of April 23, 2021 and signed/sealed on May 5, 2021. As part of the acceptance for ownership and maintenance related to such improvements, please find attached a Bill of Sale for execution. Stormwater infrastructure lying in Tracts 4-1, 4-2, and 4-3 are excluded from the acceptance for ownership and maintenance.

By copy of this letter, I also hereby recommend that the City of Bunnell certify that the above-mentioned Phase 4 portions of the roadway and reclaim watermain improvements have been completed and are in substantial compliance with the approved Parker Mynchenberg & Associates, Inc. plans with last revision date of April 23, 2021 and signed/sealed on May 5, 2021, with the exceptions stated herein. Please note that the roadway and reclaim watermain improvements are not being accepted for ownership and maintenance by the City of Bunnell. The grades of the roadways have not been built to the City of Bunnell minimum standards, but at time of inspection, the roads were functioning and draining stormwater runoff as per the original intent of the approved Parker Mynchenberg & Associates, Inc. plans. Please note that due to the fact that the roadway grading does not meet the City of Bunnell minimum standards, these roads are recommended to be certified as completed, but cannot and will not be accepted for ownership and maintenance by the City of Bunnell.

Should you have any questions, please feel free to contact me anytime at 386-523-4053, or by e-mail at mdepasquale@bunnellcity.us.

Sincerely,

City of Bunnell



Marcus DePasquale, PE
City Engineer

cc: Dustin Vost, Infrastructure Director
Bernadette Fisher, Community Development Director
Kristen Bates, City Clerk

C:\City Of Bunnell\Bunnell Developer Plan Reviews\Grand Reserve Phase 4\As-Builts And Acceptance GR Phase 4\00 - Recommendation Of Certification Of Completion GR Ph 4 Combined - 12-16-22.Doc

GRAND RESERVE PHASE 4
BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **D.R. Horton, Inc. – Jacksonville**, a Delaware corporation, ("**Developer**") for the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, paid by the **City of Bunnell, Florida**, a Florida municipal corporation ("**City**"), the receipt of which is hereby acknowledged, hereby grants, sells, assigns, and conveys to City all its right, title, and interest in and to all of the personal property, both tangible and intangible, relating to potable water, sanitary sewer, and storm sewer collection piping and collection structures (but excluding stormwater infrastructure lying in Tracts 4-1, 4-2, and 4-3), located in all right-of-way and utility easements dedicated to the City in that certain plat of Grand Reserve Phase 4, as recorded in Plat Book 40 on Pages 15 through 19 of the public records of Flagler County, Florida, and more particularly described, but without limitation, as follows:

The limits of the Grand Reserve Phase 4 project entail Grand Reserve Drive from Station 99+00 to 123+00, Pinnacle Place cul-de-sac and the entirety of the Grand View Drive cul-de-sac. Phase 4 portions of the potable water, sanitary sewer and storm sewer collection piping and collection structures have been completed and are in substantial compliance with the current City specifications and the approved Parker Mynchenberg & Associates, Inc. plans with last revision date of April 23, 2021 and signed/sealed on May 5, 2021.

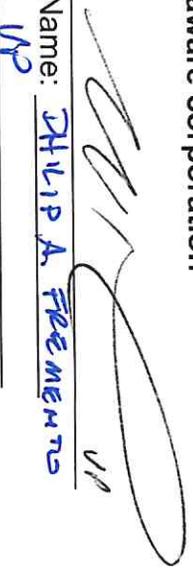
Developer represents and warrants that it is providing all of its ownership interest in and to the above-referenced Improvements and has removed or provided for the removal of all liens, security interests, or encumbrances. Developer further assigns any and all of its rights to any and all manufacturers' warranties related construction, manufacture and fitness of use to any and all Improvements to City.

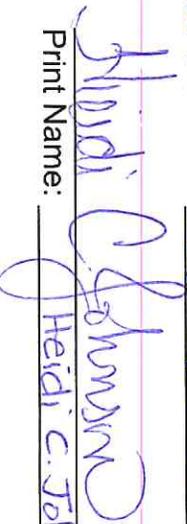
IN WITNESS WHEREOF, this instrument shall be effective as of the 21 day of January, 2023.

Witnessed:

D.R. HORTON, INC. - JACKSONVILLE
a Delaware corporation


Print Name: JOE WATTEN

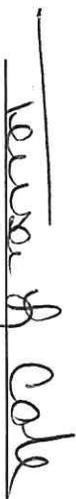
By: 
Print Name: PHILIP A. FREEMAN
Title: VP


Print Name: Heidi C. Johnson

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this January 27th, 2023 by Philip A. Femento D.R. Horton, Inc. - Jacksonville, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Notary Seal]


Notary Public

TERESAL COLE
Commission # HH 099745
Expires May 18, 2025

Name typed, printed or stamped
My Commission Expires:

ATTEST:

CITY OF BUNNELL

By: _____
Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Approved as to form and legality:

Vose Law Firm, City Attorney



City of Bunnell, Florida

Agenda Item No. H.3.

Document Date: 2/9/2023 Amount: \$15,557
Department: Infrastructure Account #: 533.6400 & 535.6400
50/50
Subject: Request for Approval to Purchase An Equipment Trailer for the Infrastructure
Mini Track Excavator
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Quote	Quote
Sourcewell Membership	Contract

Summary/Highlights:

The Infrastructure Department is seeking approval to purchase a new equipment trailer for the Utility Department's new Cat 306 Mini Track Excavator.

Background:

The department's current trailer is incapable of handling the weight of the new Cat 306. The gross weight of the machine is 16,000lbs, the current trailer weight is rated at 12,000lbs.

As the purchase price of the department's VacTruck earlier this fiscal year came in under budget, there are funds available for the trailer purchase.

Staff Recommendation:

Approve the purchase of an equipment trailer for the Infrastructure mini track excavator.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

Ring Power

Ring Power Corporation
 500 World Commerce Parkway
 St. Augustine, FL 32092

QUOTE PER THE SOURCEWELL CONTRACT

Quote Prepared For:
 City of Bunnell

2/2/2023

(1) NEW TOWMASTER T-18D TRAILER**CONTRACT DETAILS**

Sourcewell Contract # 092922-MNR Effective: October 1, 2018 through May 13, 2024
--

MACHINE SPECIFICATIONS

BASE MODEL T-18D	\$23,895
DOT INSPECTION	\$160
20' DECK LENGTH	INCL
2" NOMINAL OAK DECKING	INCL
102" OVERALL WIDTH, 82" DECK	INCL
(2) 10K OIL BATH AXLE	INCL
ELECTRIC BRAKES	INCL
(4) 235/75R 17.5" (H) TIRES	INCL
WHITE MOD WHEELS	INCL
12k DROP LEG JACK	INCL
LED LIGHTS	INCL
7 POLE RV PLUG	INCL
3" PINTLE RING HITCH	INCL
(2) 6' CLEATED STYLE RAMPS, FLAT BAR HOLD UP, WITH SPRING ASSIST.	INCL
TRAILER COLOR - BLACK	INCL
RAMP COLOR - EQUIPMENT RED	INCL
(8) D-RING TIE DOWNS	INCL
TOOL BOX WITH LID	<u>\$125</u>
TOTAL LIST PRICE	\$24,180
LESS 16% SOURCEWELL DISCOUNT	<u>(\$3,869)</u>
SUBTOTAL	\$20,311
ADDITIONAL DISCOUNT FOR 2022 MODEL YEAR **	<u>(\$4,754)</u>
TOTAL SOURCEWELL MACHINE PRICE	\$15,557

** LIMITED QUANTITIES AVAILABLE

Best regards,

Trevor Juairé
Sales Representative
Ring Power Corporation

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

ID# 81549

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Update your organization’s information

Add a contact for your organization

Need help?

Contact our dedicated Membership Team at membership@sourcewell-mn.gov or 877-585-9706.



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City of Bunnell, Florida

Agenda Item No. H.4.

Document Date: 2/13/2023 Amount: \$533,795
Department: Engineering Account #: New Account Will Be Established
Subject: Request Approval of Contract# 2023-01 with Collage Design and Construction, Inc for the Bunnell Administration/Police Department Complex Design- Build Project
Agenda Section: New Business:
Goal/Priority: Organizational Excellence

ATTACHMENTS:

Description	Type
Proposed Contract	Contract

Summary/Highlights:

This is a request to approve the contract with Collage Design and Construction, Inc for the Bunnell Administration/Police Department Complex Design- Build Project and approve the required transfer from reserves.

Background:

At the January 23, 2023 City Commission Meeting, the Commission authorized staff to negotiate with the companies as ranked by the Selection Committee who responded to RFQ 2022-02. Collage Design and Construction, Inc was ranked number one.

Staff has been in negotiations with this company since being granted permission by the Commission.

The following staff were involved in the negotiations: City Manager Alvin B. Jackson, Jr.; City Attorney Paul Waters; Finance Director Kristi Moss; City Engineer Marcus DePasquale.

Staff Recommendation:

Approval of Contract# 2023-01 with Collage Design and Construction, Inc for the Bunnell Administration/Police Department Complex Design- Build Project

City Attorney Review:

Contract approved for legal sufficiency

Finance Department Review/Recommendation:

The Bunnell Administration/Police Department Complex Design- Build Project will be funded through the issuance of a loan. Once the design phase is complete and a Gross Maximum Price (GMP) is established, the city will proceed with obtaining the required loan. Costs for Phase 1 (\$533,795) will need to be transferred from Reserves until the loan process is complete.

City Manager Review/Recommendation:

To approve the contract with Collage Design and Construction, Inc for the Bunnell Administration/Police Department Complex Design- Build Project and approve the required transfer from reserves.

**AGREEMENT BETWEEN THE
CITY OF BUNNELL
AND COLLAGE DESIGN AND CONSTRUCTION GROUP, INC.
D/B/A THE COLLAGE COMPANIES FOR
BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX
DESIGN – BUILD PROJECT
(CITY CONTRACT NO.:2023-01)**

THIS AGREEMENT is entered into by and between the CITY OF BUNNELL (the "City"), whose address is 604 E Moody Blvd., Bunnell, FL 32110, and COLLAGE DESIGN AND CONSTRUCTION GROUP, INC. d/b/a THE COLLAGE COMPANIES ("Design-Builder"), whose address is 585 Technology Park, Lake Mary, Florida 32746. All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

WHEREAS, the City intends to design and construct a project known as the Bunnell Administration / Police Department Complex ("Project"),

WHEREAS, If the City does not accept the GMP proposal, then Design-Builder's Designer shall complete the Project design and permitting work. The City will use the completed design documents to solicit bids from the other contractors selected through the RFQ process, starting with the next highest scoring contractor.

WHEREAS, the City determined that its goals for the Project would be best-served by using a process whereby the City and Design-Builder will implement the Project through two phases. Under Phase I, Design-Builder will perform programmatic, design and pre-construction services to help the City determine the scope, price and schedule of the Project. Under Phase 2, Design-Builder will complete the design and construct the Bunnell Administration / Police Department Complex; and

The parties hereby agree to the following terms and conditions.

1. THE WORK

(a) The Work will be performed under two phases, and shall consist of the following:

1. Phase 1 Work. Design-Builder is responsible to perform the Phase 1 Work (90% Design and GMP Proposal) as set forth in Attachment A -Statement of Work and Attachment B - - DESIGN-BUILDER'S PHASE 1 WORK.
2. Phase 1 Work includes Design-Builder providing the City with a Proposal that will establish the terms for Phase 2 Work (Final Design and Construction Phase), including but not limited to the GMP and Guaranteed Maximum Delivery Date ("GMD" and also referred to herein as the "Certificate of Occupancy & Move-In Date)". Design-Builder acknowledges that the City is under no obligation to accept the GMP Proposal or authorize Phase 2, and that the City shall have, among other things, the right to terminate this Agreement in accordance with Paragraph I5(b)-Termination for Convenience.
3. As part of the Phase 1 Work, Design-Builder will also prepare and submit to the City a GMP Proposal, which will define, among other things, the Final Design and Construction Phase and which, if accepted by the City, will be incorporated into this Agreement by amendment.
4. No Construction at the Site is included as part of the Phase 1 Work.

- (b) Phase 2 Work- Final Design and Construction. If the City accepts the GMP Proposal, then Design-Builder is responsible to perform the Phase 2 Work (Final Design, Permitting and Construction Phase), as set forth in Attachment A - Statement of Work.

2. TERM

- (a) The term of this Agreement shall include the Phase 1 Effective Date to the Phase 1 Completion Date [subparagraph (d) below] and the Phase 2 Effective Date to the Phase 2 Completion Date [subparagraph (e) below], as applicable. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Phase 1 or Phase 2 Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the applicable Completion Date survive termination or expiration hereof.
- (b) **Effective Date**. The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Commencement of Work**
1. Design-Builder shall commence the Phase 1 Work upon the issuance of a fully executed copy of this Agreement by the City. This date shall be known as the "Phase 1 Commencement Date."
 2. If accepted by the City, Design-Builder shall commence the Phase 2 Work upon the issuance of a written NTP by the City. This date shall be known as the "Phase 2 Commencement Date." The City's acceptance of the GMP Proposal and GMD Date will be incorporated into the Agreement through an Amendment. The City will issue the written NTP within seven days of the Effective Date of the Amendment, unless the Parties mutually agree otherwise in writing.
 3. Design-Builder shall prosecute all Work regularly, diligently, and uninterruptedly so as to complete all Work ready for use in accordance with the Statement of Work and the time for completion stated therein.
- (d) **Phase 1 Completion Date**: Completion Date of Phase 1 of this Agreement is 217 days from Notice to Proceed, unless extended by mutual written agreement of the parties. Phase 1 of the Work shall be completed for use no later than said date.
- (e) **Phase 2 Completion Date (if the GMP Proposal is accepted by the City)**: Completion Date of Phase 2 of this Agreement will be established at time of GMP, unless extended by mutual written agreement of the parties. Design-Builder shall not commence work on Phase 2 of the Agreement until approved by the City and a written Notice to Proceed has been issued for same. Phase 2 of the Work shall be completed for use no later than said date.

3. LIQUIDATED DAMAGES

- (a) If Design-Builder neglects, fails, or refuses to satisfactorily complete the Work by the GMP, Design-Builder shall, as a part of the consideration for this Agreement, pay the City the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Design-Builder is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the City would sustain in such event. The amount of liquidated damages shall be one tenth of one percent (0.1 %) of the total

Phase 2 amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the City, such as the cost of finding a replacement Design-Builder for completion of the Work if this Agreement is terminated by the City for non-performance.

- (b) Design-Builder shall not be charged with liquidated damages or any excess cost when the City determines that Design-Builder's reasons for the time extension are acceptable in accordance with FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

4. DELIVERABLES

- (a) The Work is specified in the Attachment A - Statement of Work and Attachment B - Phase 1 Work Requirements (referred to as "Statement of Work" hereinafter unless noted otherwise). Design-Builder shall deliver all products and deliverables as stated therein and shall correct errors or omissions without additional compensation. All written deliverables (reports, papers, analyses, etc.) shall be submitted in machine readable form in formats consistent with the City's standard software products, which include the Microsoft Office Suite (Word, Excel, Access, and PowerPoint). Other formats may be accepted if approved by the City's representative. If the Statement of Work does not include assistance in litigation undertaken or defended by the City, Design-Builder agrees to testify and assist the City in any such litigation that is dependent upon or related to the Work, except suits or claims between the parties, at the hourly rate provided in the Statement of Work. This obligation shall survive termination or expiration of this Agreement.
- (b) Design-Builder is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Design-Builder shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Design-Builder shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's representative shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (c) If not otherwise addressed in the Statement of Work, upon written request, Design-Builder shall submit written progress reports to the City's representative at the frequency requested in a form approved by the representative at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

5. OWNERSHIP OF DELIVERABLES

- (a) All deliverables, including Work not accepted by the City, are City property when Design-Builder has received compensation therefor, in whole or in part. For any Work subject to patent, copyright, such Work is a "work made for hire" as defined by the patent and copyright laws of the United States. Design-Builder shall not make any representation otherwise and, upon request, shall sign any documents so affirming. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Statement of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work and, with the exception of the original plans and

specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

- (b) The City shall have the unrestricted right to use and disseminate all the above-referenced documents without payment of further compensation to Design-Builder, provided that any future use for other than the purpose intended by this Agreement shall be at the City's sole risk and without liability to Design-Builder. Design-Builder shall include language in all subcontracts clearly indicating that ownership and copyright to all materials produced pursuant to this Agreement remains with the City, as provided herein. All original sketches, tracings, drawings, computation details, calculations, field books and plans that result from the Work shall become the sole property of the City. Design-Builder shall submit all such work products to the City, if requested. Design-Builder may retain copies of all work products created pursuant to this Agreement.

6. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Phase 1 Work, the City agrees to pay Design-Builder an amount not to exceed Four Hundred Ninety Eight Thousand Seven Hundred Ninety Five Dollars (\$498,795.00)(the "Total Phase 1 Compensation").

7. PAYMENT OF INVOICES

- (a) Design-Builder shall submit itemized monthly invoices by one of the following two methods: (1) by email to kmoss@bunnellcity.us (preferred) or (2) by mail to the 604 E. Moody Blvd, Bunnell, FL 32110. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Design-Builder shall provide additional supporting information as required to document invoices.
- (b) All invoices shall include at a minimum the following information: (1) City contract number; (2) Design- Builder's name and address (include remit address, if necessary); (3) Design-Builder's invoice number and date of invoice. Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 25 business days of approved pay requisition, or otherwise in accordance with Section 215.422, Florida Statutes (State of Florida's Prompt Payment Statute) . Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (c) **Payments withheld.** The City 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 City from loss as a result of: (1) defective Work not remedied; (2) failure of Design-Builder to make payments when due to subcontractors or suppliers for materials or labor; (3) failure to maintain adequate progress in the Work; (4) damage to another contractor; or (5) 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.
- (d) **Payments**
 1. Payments for Phase 1 Work. The City will make progress payments for the Phase I Work after the City's receipt of each properly submitted and approved invoice.
 2. Payments for Phase 2 Work Engineering/Architectural Services. For Phase 2 professional services performed after issuance of the Phase 2 NTP, the City will make progress payments for the Work after the City's receipt of each properly submitted and approved invoice. The City will pay Design-

Builder 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of Phase 2 Work.

3. Payments for Phase 2 Work: Construction Services. For Phase 2 construction services performed after issuance of the Phase 2 NTP, the City will make progress payments after the City's receipt of each properly submitted and approved invoice. Payments for items defined as General Conditions (GC) costs within the Guaranteed Maximum Price (GMP) shall be paid as a lump sum (fixed) amounts; payments for non-GC Cost of the Work (COW) items shall be in the amount of the actual cost; payments for overhead and profit (7.5% of the total of GC and COW) shall be in an amount proportionate to the completed work. The City will pay Design-Builder 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the Work. Design-Builder may present the City with a payment request for part or all the retainage as provided by §218. 735(7)(e), Fla. Stat.

8. **PAYMENT AND RELEASE.** Upon satisfactory completion of Phase 1 and 2 Work, the City will provide Design-Builder written statements accepting all deliverables. Design-Builder's acceptance of final payment for each phase shall constitute a release in full of all Design-Builder claims against the City arising from the performance of this Agreement for that phase, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

9. **INSURANCE**
 - (a) Design-Builder shall acquire and maintain all insurance required by Attachment C - Insurance Requirements and shall not commence Work until it has provided Certificates of Insurance to the City as per Attachment C. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Design-Builder waives its right of recovery against the City to the extent permitted by its insurance policies. Design- Builder's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Design-Builder's obligation to provide insurance.

 - (b) Contractor shall list the City as additional insureds on insurance policies as required in Attachment B, Insurance Requirements

10. **CONTRACTUAL LIMITATION OF LIABILITY PURSUANT TO §558.0035 FLA. STAT.**
PURSUANT TO §558.0035, FLA. STAT., AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGN PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

11. **PROJECT MANAGEMENT PERSONNEL**
 - (a) The representatives listed below shall be responsible for overall coordination and management of the Work. Either party may change its representative 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 representatives 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; (4) email or, (5) fax. 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 email or fax are deemed delivered on the date transmitted and received.

CITY

Marcus DePasquale, City Engineer
City of Bunnell
604 E Moody Blvd.
Bunnell, FL 32110
Email: mdepasquale@bunnellcity.us

DESIGN-BUILDER

Bob Gilbert, COO
The Collage Companies
585 Technology Park
Lake Mary, FL 32746
Phone: 407-915-6173
Email: rgilbert@collage-usa.com

Send Payment Applications to:

Kristi Moss, Finance Director
City of Bunnell
604 E Moody Blvd.
Bunnell, FL 32110
Email: kmoss@bunnellcity.us

- (b) Design-Builder shall maintain an adequate and competent professional staff. Design-Builder's employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Design-Builder shall furnish proof thereof.

12. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten days after execution of this Agreement, Design-Builder shall schedule a pre-work conference with the City's representative to discuss scheduling and other matters. Design-Builder shall provide a work plan for the City's approval not less than five days prior to the pre-work conference. The City shall have ten days to review the work plan.
- (b) **Progress Reports.** Design-Builder shall provide monthly progress-report updates/status reports to the City. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City's representative and Design-Builder, and may include emails, memos, and letters.
- (c) **Critical Path Management.** The City may require Design-Builder to provide separate a Critical Path Management (CPM) networks for Phase I and Phase 2 Work, which shall be provided within 15 days of request or when the work plan is submitted, whichever occurs last.
- (d) **Progress Meetings.** The City may conduct progress meetings with Design-Builder on a frequency to be determined by the City. In such event, Design-Builder shall make available its representative and other appropriate personnel to discuss matters pertinent to the Work.

13. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Design-Builder shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Design-Builder: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions,

(j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

- (b) **Delay.** Design-Builder shall not be compensated for delays caused by Design-Builder's inefficiency, rework made necessary by Design-Builder's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Design-Builder shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten-day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary.

14. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the City.

(b) **Change Orders**

1. The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Design-Builder, except for the reasonable cost of any additional Work. All such Work within Design-Builder's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Design-Builder shall implement the Change Order and shall maintain and present in such form as the City representative may direct the correct amount of the net cost of labor and materials, together with vouchers.
2. For any Change Order requests submitted by Design-Builder, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Design-Builder, do not warrant an increase in the Total Phase 1 or Phase 2 Compensation or extension of the Completion Date. If Design-Builder disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.

- (c) **Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Design-Builder an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five days. Within 15 days after commencement of the emergency change in the Work, Design-Builder shall provide the City with a written estimate of any increased costs or delays as a result thereof. Failure to do so notify the City constitutes a waiver of any right to an extension of time or increase in compensation. Within 15 days after receipt of Design-Builder's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute

resolution procedure. In no event shall Design-Builder decline to perform the emergency change in the Work.

15. TERMINATION AND SUSPENSION

- (a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Design-Builder's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Design-Builder with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford Design-Builder an opportunity to cure said deficiency within a reasonable time, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Design-Builder shall not receive any further payment until the Work is completed by the City. Design-Builder shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Design-Builder.
- (b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon 30 days' written notice to Design-Builder. In such event, Design-Builder shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Design-Builder shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Design-Builder shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Design-Builder may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Design-Builder fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Design-Builder fails or refuses to comply with a Stop Work Notice.
- (d) **City Suspension for Convenience.** Upon reasonable notice, the City may direct Design-Builder to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Design-Builder not less than five days' written notice, except in emergency circumstances. Design-Builder shall immediately comply with such notice. Should such stoppage increase Design-Builder's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.

(e) Design-Builder's Right to Stop Work or Terminate Agreement

1. **Stop Work.** Upon reasonable notice Design-Builder may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Design-Builder or third persons; or (3) the City fails to pay Design-Builder when due any undisputed and adequately documented sum certified for payment by the City representative. In such event, Design-Builder shall provide the City not less than seven days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
2. **Termination.** Upon reasonable notice, Design-Builder may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Design-Builder, for a period of not less than three months; (2) the City fails to pay Design-Builder when due any undisputed and adequately documented sum certified for payment by the City representative. In such event, Design-Builder shall provide not less than 20 days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.
3. **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Design-Builder shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

16. In consideration of the payments hereinafter specified, Design-Builder agrees to furnish and deliver all materials and perform all labor required for, Bunnell Administration / Police Department Complex Design-Build Project (the "Work"). In accordance with RFQ 2022-02, Design-Builder shall complete the Work in conformity with this Agreement, which consists of and incorporates all the following documents: (1) advertisement or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) qualifications submittals; (5) Design-Builder's proposal; (6) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 5).

17. DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of responses, which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT (DESIGN-BUILD CONTRACT): The written contract between the City and Design-Builder covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words "Contract" and "Agreement" are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BUSINESS DAY: Monday through Friday, excepting those holidays observed by the City- New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving (and Friday), and Christmas Day.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Statement of Work or the Total Phase 1 or Phase 2 Compensation or provide for an extension of time.

DESIGN-BUILDER'S REPRESENTATIVE: The individual designated by Design-Builder to be responsible for overall coordination, oversight, and management of the Work for Design-Builder.

DESIGN-BUILDER'S ON-SITE SUPERINTENDENT: Design-Builder's representative who is present during the progress of the Work and authorized to receive and fulfill instructions from Design-Builder's representative or the City.

DESIGN-BUILDER'S AFFIDAVIT AND FINAL RELEASE OF LIENS: The instrument that is to be signed by Design-Builder and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's representative defined in this agreement or another authorized representative of the City who is assigned to inspect the Work.

JOINT VENTURE: An association of two or more persons or businesses carrying out a single business enterprise for which purpose they combine their capital, efforts, skills, knowledge and/or property. Joint ventures must be established by written agreement.

KEY PERSONNEL: The individuals, employed by Design-Builder or other firm included on the Project Team, who would fill certain key roles in delivery of the Project and related services by Design-Builder, including the following positions: Project Manager, Engineering Design Manager, Project Architect, Permitting Manager, Construction Manager, and On-site Superintendent.

LEAD/PROJECT ARCHITECT: The member of the Project Team having primary responsibility for all architectural services for the Project.

LEAD/PROJECT CONSTRUCTOR: The member of the Project Team having primary responsibility for building/installation services for the Project.

LEAD/PROJECT DESIGNER: The member of the Project Team having primary responsibility for design services for the Project.

PAYMENT BOND: The payment security furnished by Design-Builder and surety in the form provided by the City as guarantee that Design-Builder will pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERFORMANCE BOND: The performance security furnished by Design-Builder and surety in the form provided by the City as guarantee that Design-Builder will complete the demobilization and site restoration work required in the statement of work and in accordance with the terms of the Agreement.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a bid, proposal, submittal, or Performance and Payment Bond, the word "principal" means the same as the word "Design-Builder."

PROJECT TEAM: Respondent's key personnel (and their firm affiliations), are Lead Project Manager, Lead/Project Architect, Lead/Project Engineer, Lead/Project Engineering Design Manager, Permitting Manager, Construction Manager, and Project On-Site Superintendent. Provide the names and phone numbers of all such members. The Project On-Site Superintendent must be an employee of Lead Constructor.

REQUEST FOR QUALIFICATIONS: An advertised solicitation for sealed Submittals, with the title, date, and hour of the public opening designated. It includes a detailed description of the services sought, the date for submittal of the response, and all contractual terms and conditions.

RESPONDENT: Any corporation, partnership, joint-venture, sole proprietor, or not-for-profit who submits a response to a solicitation.

RESPONSE: The documents and files submitted by Respondent to the Request for Qualifications solicitation. The words "Submittal" and "Response" are synonymous in these documents.

STATEMENT OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Design-Builder relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material. The words "Subcontractors" and "Subconsultants" are synonymous in these documents.

SURETY: The person bound by the Agreement bond with and for Design-Builder, and who is primarily liable and engages to be responsible for Design-Builder's satisfactory performance of the Work and for its payment of all debts pertaining thereto.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

18. ACCESS; WORK AREA

- (a) **Access.** The City will provide sufficient access to accomplish Work performed on City property. Design-Builder shall maintain all on-site roadways and paved and unpaved access roadways to and from the worksite in an acceptable and passable condition at no additional cost to the City, which shall, upon conclusion of the Work, be returned to their original condition. Land access to construction sites is restricted to the route designated by the City. Design-Builder is responsible for improvements and repairs to access routes required during construction. All access routes shall be used for the purpose of construction only. Design-Builder shall not disturb lands or waters outside the area of construction, except as may be found necessary and authorized by the City.
- (b) **Work Area.** All Work shall be confined to the designated work area(s). Design-Builder shall obtain written approval from the City before making any adjustments.

19. ASSIGNMENT AND SUBCONTRACTS

- (a) Design-Builder shall not sublet, assign, or transfer any Work involving more than ten percent of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent.

20. **AUDIT; ACCESS TO RECORDS.** Design-Builder must preserve its books and other records involving transactions related to this Agreement and provide the City, or its duly authorized representatives, access and necessary facilities to inspect and audit those records for five years after the receipt of funds. If an examination or audit is performed, Design-Builder must continue to maintain all required records until such audit has been completed and all questions arising from it are resolved. Design-Builder shall refund any payment(s) that are found to not constitute allowable costs based upon an audit examination.

21. **BONDS**

(a) **Payment Bond.** A payment bond equal to the Total for Phase 2 Compensation amount is required when the fixed price contract amount is greater than \$200,000. The City may require, in its sole judgment and discretion, a payment bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.

(b) **Performance Bond.** A performance bond equal to the Total for Phase 2 Compensation amount is required when the fixed price contract amount is greater than \$200,000. The City may require, in its sole judgment and discretion, a performance bond for fixed price contracts of \$200,000 or less, in which event the bonding requirement shall be disclosed in the solicitation.

(c) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the City prior to commencement of the Work. Bond premiums shall be paid by Design- Builder. Bonds shall be on the form provided in the Bid Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.

(d) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site. The total amount bonded shall not exceed Surety's underwriting limitation as defined in U.S. Department of Treasury Circular 570, Companies Holding Certificates of Authority as Reinsurance Companies. Surety must be licensed to write bonds in the state of Florida.

(e) Attorneys-in-fact who sign performance and payment bonds must file with such bonds a certified copy of their power of attorney to sign such bonds. All bonds must be countersigned by a Florida resident agent of the surety, with proof of agency attached.

22. **CIVIL RIGHTS.** Pursuant to chapter 760, Fla. Stat., Design-Builder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, or national origin, age, handicap, or marital status.

23. **CLEANUP; EQUIPMENT REMOVAL.** Upon expiration or termination of this Agreement, Design-Builder shall restore the worksite to its original condition, except for replacement of vegetation, unless otherwise required by this Agreement. Design-Builder shall remove from City property and all public and private property all machinery, equipment, supplies, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities. After 20 days, the City may sell or dispose of any materials left at the worksite as it sees fit and deduct the cost of sale or disposal from any amounts due to Design-Builder. Any revenues obtained shall be applied toward costs incurred by the City, with excess revenues paid to Design-Builder.

24. **CONFLICTING EMPLOYMENT.** By entering into this Agreement, Design-Builder represents and warrants that, as of the effective date of the Agreement, Design-Builder has no conflicting employment. "Conflicting employment" means instances in which Design-Builder's representative or professional Design-Builder employee assigned to the project team involved in performance of this Agreement, or the professional employee of any subcontractor of Design-Builder involved in performance of this Agreement, provides services to any person or entity whose interests are adverse to those of the City, including, but not limited to, representing or providing consulting services to parties involved in permit applications that are pending before the City. In the event such conflicting employment exists or develops during the performance of this Agreement, Design-Builder shall eliminate the conflict by terminating or modifying its business relationship with the non-City person or entity from which the conflict arises, or making changes in personnel to eliminate the conflict; provided, however, that changes in key personnel involved in performance of this Agreement must be approved by the City. Design-Builder further represents that, until the Work has been completed in accordance with the terms hereof, Design-Builder shall have no undisclosed conflict of interest between the services to be provided under this Agreement and services being provided by Design-Builder to any other clients. Should Design-Builder or the City become aware of any such conflict, that party will promptly notify the other party thereof, which shall include timely notice from Design-Builder's representative to the City's representative of all permit applications submitted to the City where the applicant is being represented or assisted by a Design-Builder professional employee involved in the performance of this Agreement. Design-Builder and the City shall negotiate in good faith to resolve any conflict. Notwithstanding the foregoing, Design-Builder may accept retainers from or be employed by third parties whose interest may conflict or appear to conflict or be inconsistent with that of the City if, after full written disclosure of the facts to the City, the City determines, in its sole discretion and judgment, that such actual or apparent conflict shall not interfere with the performance of the Work by Design-Builder or otherwise be significantly adverse to the interests of the City. No Design-Builder Employee who, through this Agreement or its renewals, receives training or experience in the regulatory operations of the City by acting in the capacity of a permit reviewer may, during the term of this Agreement, including renewals, perform any work or provide any assistance, either directly or indirectly, to any applicant or anticipated applicant for a City permit.

25. **CONTINGENCY FEES.** Pursuant to §287.055(6)(a), Fla. Stat., Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Design-Builder or Design-Builder's Subconsultants, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Design-Builder or Design-Builder's Subconsultants, any fee, commission, percentage, or other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of these provisions, the City may terminate this Agreement without liability and, at its discretion, deduct from the contract price or otherwise recover the full amount of any such fee, commission, percentage, gift, or other consideration.

26. **COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS**

(a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Design-Builder's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Design-Builder shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to that of others in a proper manner, and in accordance with the intent of the Statement of Work. Design-Builder shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Design-Builder shall afford other City contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly conduct and coordinate its Work with theirs. Design-Builder shall take into account all contingent work to be done by others and shall not plead its want of knowledge of such

contingent work as a basis for delay or non-performance. Design-Builder shall be liable for any damage it causes to the work performed by other City contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Design-Builder shall inspect and promptly report any defects in the other contractors' work that render it unsuitable for Design-Builder's Work. Failure to so inspect and report shall constitute an acceptance of the other contractors' work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractors' work after execution of the Work.

27. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the City's intention to fully assist Design-Builder in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Design-Builder should discuss any questions or issues with the City's representative and communicate such questions or issues in writing when required by this Agreement or as otherwise determined by Design-Builder to be in its best interest. Within a reasonable time, the City shall respond through its representative.

28. DISPUTE RESOLUTION

- (a) During the course of work. Design-Builder has the duty to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement by the parties. Unless otherwise specified, any formal request by Design-Builder for additional compensation, schedule adjustment, or other dispute resolution shall be submitted by Design-Builder to the City's representative no later than ten days after the occurrence of the event causing the dispute. The City's representative shall forward the formal request to the City's Manager for consideration. Design-Builder may request non-binding mediation in the formal request. The City shall, at its sole discretion, determine whether the formal request will be addressed through mediation. If the City chooses to submit to nonbinding mediation, the parties shall share equally in all associated costs. FAILURE TO PROVIDE SUCH FORMAL REQUEST SHALL CONSTITUTE A WAIVER OF ANY CLAIM ARISING OUT OF EVENTS OCCURRING MORE THAN TEN DAYS PRIOR TO THE DATE THE FORMAL REQUEST IS PROVIDED TO THE CITY, UNLESS EXTENDED BY THE CITY.

No later than 20 days after the receipt of such request, the City's representative will inform Design-Builder of its decision to submit to non-binding mediation or it will issue a written decision upon the request; provided, however, that the City may extend this period for an additional 20 days in complex matters requiring detailed investigation. If the City chooses to consider the matter in-house, a determination will be provided to Design-Builder's authorized representative. At all times, Design-Builder shall proceed with the Work in accordance with said determination, instruction, or clarification. The determination of the City shall be deemed final and accepted by Design-Builder unless Design-Builder, within ten days after receipt thereof, files with the City's Executive Director, copying the City's representative, a written statement that clearly describes the basis for Design-Builder's disagreement with said determination. FAILURE TO SUBMIT A WRITTEN STATEMENT AS PROVIDED FOR HEREIN SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO FURTHER

DISPUTE THE CITY'S DETERMINATION, INSTRUCTION, OR CLARIFICATION.

No later than ten days after receipt of such written statement, the City shall issue its decision as to whether the prior determination of the City will be modified. The City's decision shall constitute final action of the City and shall thereafter be subject to judicial review.

- (b) **Invoices.** In the event the City rejects an invoice as improper, and Design-Builder declines to modify the invoice, Design-Builder must notify the City in writing within ten days of receipt of notice of rejection that Design-Builder will not modify the invoice and state the reason(s) therefor. Within five business days of receipt of such notice, if not informally resolved through discussion with the City representative, the representative shall forward the disputed invoice and Design-Builder's written response to the City's Assistant Executive Director. The matter shall then proceed as described in subsection (a), above.

29. **DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS.** For any Work that is dependent upon conditions at the worksite, Design-Builder's acceptance of contract award represents and warrants that Design-Builder has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Design-Builder's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work.
30. **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 Flagler 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.
31. **INTEREST IN THE BUSINESS OF DESIGN-BUILDER; NON-LOBBYING.** Design-Builder certifies that no officer, agent, or employee of the City has any material interest, as defined in chapter 112, Fla. Stat., either directly or indirectly, in the business of Design-Builder to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to §216.347, Fla. Stat., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.
32. **INDEPENDENT CONTRACTOR.** Design-Builder is an independent contractor. Neither Design-Builder nor Design-Builder's employees are employees or agents of the City. Design-Builder controls and directs the means and methods by which the Work is accomplished. Design-Builder is solely responsible for compliance with all labor and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Design-Builder's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Design-Builder is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. § 101,

et seq., including payment of overtime as required by said Act; (6) compliance with the Patient Protection and Affordable Care Act 42 U.S.C. §§ 1 8001 . et seq.; and (7) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Design-Builder's duties hereunder or alters status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

33. INSPECTION AND TESTING OF WORK-REJECTION OF WORK AND MATERIALS; TOOLS, PLANT, AND EQUIPMENT; MATERIAL SUBSTITUTION

- (a) **Standards for Quality and Workmanship.** All materials, equipment, and supplies furnished by Design-Builder for permanent incorporation into the Work shall be new and of the quality standards specified. Un less otherwise specified, all material and workmanship shall meet the requirements in the applicable standards specifications of the American Society for Testing and Materials. If two or more brands, makes of material, devices, or equipment are shown or specified, each should be regarded as the equal of the other. First-calls and the finished product shall be equal to the best-accepted standards of the trade class. The finished product shall be equal to the best-accepted standards of the trade for the category of Work performed. The City's intent is to obtain a high-quality job that will operate and function with the lowest possible maintenance costs. Inspection standards will be established to ensure that this objective is achieved.
- (b) **Materials and Equipment Schedules.** The City shall have the right of prior approval for all materials or equipment incorporated into the Work. Within ten days after the date of contract award and before any material or equipment is purchased, Design-Builder shall submit to the City's representative a complete list of materials or equipment to be incorporated into the Work. The list shall include catalog cuts, diagrams, drawings, and such other descriptive data as may be required. The use of materials or equipment not in accordance with this Agreement may be rejected.
- (c) **Inspection.** The Work and all materials or equipment used therefor are subject to inspection by the City at all times in order to ensure compliance herewith. Upon request, Design-Builder shall provide samples of the type and quantity of the various materials used in the Work, as determined and directed by the City. The City's representative and inspector(s) shall be provided access to the Work wherever it is in preparation or progress. Design-Builder shall provide proper facilities for such access and inspection. Construction contractors shall maintain one complete copy of the drawings and specifications for the Work at the worksite, which shall be made available to the City upon request.
- (d) **Re-examination of Work.** The City may order re-examination of questioned Work and, if so ordered, the Work shall be uncovered by Design-Builder. If such Work is found to be in accordance with specifications, the City will pay the cost of re-examination and replacement. If such Work is found to be not in accordance with specifications Design-Builder will pay such cost.
- (e) **Testing.** If the specifications, the City's instructions, laws, ordinances, or any public authority require any Work to be specifically tested or approved, Design-Builder shall give the City's representative timely notice of its readiness for inspection. If inspection is by an authority other than the City's representative, Design-Builder's representative shall supply the City's representative with 72-hours prior notice of such inspection. Inspections by the City's representative will be made promptly and, where practicable, at the source of supply. If any Work should be covered up without the prior approval of the City's representative, it shall, if required by the City, be uncovered for examination at Design-Builder's expense.

- (f) **Tools, Plant, and Equipment.** If at any time before commencement of or during progress of the Work, tools, plant, or equipment appear to the City to be insufficient, inefficient, or inappropriate to secure the quality of Work or the proper rate of progress, the City may order Design-Builder to increase its efficiency, to improve its character, or to augment the number of or substitute new tools, plant, or equipment, as the case may be. Design-Builder shall conform to such order. If Design-Builder maintains that any such order is not in conformance with this Agreement, is unnecessary, or requires Design-Builder to incur excessive costs or delays, Design-Builder may submit a Change Order, subject to the dispute resolution procedure. Failure of the City to make such demand shall not relieve Design-Builder of its obligation to secure the quality of the Work and the rate of progress necessary to timely complete the Work.
34. **LAND AND WATER RESOURCES.** Design-Builder shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Design-Builder shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Design-Builder shall notify the City thereof within one workday and thereafter shall remove the material and restore the area to its original condition. If necessary, contaminated ground shall be excavated and disposed of as directed by the City and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Design-Builder.
35. **LIENS.** Neither final payment nor payment of any part of the retainage shall become due until Design-Builder delivers to the City releases of all labor and material cost liens arising from Design-Builder's performance of the Work, including Design-Builder and any subcontractor(s), and an affidavit by Design-Builder stating that the releases and receipts include all labor and material costs for which a lien could be filed. If any subcontractor refuses to furnish Design-Builder a release or a receipt in full, Design-Builder may furnish to the City a bond satisfactory to the City, indemnifying the City against any such potential lien. If any lien or potential lien remains unsatisfied, the City may discharge the same forthwith and deduct the cost thereof from any amounts due to Design-Builder. In the event Design-Builder has been fully paid or the amount of such lien exceeds the amount due to Design-Builder, Design-Builder shall refund to the City all monies that the City paid in discharging such lien, including all costs and a reasonable attorney's fee. The discharging of such a lien by the City shall not constitute a waiver of any claims or defenses that Design-Builder may have against the lienor.
36. **NUISANCE.** Design-Builder shall exercise every reasonable means to avoid creating or continuing a public or private nuisance resulting from the Work, including, but not limited to: (1) excessive noise associated with radio or other forms of electronic entertainment for persons at the worksite; (2) dust from construction operations, (3) excessive soil buildup on roadway at property access point, and (3) the uncontrolled flow of surface waters.
37. **PERMITS AND LICENSES; COMPLIANCE WITH LAW.** Design-Builder shall comply with all applicable federal, state and local laws and regulations, including those pertaining to health and safety. Design-Builder shall include this requirement in all subcontracts. All materials used and work performed must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Design-Builder represents and warrants that it is duly licensed to perform the Work in accordance with the laws of the State of Florida and the county or municipality in which the Work is to be performed. For out-of-state contractors, Design-Builder warrants that it is authorized to do business within the state of Florida and registered with the Secretary of State.

38. REMEDIES FOR NON-PERFORMANCE

- (a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Design-Builder to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.
- (b) **Design-Builder Correction of Deficiencies.** The City shall provide Design-Builder with written notice of deficiency. At the City's sole judgement and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Design-Builder disputes that a failure of performance has occurred, Design-Builder shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Design-Builder shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Design-Builder to correct incomplete or damaged Work caused by Design-Builder's failure of performance, the City may pursue any or all the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Phase 1 or Phase 2 Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Phase 1 or Phase 2 Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Phase 1 or Phase 2 Compensation.
- (d) **City Technical Assistance.** The City may elect to provide technical assistance to Design-Builder in order to complete satisfactory performance of the Work. If the City is performing a function that Design-Builder is required to perform, the City may deduct the cost of providing such technical assistance from the Total Phase 1 or Phase 2 Compensation. Prior to providing any such technical assistance, the City shall notify Design-Builder that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Phase 1 or Phase 2 Compensation. Design-Builder shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

39. **ROYALTIES AND PATENTS.** Design-Builder certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Design-Builder shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Design-Builder obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

40. **SAFETY.** For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Design-Builder has the sole and exclusive duty for the safety of the premises. Design-Builder shall provide and maintain sufficient protection for the safety of its employees and other persons

who may utilize the Premises, and prevent damage to City property, materials, and equipment. Design-Builder shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Design-Builder nor its subcontractors shall allow or cause to be allowed any hunting, animals, alcohol, or drugs, on or from the Premises or adjacent property. Design-Builder employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Design-Builder shall ensure that only authorized personnel are allowed on the worksite.

41. **TRENCH SAFETY.** In the performance of this contract, Design-Builder may be requested to supply cost estimates for trench excavation to a depth exceeding five feet. Section 553.62, Fla. Stat., incorporates the Occupational Safety and Health Administration's excavation safety standards, 29 CFR §1926.650 Subpart P, as the standard. Design-Builder shall separately estimate the cost of compliance with those standards as required by §553.63, Fla. Stat. Such estimate shall be based on the linear feet of trench to be excavated and shall include written assurance of compliance with those standards and any applicable special shoring requirements.
42. **TRUTH IN NEGOTIATIONS.** This provision applies only to lump sum or cost-plus-a-fixed-fee contracts entered into in excess of \$195,000 (see §287.055(5)(a), Fla. Stat.). Design-Builder certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other actual unit costs.
43. **USE OF COMPLETED PORTIONS OF THE WORK.** The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Design-Builder shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.
44. **WARRANTY**
 - (a) Design-Builder warrants that the Work, workmanship and material furnished by Design-Builder shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of 12 months after completion of either the Phase 12 or Phase 2 Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty periods shall be similarly warranted for 12 months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.
 - (b) In the event of breach of this warranty, Design-Builder shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Design-Builder's responsibility. Upon written notification of a breach, Design-Builder shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Design-Builder shall be afforded necessary and reasonable access to perform

warranty work. If Design-Builder fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Design-Builder shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

45. **Cooperation with Lender.** The Design-Builder will cooperate with the City and its lender if required during the due diligence period of applying for a loan and during the course of work on all phases of the Project.

Attachments:

Attachment A - Statement of Work

Attachment B - Phase I Work Requirements

Attachment C - Insurance Requirements

Attachment D – City's Supplemental Instructions (sample)

Attachment E - Stored Materials (sample)

Attachment F - Invoice (sample)

Attachment G - Design-Builder's Affidavit (sample)

Attachment H - Invoice Checklist (sample)

Attachment I - Shop Drawing Submittal (sample)

Attachment J - Request for Information (sample)

Attachment K - Certificate of Substantial Completion (sample)

Attachment L - Certificate of Final Acceptance (sample)

Attachment M - Design-Builder's Affidavit and Final Release (sample)

Attachment N - Consent of Surety to Final Payment (sample)

Attachment O – Standard Contract Addendum

Attachment P - Cost Schedule

Exhibit 1 - BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX DESIGN – BUILD PROJECT
RFQ No: 2022-02

IN WITNESS WHEREOF, the CITY OF BUNNELL has caused this Agreement to be executed on the day and year written below in its name by its duly authorized designee, and Design-Builder 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; electronic copies and emailed copies of signatures of this Agreement shall be treated as original, all of 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.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Witness

Print Name

Witness

Print Name

**COLLAGE DESIGN AND
CONSTRUCTION GROUP, INC., D/B/A
THE COLLAGE COMPANIES**

Rob Maphis, President

Date

CITY OF BUNNEL

Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, City Clerk

Date signed by CITY: _____

Approved as to form and sufficiency

Vose Law Firm, City Attorney

ATTACHMENT A – STATEMENT OF WORK

1. SCOPE

See Exhibit 1 - BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX DESIGN – BUILD PROJECT RFQ No: 2022-02.

2. TASKS AND DELIVERABLES

Phase 1: Prepare design and necessary permits to the levels established in Attachment B – Phase 1 Work Requirements; and develop a Guaranteed Maximum Price (GMP) Proposal.

Phase 2: If the City accepts the GMP proposal, then Design-Builder shall complete the Project design, permitting, construction and post-construction tasks, including testing, commissioning,

ATTACHMENT B - PHASE 1 WORK REQUIREMENTS

The Design-Builder is responsible to complete the following work in accordance with the Agreement:

A. Project Planning

1. It is understood that the schematic design floor plan, elevations, and exhibits provided within the RFQ have already been validated by the City as adequate, and shall be used as the basis for development of the 30% Design Development (DD) documents, with no substantial deviations anticipated.
2. If additional topographic surveys, utility surveys, tree surveys, soil borings, or environmental surveys are required, it is understood that this is to be provided by the City.
3. Should additional investigations performed by the City require serious modifications to the city's validated schematic design or the critical path schedule, and if the City directs Design-Builder to develop an alternative schematic design, Design-Builder shall be compensated for such modification as an additional service.

B. Design Development (30%)

1. Prepare 30% Design Development (DD) Deliverable including:
 - a. Civil & Architectural drawings to convey the design at the 30% level of completion.
 - b. Design Report to include:
 - i. Code Analysis
 - ii. MEP and structural design narratives and associated calculations at the 30% level of completion
 - iii. Initial 30% Cost Model: Design-Builder's estimate of cost based upon the 30% DDs
 - iv. Initial 30% Schedule: Estimated construction schedule based on the 30% DDs
2. Schedule and facilitate a review meeting with the City to present and summarize the 30% DDs, including any deviations from the prior design iteration.
3. The City will provide a formal review of the 30% DDs with comments within 10 working days.
4. Design-Builder shall revise the design in response to the City's comments by incorporating said responses into the subsequent 60% Construction Documents (CDs) deliverable.

C. Construction Documents (60%)

1. After City's acceptance of the 30% DDs, Cost Model, and Schedule, the Design-Builder shall commence work on the 60% Construction Documents (CDs) deliverable. The 60% CDs shall contain the following:
 - a. Civil, Architectural, MEP & Structural Drawings and Specifications to convey the design at 60% level of completion.

- b. Design Report to include:
 - i. Supplemental information as required for permit submissions and execution of the Project
 - ii. 60% Cost Model: Design-Builder's estimate of cost based upon the 60% CDs
 - iii. 60% Schedule: Estimated construction schedule based on the 60% CDs
2. Schedule and facilitate a review meeting with the City to present and summarize the 60% CDs, including any deviations from the prior design iteration.
3. The City will provide a formal review of the 60% CDs with comments within 10 working days.
4. Design-Builder shall revise 60% CDs in response to the City's comments by incorporating said responses into the subsequent 100% CD Deliverable.

D. Construction Documents (100%)

1. After City's acceptance of the 60% CDs, Cost Model, and Schedule, the Design-Builder shall commence work on the 100% Construction Documents (CDs) Deliverable. The 100% CD Deliverable shall contain the following:
 - a. Civil, Architectural, Mechanical, Electrical, Plumbing & Structural Drawings and Specifications to a 100% level of completion and adequate for submission to the permitting authorities for review, including any supplemental information required.
 - b. GMP Proposal, to be developed as described in Section H of this document.
2. Schedule and facilitate a review meeting with the City to present and summarize the 100% CDs, and GMP Proposal, including any deviations from the prior design iteration.
3. The City will provide a formal review of the 100% CDs with comments within 10 working days.

E. Permitting Assistance

1. Design-Builder shall prepare and apply for the following Permits as part of the Phase 1 Work Requirements:
 - a. City of Bunnell Major Site Plan Permit
 - b. SJRWMD ERP Letter Modification
 - c. FDEP Wastewater Permit
2. Application for Building Permit and other trade level permits are excluded from Phase 1 Work as they require GMP Approval and authorization to proceed with Phase 2 Work (Final Design and Construction).
3. Design-Builder shall have primary responsibility for the preparation, coordination, agency approval, compliance with permit requirements, renewals, transfers and/or closeout of Design-Builder-held, Design-Builder-led permits.
4. It is understood that the City intends to wave building and civil permit fees on the project, and will pay directly the required outer-agency permit fees related to environmental or water management district.

F. GMP Proposal

1. Following review & acceptance of the 100% CDs, Design-Builder shall commence with the development of the Guaranteed Maximum Price (GMP) Proposal for submission to the City in accordance with the Agreement and establishing the terms for Phase 2 Work (Final Design and Construction Phase).
2. In order to develop a GMP Proposal that accurately reflects current construction costs, the Design-Builder shall conduct a procurement process for obtaining competitive pricing for all cost components of the project construction:
 - a. Provide procurement documents including procurement language, drawings, and specifications, used to solicit price proposals for the City's review and comment, if any, as well as any subsequent addendums if required.
 - b. Solicit competitive bids from subcontractors and suppliers for all major components of the project construction.
 - c. For selecting subcontractors, a prequalification process shall be utilized by Design-Builder by first identifying and evaluating potential subcontractors.
 - d. Allow the City to participate in the analysis of proposals, allowing the City's preferences to be shared, and reaching agreement between the City and Design-Builder on the final supplier selections based on best value, after considering price and other factors.
 - e. Design-Builder shall not employ any subcontractor or supplier against whom the City may have reasonable objection. Design-Builder shall not be required to employ any subcontractor, supplier, or other individual or entity to furnish or perform any work against whom Design- Builder has reasonable objection.

G. Quality Assurance/Control

1. Design-Builder shall prepare and follow its Quality Assurance/Quality Control Plan (QA/QC) for the Project. All work performed by Design-Builder's design team members, including subconsultants, shall be in accordance with the QA/QC Plan.
2. All architectural/engineering submittals, including memoranda, reports, and studies, shall undergo quality management reviews in accordance with Design-Builder's documented QA/QC Plan. The purpose of the QC review is to verify that the resulting work meets acceptable practice and that the documents have been properly coordinated to the satisfaction of the City. The QC reviewer shall inform the Project team (in writing) of any exception or proposed improvement that may be noted. The QC reviews shall be conducted prior to submittal to allow time for incorporation of any recommended revisions.
3. Design-Builder shall confirm that each deliverable meets its QA/QC requirements.

H. Completion of Phase 1 Work

1. Design-Builder's Phase I Work will be considered complete on the date when final copies of the 100% CD Deliverable and Guaranteed Maximum Price Proposal have been delivered to the City for review and approval to proceed with Phase 2 Work (Final Design and Construction)

ATTACHMENT C – INSURANCE REQUIREMENTS

Design-Builder shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Design-Builder shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage.

Design-Builder's General Liability policy must include Endorsement CG 20 10 04 13, or equivalent, naming the CITY OF BUNNELL (the "City") as Additional Insured.

All required policies shall include:

- An endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the City for any policy of insurance, except for the professional liability insurance, provided under this requirement or under any state or federal worker's compensation or employer's liability act;
- Endorsement to give the City no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Appraiser is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) Workers' Compensation Insurance. Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Design-Builder claims an exemption from workers' compensation coverage, Design-Builder must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Design-Builder must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts.
- (b) General Liability. Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with an aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Appraiser. Extensions shall be added, or exclusions deleted, to provide the necessary coverage.
- (c) Automobile Liability. Minimum limits of \$100,000/\$300,000/\$500,000.
- (d) "Builder's Risk" Property Insurance. Coverage amount shall be sufficient to insure the completed value of new project construction.
- (e) Umbrella Policy. Minimum limits of \$2,000,000 per occurrence.
- (f) Professional Liability. (Per claim) \$1,000,000 single limit and \$2,000,000 annual project aggregate limit. Continuous coverage shall be in place for four years after the contract is completed.
- (g) Pollution/Environmental Impairment Liability Coverage

- (i) Design-Builder is responsible to provide this coverage through its automobile liability, general liability or a separate policy if it transports or stores fuel on a vehicle, trailer or piece of equipment.
- (ii) Design-Builder is responsible to provide this coverage through its general liability or a separate policy if it has a fuel storage tank stationed on the worksite.

Policy Limits. Not less than \$1,000,000 per claim, personal injury, bodily injury, and property damage and remediation costs.

ATTACHMENT D – CITY’S SUPPLEMENTAL INSTRUCTIONS (sample)

CITY’S SUPPLEMENTAL INSTRUCTIONS # _____

DATE:

TO: _____

FROM: Marcus DePasquale, City Engineer

Contract Number: _____

Contract Title: Bunnell Administration / Police Department Complex

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 City’s Project Manager.

1. DESIGN-BUILDER’S SUPPLEMENTAL INSTRUCTIONS;
2. DESCRIPTION OF WORK TO BE CHANGED;
3. DESCRIPTION OF SUPPLEMENTAL INSTRUCTION REQUIREMENTS;

Design-Builder’s approval: (Choose one of the items below):

Approved: _____ Date: _____

(It is agreed that these instructions shall note result in a change in the Total Phase I or Phase 2 Compensation or the Completion Date.)

Approved: _____ Date: _____

(Design Builder 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: _____
 Marcus DePasquale, City Engineer

ATTACHMENT F – INVOICE

PAGE 1

CONTRACT TITLE:						INVOICE NO.:			
CONTRACT NUMBER:						PERIOD ENDING:			
CONTRACTOR:					PC NO.:		LN:		
STREET ADDRESS:					CITY STATE:				
VENDOR NO.:			COMMODITY NO.:		RC NO.:				
INVOICE DATE:									
ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE	BID AMOUNT	EARNED THIS PERIOD		EARNED TO DATE	
						QTY	AMOUNT	QTY	AMOUNT
SUBTOTAL THIS PAGE 1					\$	\$	\$	\$	

Contractor's Remittance Address: _____

ATTACHMENT F – INVOICE (continued)

PAGE 2

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	BID AMOUNT	EARNED THIS PERIOD		EARNED TO DATE	
						QTY	AMOUNT	QTY	AMOUNT
SUBTOTAL THIS PAGE 2							\$		\$
SUBTOTAL PAGE 1							\$		\$
TOTAL STORED MATERIALS (NOT INCORPORATED IN THE WORK)									
						TOTAL	\$		\$
01. TOTAL WORK COMPLETED TO DATE & STORED MATERIAL									\$
02. TOTAL									
03. 50% OF TOTAL CONTRACT AMOUNT									\$
04. LESS RETAINAGE									
A. IF LINE 02 IS LESS THAN LINE 03 – THEN 10% OF LINE 02									()
B. IF LINE 02 IS GREATER THAN LINE 03 – THEN 10% OF LINE 03									()
05. AMOUNT DUE TO DATE									\$
06. LESS PREVIOUS PAYMENTS									()
07. GROSS AMOUNT DUE THIS PERIOD									\$
08. LESS PAYMENT DISCOUNT (OPTIONAL) __%, __ DAYS									()
09. NET PAYMENT DUE THIS PERIOD									\$

ATTACHMENT G – CITY DESIGN-BUILDER’S AFFIDAVIT (sample)

CONTRACT PRICE INFORMATION			
ORIGINAL CONTRACT PRICE		\$	
CONTRACT CHANGE ORDER(S) AMOUNT TO DATE		\$	
C.O.’S TO DATE NO. _____ TO _____			
CURRENT CONTRACT PRICE		\$	

CONTRACTOR’S AFFIDAVIT
 The undersigned hereby swears under penalty of perjury that:

1. all previous progress payments received from the CITY on account of Work performed under the contract referred to above and have been applied by Contractor to discharge in full all obligations of Contractor incurred in connection with Work covered by prior Applications for Payment under said contract, being Applications for Payment 1 through ____ inclusive;
2. all materials and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment are free and clear of all liens, security interests and encumbrances;
3. all previous progress payments have been applied by Contractor to pay in full (less retainage) all amounts owed to its Subcontractors, Suppliers, Materialmen and Equipment Suppliers reflected (and listed) in prior Applications for Payments, except as stated on the attached.
4. The undersigned Contractor certifies to the best of Contractor’s knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by Contractor for Work for which previous Certificates for Payment were issued and payments received from the City and that current payment shown herein is now due.
5. The undersigned Contractor certifies that he has not received any Notices of Non-Payment and if any such notices have been received shall list them here: _____
6. The undersigned Contractor certifies that the percentage of the amount paid to his subcontractor(s) is as indicated below:

Subcontractor	Amount of Project	Payment Amount This Month	Amount Paid to Date

DATED _____, By: _____
 COUNTY OF _____) CONTRACTOR
 STATE OF _____) (NAME AND TITLE)

Before me on this _____ day of _____, personally appeared _____, known to me, who duly sworn, deposes and says that (s)he is the _____ of Contractor above mentioned; that (s)he executed the above Application for Payment and statement on behalf of said Contractor; and that all statements contained therein are true, correct and complete.

My Commission Expires _____

 NOTARY PUBLIC

ATTACHMENT H - CONSTRUCTION INVOICE CHECKLIST (sample)

The following items should accompany the monthly pay request:

Item Number	Description	Attached (Y or N) Comments or N/A
1	Cost-Loaded Construction Baseline Schedule	
2	District Application for Payment Form	
3	City Stored Materials Form (if billed)	
4	City Design-Builder's Affidavit	
5	City Keys (Receipt of keys returned to District must accompany final payment application)	
6	Design-Builder's Progress Photos	
7	Design-Builder's Construction Schedule Updates, Cost & Activity Reports and Narrative	
8	Design-Builder's Record Documents – Review prior to payment approval	
9	Insurance Policy Declaration Page & Endorsement Forms CG2010 and CG2037 (Must be received within 30 days of Contract Execution)	

ATTACHMENT I - SHOP DRAWING SUBMITTAL (sample)

CITY OF BUNNELLL PROJECT/CONSTRUCTION MANAGEMENT	SUBMITTAL NO. _____
TO: _____ _____	
FROM: _____	
SUBJECT: _____	
PROJECT: <u>BUNNELL ADMINISTRATION / POLICE</u> CONTRACTOR: _____ <u>DEPARTMENT COMPLEX DESIGN - BUILD</u>	
SUBMITTED BY: _____	
Contractor	Date
Any Contractor deviations to Drawings and Technical Specifications listed below:	
ITEM NO.	
Copies	
Description	
Previous Submittal #	
Specification Section	
Plan Sheet #	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Accepted As Submitted Accepted As Noted Returned For Revision (see comments) Not Acceptable (see comments) Preliminary Submittal For Reference Only Distribution Copy
Comments: _____ _____	
CITY ENGINEER: _____	Date: _____
RFI NO. _____	

ATTACHMENT J - REQUEST FOR INFORMATION (sample)

Project:
Contract No. _____

Design-Builder: _____

QUESTION

Reference: Specification Section: _____ Drawing No. _____

REPLY

Reply by: _____ Date: _____

ATTACHMENT K - CERTIFICATE OF SUBSTANTIAL COMPLETION (sample)

PROJECT: BUNNELL ADMINISTRATION / POLICE DEPARTMENT COMPLEX DESIGN – BUILD

CONTRACT NO.: _____

DESIGN-BUILDER: _____

CONTRACT DATE: _____

This Certificate of Substantial Completion applies to all Work under the reference Contract Documents or the following specified parts thereof.

Work covered by this Certificate:

The Work to which this Certificate applies has been inspected by authorized representatives of Design-Builder, District and its Design Criteria Professional, that Work is hereby declared to be substantially complete in accordance with the Contract Documents on the following date: _____
(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Design-Builder to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by Design-Builder within 30 days of the above date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Design-Builder's obligations to complete the Work in accordance with the Contract Documents.

Prepared by City:

Project/Construction Manager Date

City Engineer Date

Accepted by Design-Builder:

Signature Date

Title

Approved:

City of Bunnell

City Engineer Date

ATTACHMENT L - CERTIFICATE OF FINAL ACCEPTANCE (sample)

City of Bunnell

PROJECT: BUNNELL ADMINISTRATION / POLICE DEPARTMENT COMPLEX DESIGN – BUILD

CONTRACT NO.: _____

DESIGN-BUILDER: _____

CONTRACT DATE: _____

This Certificate of Substantial Completion applies to all Work under the reference Contract Documents or the following specified parts thereof.

Work covered by this Certificate:

The Work to which this Certificate applies has been inspected by authorized representatives of Design-Builder, District and its Design Criteria Professional, that Work is hereby declared to be substantially complete in accordance with the Contract Documents on the following date: _____
(Date of Substantial Completion)

A tentative list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of Design-Builder to complete all the Work in accordance with the Contract Documents. The items in the tentative list shall be completed or corrected by Design-Builder within 30 days of the above date of Substantial Completion.

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Design-Builder's obligations to complete the Work in accordance with the Contract Documents.

Prepared by City:

City Engineer

Date

Accepted by Design-Builder:

Signature

Date

Title

Approved: City of Bunnell

City Engineer

Date

ATTACHMENT L - CERTIFICATE OF FINAL ACCEPTANCE (sample)

City of Bunnell

PROJECT: BUNNELL ADMINISTRATION / POLICE DEPARTMENT COMPLEX DESIGN – BUILD

CONTRACT NO.: _____

DESIGN-BUILDER: _____

A joint inspection of the work described in the Contract Documents has been made by the City's Engineer and Design-Builder on __ / __ / __ in accordance with the Contract General Terms & Conditions, and is accepted by the City, subject to the provisions contained in the Contract General Terms & Conditions, or for a period of warranty as otherwise agreed upon and attached.

PREPARED BY CITY:

City Engineer

Date

ACCEPTED BY DESIGN-BUILDER:

Signature

Date

Title

APPROVED: City of Bunnell

City Engineer

Date

ATTACHMENT M - DESIGN-BUILDER'S AFFIDAVIT AND FINAL RELEASE (sample)

STATE OF FLORIDA
COUNTY OF _____

CONTRACT NO.:
CONTRACT TITLE: D

BEFORE ME, the undersigned authority, personally appeared _____ first duly sworn and says that:

1. He / She is _____ of _____ authorized to do business in
(title) (company)
the State of Florida, ("Design-Builder")
2. Design-Builder, pursuant to the Contract dated _____, (hereinafter referred to as "Contract") with the St. Johns River Water Management District, (the "District"), has heretofore furnished or caused to be furnished labor, material and services for the construction of certain improvements as more particularly set forth in the Contract.
3. Design-Builder represents that all work to be performed under the Contract has been fully completed; that all persons and firms who furnished material, labor and/or services incident to the completion of said work have been paid in full; and that there are no suits pending against the undersigned Design-Builder or anyone in connection with the work done and materials furnished or otherwise under said Contract.
4. Design-Builder, for and in consideration of final contract price in the amount of \$ _____, does hereby waive, release, remise and relinquish Design-Builder's right to claim, demand or impose a lien or liens for work done or materials and/or services furnished or any other class of liens whatsoever, on any of the premises owned by the District on which improvements have been completed in connection with the Contract. Further, Design-Builder does hereby and for its heirs, executors, administrators, successors and assigns release, acquit and forever discharge and hold harmless the District, and its employees, agents, servants, successors, heirs, executors, and administrators, of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses, and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way relating to the Contract.
5. The undersigned further declares and represents that no promise, inducement, or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital.
6. Design-Builder herein makes this Affidavit and Final Release for the express purpose of inducing the District to make final disbursement and payment to Design-Builder in the amount of \$ _____
7. This Affidavit and Final Release is made by Design-Builder with full knowledge of the applicable laws of the State of Florida. In addition to such rights as may be afforded to the District under said applicable laws, Design-Builder expressly agrees to indemnify and save the District harmless from any and all actual costs and expenses, including reasonable attorney's fees, arising out of claims by laborers, subcontractors or materialmen who might claim that they have not been paid for services or material furnished by or through Design-Builder in connection with the work performed under the Contract.

8. To the best of Design-Builder's knowledge and belief, the following is a list of all employed under this Contract who have filed a Notice to Owner with the District:

	NAME	ADDRESS	AMOUNT DUE (if known)
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____

(Attach a separate sheet if necessary)

Design-Builder herein does hereby represent that he/she has the authority to execute a full and final release for and in behalf of Design-Builder as set forth above.

(Corporate Seal) By: _____

Title: _____

SWORN TO and subscribed before me this _____ day of,
_____, 20 _____.

Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____

My Commission Expires: _____

ATTCHMENT N - CONSENT OF SURETY TO FINAL PAYMENT (sample)

We, the _____ ("Surety"), having heretofore executed the Performance and Payment Bonds for _____ ("Design-Builder") covering the Project known BUNNELL ADMINISTRATION / POLICE DEPARTMENT COMPLEX DESIGN – BUILD, Bunnell, Florida, in the sum of \$ _____ hereby agree that the District may make full payment of the outstanding contract balance, including the retained percentage, to said Design-Builder. Surety concurs that full payment to Design-Builder is appropriate and the Surety expressly releases the City from all liability to Surety resulting from full payment to Design-Builder.

It is fully understood that the acknowledging of the right of the City to make payment of the final estimate to said Design-Builder and/or his assigns, shall in no way relieve this Surety company of its obligations under its bonds, as set forth in the Contract Documents and Bonds pertaining to the above Project.

This Surety company further hereby agrees to the following:

1. The City is under no obligation, as to Surety, to conserve any additional funds on the project;
2. The City has not made any improper payments on the Project to Design-Builder;
3. Surety hereby releases the City of any potential claim that Owner's final payment, including retainage, to Design-Builder is premature or in any way improper;
4. Surety has satisfied for itself that Design-Builder has performed all conditions precedent entitling it to final payment on the Project, including but not limited to the securing of all necessary releases, affidavits, and sworn statements of accounts that Surety may require from Design-Builder on the Project;
5. Surety has satisfied for itself that Design-Builder has performed all Work that would thus entitle it to final payment on the Project; and
6. Surety's representations in this Consent Agreement are in no way based upon the representations of the City, including but not limited to, any representations of payments Design-Builder allegedly made to subcontractors, suppliers, laborers, or any other lower-tiered persons or entities on the Project.

In no way do the representations and agreements made in this Consent Agreement affect Design-Builder's obligations to the District or Surety on the Project. Design-Builder is not an intended third-party beneficiary to this Consent Agreement.

IN WITNESS WHEREOF, the _____ has caused this instrument to be executed on its behalf of its _____ and on its duly authorized attorney in fact, and its corporate seal to be hereunto affixed, all on this _____ day of _____, 20_____.

Surety Company

Attorney-in-Fact

(Power of Attorney must be attached if executed by Attorney-in-Fact)

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification.

Signature

Print Name:
Notary Public in and for the County and State
Aforementioned
My commission expires: _____ -

ATTCHMENT O – STANDARD CONTRACT ADDENDUM
(page 1 of 6)

**CITY OF BUNNELL, FLORIDA
ADDENDUM TO DESIGN-BUILD AGREEMENT**

THIS ADDENDUM is made and entered into this _____ day of _____, 2023, by and between the CITY OF BUNNELL, a Florida municipality, hereinafter referred to as the “City”, and Collage Design and Construction Group, Inc., d/b/a The Collage Companies, hereinafter referred to as “Design-Builder”, concerning that certain agreement entitled: Agreement between the City of Bunnell and Collage Design and Construction Group, Inc., d/b/a The Collage Companies for Bunnell Administration / Police Department Complex Design-Build Project, dated the _____ day of _____, 2023 (“Agreement”).

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; 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; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

ATTCHMENT O – STANDARD CONTRACT ADDENDUM (continued)
(page 2 of 6)

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of this Addendum, the terms of this Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS, CITY OF BUNNELL, CITY CLERK, AT
201 W. MOODY BLVD, BUNNELL, FLORIDA 32110.**

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the City, subject to the City paying all invoices for services rendered during the period the Agreement was funded by an appropriation.

6. 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

ATTCHMENT O – STANDARD CONTRACT ADDENDUM (continued)
(page 4 of 6)

contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.

Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit

ATTCHMENT O – STANDARD CONTRACT ADDENDUM (continued)
(page 5 of 6)

Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

9. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows: None

(SIGNATURE PAGE FOLLOWS)

ATTCHMENT O – STANDARD CONTRACT ADDENDUM (continued)
(page 6 of 6)

Collage - Design Build
Signature Page

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

Witness

Print Name

Witness

Print Name

**COLLAGE DESIGN AND
CONSTRUCTION GROUP, INC., D/B/A
THE COLLAGE COMPANIES**

Rob Maphis, President

Date

CITY OF BUNNEL

Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, City Clerk

Date signed by CITY: _____

Approved as to form and sufficiency

Vose Law Firm, City Attorney

ATTACHMENT P - COST SCHEDULE

Phase 1 Design & Preconstruction Services	
Professional Architectural, Engineering & Design Services	\$ 358,994.00
Professional Civil Engineering & Permitting Services	\$ 98,851.00
Landscape Architecture Services	Included
Preconstruction Services	\$ 40,950.00
Surveying: Boundary, Topo, Environmental, Geotechnical	By City
All Permit Fees	By City
TOTAL Phase 1 Design Services	\$ 498,795.00

ADD ALTERNATES (Not Included in Phase 1 Fee Total)	
Updated Topo, Boundary & Tree Survey Allowance	\$ 4,350.00
Additional Soil Borings Allowance	\$ 8,500.00
Updated Environmental Survey Allowance	\$ 14,000.00
Photometric Design Allowance	\$ 3,500.00
FF&E Design Allowance	\$ 35,000.00
TOTAL Add Alternates	TBD

FOR INFORMATION ONLY: Phase 2 Design Services (Not Included in Phase 1 Fee Total)	
Final Design & Building Permitting	\$ 32,250.00
Designer's Construction Administration (CA) Services	TBD Phase 2
Delegated Design Services By Specialty Trades	TBD Phase 2
TOTAL Phase 2 Design Services	TBD



**REQUEST FOR QUALIFICATIONS STATEMENTS (RFQ) FOR
BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX
DESIGN – BUILD PROJECT**

RFQ No: 2022-02

Due By Monday November 14, 2022 at 10:00 AM

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING SEALED QUALIFICATION STATEMENTS FROM QUALIFIED DESIGN BUILD CONSULTING FIRMS TO PROVIDE DESIGN BUILD AND PERMITTING SERVICES FOR THE CITY OF BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX DESIGN BUILD PROJECT.

NOTICE SHALL BE POSTED IN THE DAYTONA NEWS JOURNAL. INTERESTED PARTIES MAY OBTAIN INSTRUCTION PACKETS ON THE WEBSITE WWW.DEMANDSTAR.COM, THE CITY'S WEBSITE AT WWW.BUNNELLCITY.US OR VIA EMAIL FROM MDEPASQUALE@BUNNELLCITY.US.

YOU ARE HEREBY INVITED TO SUBMIT A SEALED QUALIFICATION STATEMENT COMPLETE WITH ALL INFORMATION REQUESTED BY MAIL OR COURIER SERVICE TO THE CITY'S FINANCE DEPARTMENT LOCATED AT 604 E. MOODY BLVD., STE 6, BUNNELL, FL 32110, NO LATER THAN MONDAY NOVEMBER 14, 2022 AT 10:00 AM.

MAILING ADDRESS:

City of Bunnell Finance Department
Attn: Lakesha Byrd
P.O. Box 756
Bunnell, Florida 32110

WALK-IN DELIVERY ADDRESS:

City of Bunnell Finance Department
Attn: Lakesha Byrd
604 E. Moody Blvd. – Suite 6
Bunnell, Florida 32110

TIMETABLE:

Date of Distribution:	Monday October 17, 2022
*Mandatory Pre-Submittal Meeting	Wednesday October 26, 2022 at 10:00 AM
Last Date of Inquiries:	Friday October 28, 2022 at 9:00 AM
Qualification Statements Due:	Monday November 14, 2022 at 10:00 AM
* RFQ Opening:	Monday November 14, 2022 at 10:30 AM

* Pre-Submittal Meeting and RFQ Opening will be held at:

Versie Lee Mitchell Community Center
405 E Drain St; Bunnell, FL 32110

Proposers must indicate on the sealed envelope the following:

- A. Title of Proposal – ADMINISTRATION/POLICE DEPARTMENT COMPLEX**
- B. RFQ 2022-02**
- C. Name of Proposer**
- D. RFQ Opening - Monday November 14, 2022 at 10:30 AM**

**Request for Qualifications Statements (RFQ) for
BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX
DESIGN – BUILD PROJECT
RFQ# 2022-02
Due by November 14, 2022**

GENERAL CONDITIONS

CONTACT: All prospective Applicants are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the noted contact person regarding this RFQ at any time prior to the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Proposal.

PUBLIC ENTITY CRIMES: 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 or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, many not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES: Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposal on leases of real property to a public entity, many 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon notice of an intended decision, or 30 days after Bid/Proposal opening, whichever occurs first. Section 119.071, F.S.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) number, title, and opening date and date & time of opening shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the City. No other forms will be accepted. Telephone, Email, and Fax Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

DELAYS: The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell website www.BunnellCity.us/Bids and on Demand Star www.demandstar.com

ADDENDUM: Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Bunnell website www.bunnellcity.us/bids and Demand Star www.demandstar.com. All Proposers should check the City of Bunnell website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date, and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose a stamped, self-addressed envelope with their Proposal.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes. Any permitted correction shall be initialed by the Proposer.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed in writing to Marcus DePasquale, City Engineer at P.O. Box 756, Bunnell, FL 32110 or via email at mdepasquale@bunnellcity.us. Those interpretations, which may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

MINORITY POLICIES: The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

ADDITIONAL TERMS AND CONDITIONS: The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The Proposer shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the Proposer's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of

Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more of the Proposers. The City reserves the right to waive any irregularities, and to re-advertise as may be determined to be in the best interest of the City.

EQUAL EMPLOYMENT OPPORTUNITY: Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and conditions in this document shall apply: No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFQ prior to their delivery, it shall be the responsibility of the Proposer to notify the Finance Director at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Proposers submitting a response to this RFQ agree that such response also constitutes an RFQ to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFQ, should the Proposer feel it is in their best interest to do so. Each governmental agency desiring to accept this RFQ, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFQ. This agreement in no way restricts or interferes with the right of any governmental agency to re-qualify any or all Proposers.

E-Verify. The Proposer agrees to utilize the E-Verify system in screening employees hired during the time of the contract.

Length of Agreement. The successful Proposer shall execute an Agreement with the City, which shall be for a term of four (4) years, and thereafter execute Task Assignments as requested by the City and provided for in the Agreement.

Changes to Scope of Work. Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The

parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented, in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided in the Agreement.

Time is of the Essence. Time is of the essence for each Task Assignment issued under this Agreement and all Projects performed in accordance herewith. Completion of preliminary design must be completed no later than 90 days after contract execution. Preliminary design is subject to City review and approval. Any minor design changes required by City must be complete within 30 days of notification. If major design changes are required, the City will negotiate acceptable timeframe with design services provider.

Selection Committee members, City Commissioners, and City personnel (except the City Engineer) are not to be contacted prior to the public meeting at which the City Commission will decide to approve or reject the final recommendation presented to it by the City Engineer. At the discretion of the City, failure to comply with this requirement will be grounds for disqualification.

Specifically, this NO-CONTACT PERIOD shall commence on the date of the advertisement of the RFQ and continue through and include the date the City Commission makes its determination to approve or reject the final recommendations.

For each purpose related to this Agreement and each Task Assignment, Consultant, Contractor(s), subcontractor(s), or sub consultants shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture or agency relationship between them. City and Consultant shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in the Agreement before any action is taken to declare the City or Consultant in default of the Agreement.

City of Bunnell
Request for Qualifications Statements (RFQ) for
BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX
DESIGN BUILD Project

The City of Bunnell is soliciting statements of qualifications and letters of interest from qualified Design Build Consulting Firms to provide Design Build and Permitting services for the City of Bunnell Administration/Police Department Complex Design Build project.

Florida Statute 287.055, "Consultants Competitive Negotiation Act" will be followed to secure the required Design Build Consulting Firm(s). For continuing contracts, firms shall provide professional services to the City **for projects in which construction costs do not exceed \$2,000,000 or for study activity when the fee for such professional services does not exceed \$200,000.**

The document package necessary for participating in this RFQ can be obtained on-line at www.BunnellCity.us/Bids and www.demandstar.com , or by calling Onvia Demand Star Services at (800) 711-1712. If you have any difficulty obtaining the RFQ documents, the RFQ package can also be obtained by email from Marcus DePasquale at the City of Bunnell at mdepasquale@bunnellcity.us.

There will be a one-time, **Mandatory**, pre-submittal meeting with prospective individuals and/or Firms (collectively the "Firms") representing their own businesses held on Wednesday, October 26, 2022, at 10:00 a.m. The meeting will be held in the Versie Lee Mitchell Community Center, located at 405 E Drain St, Bunnell, FL, 32110. Those Firms present must be representing their own business.

All Responders shall submit one (1) **original** and seven (7) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an **ADA compliant electronic copy** in pdf format on USB of the full response. Proposals **must** include all items shown on Section IX. Proposal Submission, of the scope of services.

- The Proposal must be submitted no later than **MONDAY, NOVEMBER 14, 2022 AT 10:00 AM LOCAL TIME** at the City's Financial Department Office, Physical Address: 604 E Moody Blvd, Ste 6, Bunnell, FL 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110. Proposals shall be addressed to City of Bunnell Finance Department; Attn: Ms. Lakesha Byrd.

Any Proposals not complying strictly with the requirements of this Request for Qualifications (RFQ) may be ruled to be nonresponsive and ineligible for consideration.

THE CITY RESERVES THE RIGHT to reject any or all Proposals or parts thereof or to accept the Proposal or parts thereof when considered in the best interest of the City. Any Proposal received after the time and date specified will not be considered.

GENERAL INSTRUCTIONS

1. **Inquiries:** Questions may arise as firms are preparing their Proposals. Please direct questions in writing, no later than Friday, October 28, 2022 by 9:00 am to: Marcus DePasquale, City Engineer. P.O. Box 756, Bunnell, FL 32110, or via email at mdepasquale@bunnellcity.us.
2. **Letter of Intent:** Letter will summarize, in a brief concise manner, the Firm understands the scope of work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter a contract with the City. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length.
3. **References:** On a separate piece of paper, please submit three (3) references from similar projects for the Firm and all sub-consultants. Be sure to provide the following information:
 - a. Project name and description of completed work
 - b. Company Name
 - c. Address
 - d. Contact Name
 - e. Email address
 - f. Phone number – cell number preferred for easier access
4. **Proposal:** To ensure that all Statements of Qualifications are fairly evaluated, scored, and ranked, it is very important that they are prepared according to the prescribed format in Section IX. **Failure to follow this requirement may result in the disqualification of your Statement of Qualifications.**
5. **Signature Requirements:** Proposals and any issued Addenda must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each Proposal shall indicate the entity responsible for execution on behalf of the Proposal team.
6. **Addenda and Supplements to the Request for Qualifications (RFQ):** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be posted on the City of Bunnell website www.BunnellCity.us/Bids and Demand Star www.demandstar.com.
7. **Rejection Rights:** The City of Bunnell reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of Proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
8. **Cost of Proposal Preparation:** No reimbursement will be made by the City of Bunnell for any costs incurred in the preparation of the Proposal or presentation.
9. **Proposals to be in Effect:** Each Proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

City of Bunnell
Request for Qualifications Statements (RFQ) for
BUNNELL ADMINISTRATION/POLICE DEPARTMENT COMPLEX
DESIGN BUILD PROJECT

I. GENERAL PURPOSE AND INTRODUCTION

Notice is hereby given that the City of Bunnell is accepting sealed Qualification Statements to be received no later than **NOVEMBER 14, 2022 at 10:00 AM Local Time** for design, permitting and construction stage services related to the Bunnell Administration/Police Department Complex Design-Build Project.

II. SCOPE OF WORK TO BE PERFORMED

The Statement of Qualifications should be provided, addressing the Firm's qualifications, duties, and responsibilities to manage the design and construction of the project which will include, but shall not be limited to the following:

A. Design Build Services: Service for the project as described below: the Administration/Police Department Complex. The successful Firm will be contracted to perform all foreseeable phases of the project. Phase 1 will be the design and Phase 2 will be the construction of the agreed upon design.

B. Project Description Brief: Design and Build project consistent with zoning requirements as a public benefit use to include all site preparation for project and construction necessary to construct a new turnkey City Hall Building and with Site Development.

1. The Structure and Interior:
 - a. It is an out parcel and single-story structure of approximately 18,000 square feet.
 - b. The structure shall be hardened to be utilized during storm events.
 - c. Building shall be inclusive of all furnishings.
 - d. See attached conceptual building schematic layout.
 - e. Fire Protection.
 - f. IT equipment for server room
 - g. Hard wiring for phones and computers
 - h. Info technology hardware
 - i. Copiers, scanners and printers as necessary
 - j. Records management system
 - k. Security System
 - l. Audio/video equipment for Assembly room and conference rooms

2. The Site development shall include but not be limited to:
 - a. All fire, water and sanitary sewer utility connections
 - b. Concrete curb, sidewalks, and bump stops
 - c. Paved asphalt points of ingress and egress,
 - d. Paved asphalt and pavement markings for site and ADA parking
 - e. Signage and associated pavement markings
 - f. Bike racks
 - g. On-site and off-site stormwater infrastructure
 - h. On-site and off-site stormwater ponds
 - i. Remaining build out of Pond 1. Fill from Pond 1 can be utilized for site fill
 - ii. Pond 2 to be built in conjunction with Lot 5
 - i. On-site lighting

- j. Concrete dumpster pad & enclosure (solid waste and recycling in accordance with construction standards)
- k. Stormwater Pollution Prevention measures
- l. Site preparation, final grading, and required site fill
- m. Any & all associated permitting
- n. Modelling to determine base flood elevation
- o. Hardscape Monument Sign Along Commerce Parkway
- p. Landscaping and irrigation
- q. Flagpole area with hardscape honoring our veterans
- r. All items shown on proposed concept plan

C. Project Location: 2400 and 2430 Commerce Parkway, Bunnell, FL 32210.

D. Flagler County Property Appraisers Parcel No:

- 11-12-30-2260-00000-0040 – 2400 Commerce Pkwy – Lot 4
- 11-12-30-2260-00000-00A0 – 2430 Commerce Pkwy - Access Easement Tract A
- 11-12-30-2260-00000-00B0 - Access Easement Tract B

E. Other Site and Building requirements:

1. Approximate Site Area = 2.883 Acres.
2. Minimum finished floor elevation = 26.0 or base flood elevation plus 2 feet, whichever is higher.
3. Site and Building design should be to the standard of typical hardened Governmental Services Buildings in the use of materials as well as attention to architectural details and scale.
4. Proposed access on Tracts A and B is included as part of the above Site Development.
5. Integrate universal design principals into overall site and building development.

The work involved in this project shall be designed and constructed in general conformity with the design criteria outlined in this section. Exceptions to this criterion may be granted by the City only upon written approval by the City Engineer. The total Budget for the Design/Build project is \$8.5 million. The City's funds budgeted for the development of the project includes the construction budget plus all other fees and costs necessary to develop the project. The Design/Build firm will need to demonstrate in their Proposal their willingness and ability to negotiate a price that does not exceed the budget and meets the design criteria set forth in this Request for Proposal.

F. Florida Building Codes:

1. The current Florida Building Code 7th Edition includes
 - a. Florida Building Code
 - b. Florida Mechanical Code
 - c. Florida Plumbing Code
 - d. Florida Accessibility Code
 - e. Florida Energy Code
2. National Electric Code 2017 Edition
3. Florida Fire Preventative Code 7th Edition
4. A thorough review if this code shall be conducted to determine impacts on project, if any.

G. New Construction:

1. The design team shall determine the most cost-effective hardened building construction type. Design layout and schedule must be considered.
2. The structural systems shall be up to the design team and should provide the most cost-effective solutions at the time of design based on market conditions. The structure shall not be wood or metal.

H. Professional Services: Professional services to be performed including but not be limited to:

1. Review of the existing site, proposed concept plan and proposed architectural layout.
2. Preparation of a scope of work statement and preliminary cost estimate for project.
3. Preparation of scope(s) of work and cost estimate(s) for future Phases 1 and 2 of the project. Provide costs and options for the possibility of a second floor and elevator.
4. Coordinate with the appropriate government agencies and utilities providers.
5. Design and construction drawings and specifications that incorporate the necessary sub consultant disciplines such as environmental, mechanical, electrical, structural, surveying and any other that will be required. The documents will set forth in detail the requirements for construction of the project.
6. Provide value engineering to keep project on budget for the proposed solution.
7. Provide construction management services for each phase of the project.
8. Provide as-built drawings upon project completion.

I. Items included to aid with proposal preparation - Included as Appendix B:

1. Conceptual Site Plan
2. Existing Site Survey
3. Conceptual Architectural Schematic Layout
4. Conceptual Architectural Elevations.
5. Flagler Central Commerce Parkway Previously Permitted Plan Set with the SJRWMD
6. Geotechnical Report
7. Recorded Plat
8. Access Easement and Utility Easement Agreement for Tracts A and B

III. CALENDAR OF EVENTS

- | | |
|---|--|
| A. Date of Distribution: | Monday, October 17, 2022 |
| B. * Mandatory Pre-Selection Meeting | Wednesday, October 26, 2022 at 10:00 am |
| C. Last Date of Inquiries: | Friday, October 28, 2022 by 9:00 am |
| D. Final Addendum: | Wednesday, November 02, 2022 |
| E. RFQ's Due: | Monday, November 14, 2022 no later than 10:00 am |
| F. * RFQ Opening: | Monday, November 14, 2022 10:30 am |
| G. Review & Selection of RFQs by Selection Committee | - Monday, December 5, 2022 at 10:00 am |
| H. Selection Committee's recommendation presented to City Commission | for approval to be determined |

* Pre-Bid meeting and RFQ Opening will be held at:
Versie Lee Mitchell Community Center
405 E Drain St; Bunnell, FL 32110

The above schedule may be changed solely at the City's discretion.

IV. PROPOSAL

Proposals shall comply with the **55-page** limit and applicable criteria set forth herein.

V. SELECTION PROCESS

The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act. A designated City Staff Technical Review Committee will review and evaluate responses to this RFQ and will designate no less than three (3) of the most qualified Proposers based on rankings. At the City's sole discretion, Proposers may be invited to appear for interviews by the Technical Review

Committee or be asked to further demonstrate their qualifications, at a time and date to be determined by the City. The City Staff Technical Review Committee will shortlist and rank the three (3) most qualified firms. Ranking of the short-listed proposers shall be forwarded to the City Manager for approval and recommendation to the City Commission. Subsequent negotiations shall follow in accordance with the provisions of the Consultant's Competitive Negotiation Act for individual task orders.

VI. CONFLICT OF INTEREST

Any prospective Proposer must make an affirmative statement to the effect that, to its knowledge, the appointment will not result in a conflict of interest with respect to current or anticipated clients of Proposer. If a conflict is deemed to possibly exist, the prospective Proposer shall state the nature of such conflict, and a Proposal to resolve the same prior to appointment as Proposer.

VII. EVALUATION CRITERIA

The CITY OF BUNNELL shall be the sole judge of its own best interests, the responses, and the resulting agreement. Award(s) will be made to the Responder(s) who presents the best value to the CITY OF BUNNELL based on the entire evaluation process and all the information gathered. Proposal packages will be reviewed and evaluated by a Selection Committee. **Financial criteria will be evaluated only by Committee Members in the Finance Department, not by all members of the Selection Committee.** Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

Point System: The Maximum total point value for written Statements of Qualifications is 280 points per selection committee member. Shortlisted Firms will be reevaluated based upon the maximum total points of 280 per selection committee member for presentation/interview or written questions in lieu of presentation/interviews. Points are non-cumulative between the written Statement of Qualifications phase and the interview phase. All written Statements of Qualifications and presentation/interviews will be evaluated on the following point scale.

A. ABILITY OF FIRM AND ITS PROFESSIONAL TEAM COMPOSITION: (0 - 60 POINTS)

1. Organizational Chart: Indicate key personnel and their relationships. Indicate each staff member's assignments and responsibilities as it relates to the scope of work. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full-time and part-time.
2. Review the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team. Designate name and title of persons that will be assigned to this project. Project Personnel Resumes to include:
 - a. Number of years with this company
 - b. Number of years with other company(ies)
 - c. Experience: Names of projects, types of projects, size of projects, and specific project involvement.
 - d. Education/Degrees earned
 - e. Active registration/certification/licenses
 - f. Current Job Description
 - g. Other experience and qualifications which are relevant to this project. Specific experience similar to the scope of work for this project.
3. Review the professional resources available to properly provide services as requested in the RFQ document.
4. Reviews the project team to ensure the team proposed contains all critical disciplines required.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

B. FIRM'S RELATED EXPERIENCE: (0 - 60 POINTS)

1. Review the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The selection committee will evaluate the quality, experience and quantity of staff and their functions as it relates to the scope of work.
3. The prime firm must have adequate, recent (within the past five years) experience with projects of similar types as defined in the RFQ document.
4. The scope of services provided should represent projects that are similar to those defined in the RFQ document.
5. Company Credentials: Qualifications, Firm's size and Firm's history. Detail any information that would give the Firm an advantage in completing this project. The Firm's current and projected workload.
6. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

C. FIRM'S APPROACH AND METHODOLOGY: (0 - 60 POINTS)

The Firm shall provide information regarding its knowledge of the site, local codes and ordinances, local subcontractors, and suppliers as an indication of its ability to deliver quality workmanship in an effective and timely manner. The Firm shall demonstrate verbally and graphically its plan for performing the Project, documenting the services to be provided and showing the interrelationship of all parties. As part of its services, the Firm(s) shall indicate knowledge and experience in the evaluation of building systems, construction techniques and the recommendation of materials to create an optimum value in meeting the design and budget requirements.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

F. EFFECTS OF THE FIRMS CURRENT AND PROJECTED WORKLOAD: (0 - 40 POINTS)

1. As part of the evaluation criteria, the selection committee will consider the number of full and part time employees of the Firm and their sub-consultants, plus the Firm's current workload, to ensure satisfaction of performance within the scope of work and continued principal leadership on the project. Firms shall provide a list of outstanding projects, client names, dollars committed on open projects, overall workload with other owners, and status of completion.

2. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
3. The submittal should demonstrate that the firm and the selected subconsultants have adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

Below Average	0	Points
Average	10	Points
Above Average	20	Points
Well Above Average	30	Points
Outstanding	40	Points

E. LOCAL FIRM'S: (0 - 20 POINTS)

1. Location of the Firm and selected subconsultants. For this section, points will be awarded only to those firms with offices located within Flagler County.
2. Experience pertaining to similar Flagler County and City of Bunnell projects will also be considered. City of Bunnell staff shall not however, furnish references for such projects.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

F. COMPLETENESS OF RESPONSE (0 - 20 POINTS)

The Statement of Qualifications shall be evaluated on the ability to satisfactorily convey a depth of understanding and appreciation of the scope of work and the degree of completeness and abilities to follow the RFQ instructions.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

G. REFERENCES FOR FIRM and ALL SUBCONSULTANTS (0 - 20 POINTS)

The selection committee will assess the relevance and quality of references provided.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

VIII. INSURANCE REQUIREMENTS

- A. The Responder shall procure and maintain, at its sole expense during the life of the engagement, insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Employee Liability	\$1,000,000

- B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.
- C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.
- D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

IX. PROPOSAL SUBMISSION

All Responders shall submit one (1) **original** and seven (7) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an **ADA compliant electronic copy** in pdf format on USB of the full response. To be considered, one (1) original and Seven (7) copies, as well as one (1) digital on USB drive in PDF format of each Statement of Qualifications must be received in the City’s Finance Department, no later than **10:00 AM on Monday, November 14, 2022**. Statements of Qualifications should be limited to not more than **55 (8.5-inch x 11 inch) pages** printed on one side with all page language at **Font size 12**, excluding covers, dividers, entire original RQP, financial information, and the required forms. Oversize pages will be counted as two pages. Submissions in excess of 55 pages will not be disqualified; however, clarity, conciseness, and brevity will be scored in Completeness and Response evaluation. **Statements of Qualifications that arrive after the closing time and date shall not be considered. Telephone, facsimile, e-mail, or telegraphic Statements of Qualifications will not be accepted.**

A. STATEMENT OF QUALIFICATIONS FORMAT:

1. GBC Binding should be used.
2. Title Page - Show the proposal subject, the legal name of the Proposer’s firm, local address, telephone number, name of the contact person and date of proposal.
3. Table of Contents - Include a clear identification of the material by section and by page number.
4. Letter of Transmittal - A signed letter of transmittal briefly stating the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The letter should also include the names of the persons who will be authorized to make representations for the Proposer, their title, addresses, and telephone numbers.
5. Provide a separate tabbed section for each of the Evaluation Criteria Sections A through G.
6. Print should be portrait orientation unless oversized.

7. Headings and sections should be numbered and tabbed.
8. The sections should be separated by using divider tabs named for the specific sections for easier reference.
9. Ensure all information is typewritten.

B. The Required Forms Packet must be included with all Statements of Qualifications Responding to the RFQ - Included as Appendix A:

1. Completed Application Form.
2. Completed Proposer's contact Information Form.
3. Completed Proposer's Certification Form.
4. Completed Drug-Free Workplace Certification Form.
5. Completed Public Entity Crimes Form.
6. Completed Conflict of Interest Disclosure Form.
7. Compliance with Public Records Law Form
8. Americans with Disabilities Act Affidavit Form.
9. Vendor Certification Regarding Scrutinized Companies List Form.
10. Client Reference letters (no more than 5 letters accepted).
11. Copy of firm's certificate of insurance.
12. Copy of Prime Engineering firm's current Florida Professional License renewal
13. Copy of W-9

X. INQUIRIES AND ADDENDA

Each Proposer shall examine the RFQ document and shall judge all matters relating to the adequacy and accuracy of this document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made through the City of Bunnell's City Engineer, Marcus DePasquale, at P.O. Box 756, Bunnell, FL 32110, or via email at mdepasquale@bunnellcity.us. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Proposer, prior to submitting the Proposal, to determine if addenda were issued and to make such addenda a part of the Proposal.

XI. PROPOSAL REPARATION EXPENSES

Each Proposer preparing a Proposal in response to this request shall bear all expenses associated with their preparation. Responders shall prepare a response with the understanding that no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

XII. RIGHT TO PROTEST

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the City Manager.

XIII. NO CORRECTIONS

Once a competitive Proposal is submitted, the City shall not accept any request by any Proposer to correct errors or omissions in any calculations or competitive price submitted.

XIV. OPENNESS OF PROCUREMENT PROCESS

Written competitive Proposals, other submissions, correspondence, and all records made thereof, as well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The City gives no assurance as to the confidentiality of any portion of any Proposal once submitted.

XV. NO COLLUSION

By offering a submission to the RFQ, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive Proposal with other proposers and has not colluded with any other proposers or parties to this competitive Proposal whatsoever.

XVI. APPROPRIATIONS CLAUSE

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

APPENDIX A

REQUIRED FORMS PACKET

Completed Forms shall be included with all Statements of Qualifications responding to the RFQ:

1. Completed Application Form.
2. Completed Proposer's contact Information Form.
3. Completed Proposer's Certification Form.
4. Completed Drug-Free Workplace Certification Form.
5. Completed Public Entity Crimes Form.
6. Completed Conflict of Interest Disclosure Form.
7. Compliance with Public Records Law Form
8. Americans with Disabilities Act Affidavit Form.
9. Vendor Certification Regarding Scrutinized Companies List Form.
10. Client Reference letters (no more than 5 letters accepted).
11. Copy of firm's certificate of insurance.
12. Copy of Prime Engineering firm's current Florida Professional License renewal
13. Copy of W-9

APPENDIX B

SUPPORTING DRAWINGS AND SITE INFORMATION

Includes the following:

1. Conceptual Site Plan
2. Existing Site Survey
3. Conceptual Architectural Schematic Layout
4. Conceptual Architectural Elevations.
5. Flagler Central Commerce Parkway Previously Permitted Plan Set with the SJRWMD
6. Geotechnical Report
7. Recorded Plat
8. Access Easement and Utility Easement Agreement for Tracts A and B



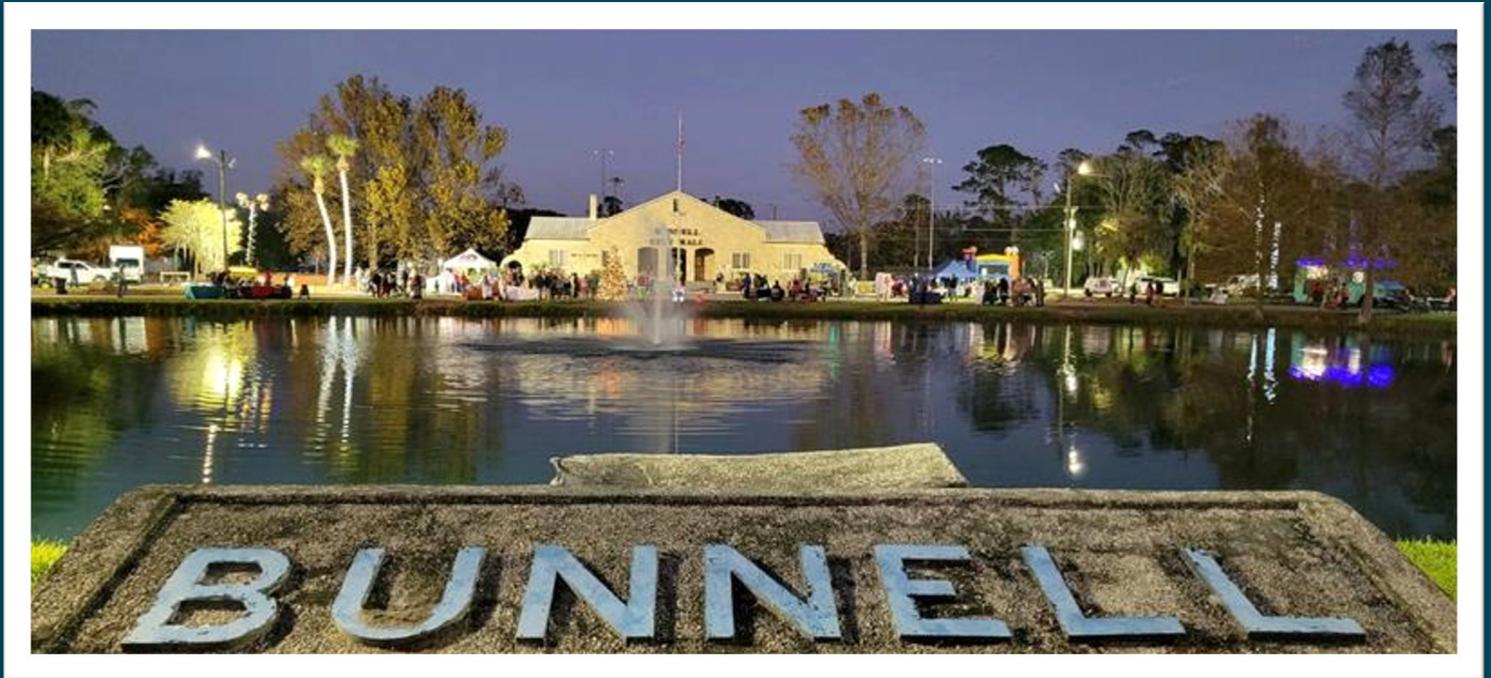
City of Bunnell, Florida

ATTACHMENTS:

Description
City Manager Report

Type
Exhibit

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For January 2023

Published: February 2023

2023 Municipal Election

Qualifying Period was January 9, 2023 to January 13, 2023.

John Rogers and Peter “Pete” Young qualified for the Regular Commission Seat race. They are running unopposed. As a result, there is no Election on March 7, 2023 for this race. These candidates will be sworn into office on April 10, 2023 and will serve three-year terms.

Tonya Gordon qualified for the Special Election to fill the seat vacancy created by the resignation of Commissioner Barnes. She ran unopposed. As a result, there is no Election on March 7, 2023 for this race. Commissioner Gordon will continue to serve in her current term. Then on April 10, 2023, she will be sworn in to serve the remainder of the term for the Special Election seat. That term will expire in 2025.

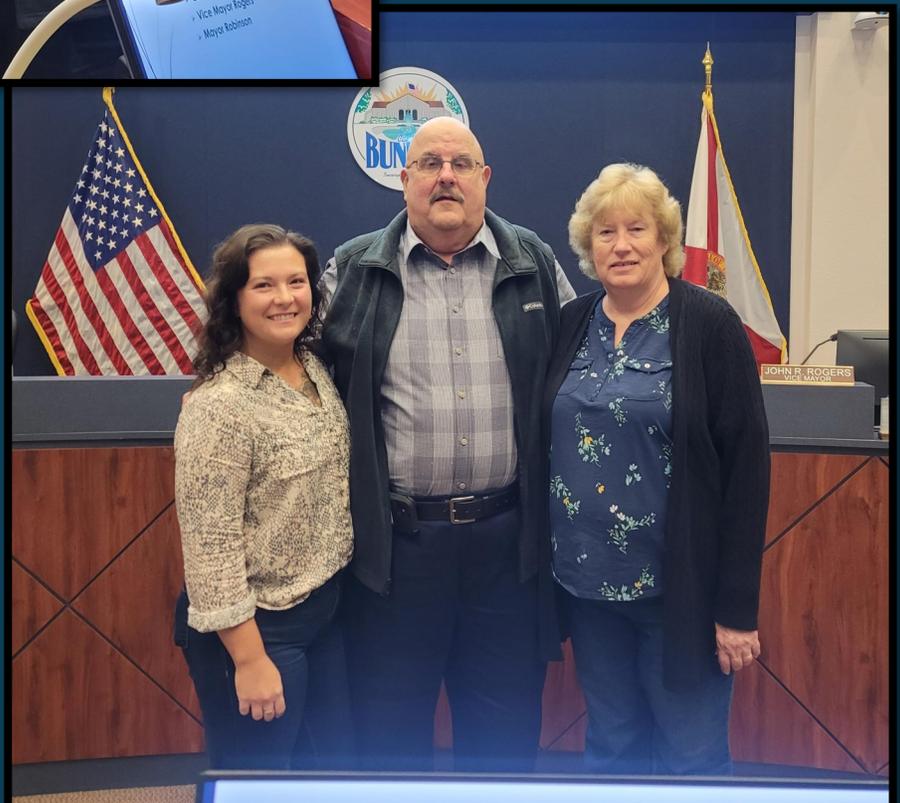
The next scheduled election for the City is in 2025.



Commissioner Young

At the January 23, 2023 City Commission Meeting, the Commission voted to appoint Pete Young to the seat vacated by Commissioner Barnes in July 2022.

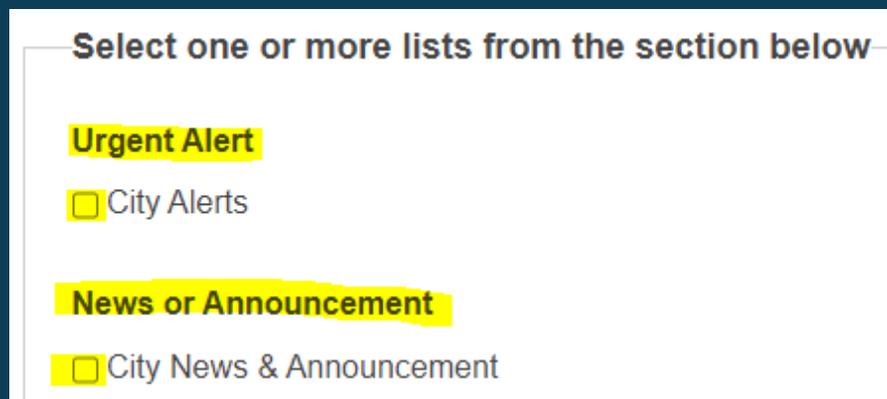
Commissioner Young will serve as a Commissioner in this vacated seat until April 10, 2023. Then on April 10, 2023, he will be sworn into office to the seat for the three-year term he was elected to through the Qualifying Period for the 2023 Municipal Election.



City News, Announcement and Alerts

The City uses it's website to send out important notifications. This could be storm related information and alerts, emergency operations information, boil water notices, City event details and any other information the City may need to share with citizens quickly.

If you are not currently subscribed to get notifications from the City, please register now. You register from www.bunnellcity.us , click the subscribe button in the middle of the page and then complete the fields on the next page. To get the alerts the City sends out, make sure that the buttons next to City Alerts and City News & Announcements are checked.



Select one or more lists from the section below

Urgent Alert

City Alerts

News or Announcement

City News & Announcement

Did you know?

The City Manager Report is published with the second Commission Meeting agenda of each month; however, it is also published to the City's website. You can see back issues of the report and see what is going on within the City by reviewing this report every month.

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.
 - The remediation of the hall was completed in August/September. The City is working with the design consultant for the construction plans to design the restoration of the building.
 - Design is about 95% complete and approved by both the State and Federal governments. Because of the historic designation on this building, any design plans need to be approved by the State and Division of Historical Resources.
 - The RFP for construction should be released in March 2023 once the plans are approved. Any information on the RFP will be found on Demand Star and the City Bid Page (under Finance Department).
- Municipal Park is at its new location: 1307 E. Howe Street (former Clegg Property)

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.

Information Technology

Worked quite a bit with the vendor on the surveillance and license plate reader camera project. All of the equipment is installed, worked on final configuration of the system. 2 sites have consistently been down. The vendor has been working on that, indicating the cameras have to go back to the manufacturer.

Working with the vendor and our Legal staff on a 5 year maintenance agreement, the cost of which is already included in the project.

Public Works and the Wastewater Treatment Plant was having some issues with their security cameras. Had prior determined a power issue on the O2 Ditch was causing 2 of them to be down. Infrastructure had the power problem resolved, and only 1 of the 2 cameras came back up. Did some troubleshooting, and the camera appears to have failed. Infrastructure ordered another camera, and it appeared to be an out of box failure. So sent that back for RMA. While there, found out another camera on the WWTP had failed. Troubleshot that camera, and it seemed fine. Ran new network line to the location, and it is back up.

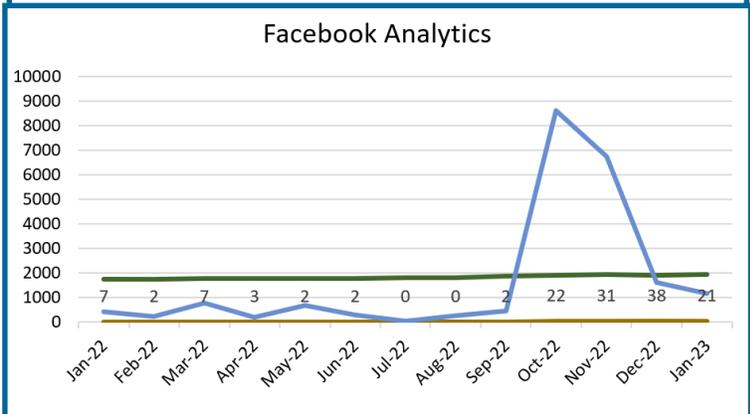
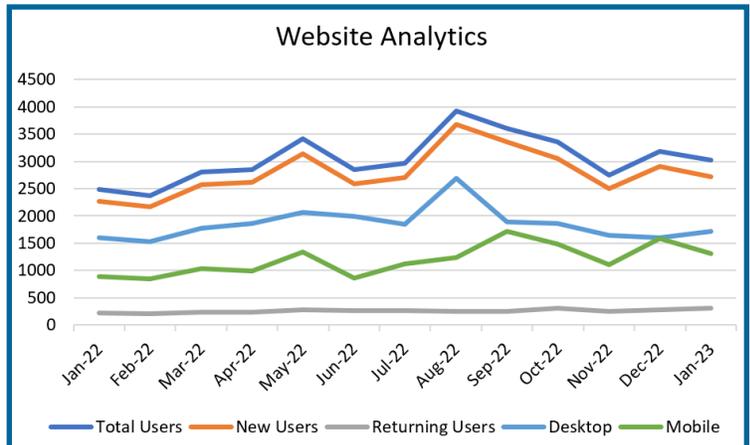
Once the second replacement camera comes in will get it installed, and the site should be fully operational again.

Began rolling out the new security features of Microsoft 365. This includes multi factor authentication, remote installation of software, and control of remote devices such as smart phones, tablets, etc.

Once again with the assistance of some County equipment, participated in the Commission Advance.

Top 10 web pages:

- | | |
|---------------------|----------------------|
| 1. Home Page | 6. Contact Directory |
| 2. Open Positions | 7. Community |
| 3. Building Permits | 8. Planning & Zoning |
| 4. Agendas | 9. Volunteer Boards |
| 5. Police | 10. Human Resources |



City Clerk Office

The City Clerk Office published and noticed all agendas for the City's Public meetings held in January. Public Meetings are City Commission meetings and workshops, any volunteer Board meetings such as the Planning, Zoning and Appeals Board and Code Enforcement Board and also the Police Department Union negotiations.

The Clerk's Office also worked on the following issues throughout the month:

- Working with contractor for the design for reconstruction of Coquina City Hall and on-going contact with Department of State for the Historical Resources Grant for the restoration of Coquina City Hall (agreements executed in October); design plans are about 90% complete. Because this is a National Historic Building, both the State and Federal Historic Preservation offices have to approve any changes to the building.
- 2023 Municipal Election
- On-going Hurricane Ian and Nicole Recovery efforts and FEMA reporting
- Preparing for and hosting the January 27, 2023 Commission Advance
- Working with vendors to preview new development software
- Repairs to the Heritage Park Fence

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.

Businesses should have paid 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.

Code Enforcement action for delinquent BTRs began in January. 85 businesses still have NOT renewed their FY 22/23 BTR.

In the month of January, 48 businesses renewed their BTR or received their initial BTR. The City collected \$6,180.26 in BTR and Fire Inspection fees for January 2023.

Businesses with questions about their BTR should call the City Clerk Office at 386-437-7500 x 5

ANNIVERSARIES:

The City acknowledges and celebrates the following for their continued commitment to the City and her citizens and business owners:



Peter Willems
Mike McGrath
Robert Myjak
Zachary Palazzo
Alton Ogden

NEW EMPLOYEES:

The City wants to give a warm welcome to our newest employees:

- Rebecca Brady (1/3/2023)
- Cassandra Guida (1/30/2023)
- William Evans (1/30/2023)

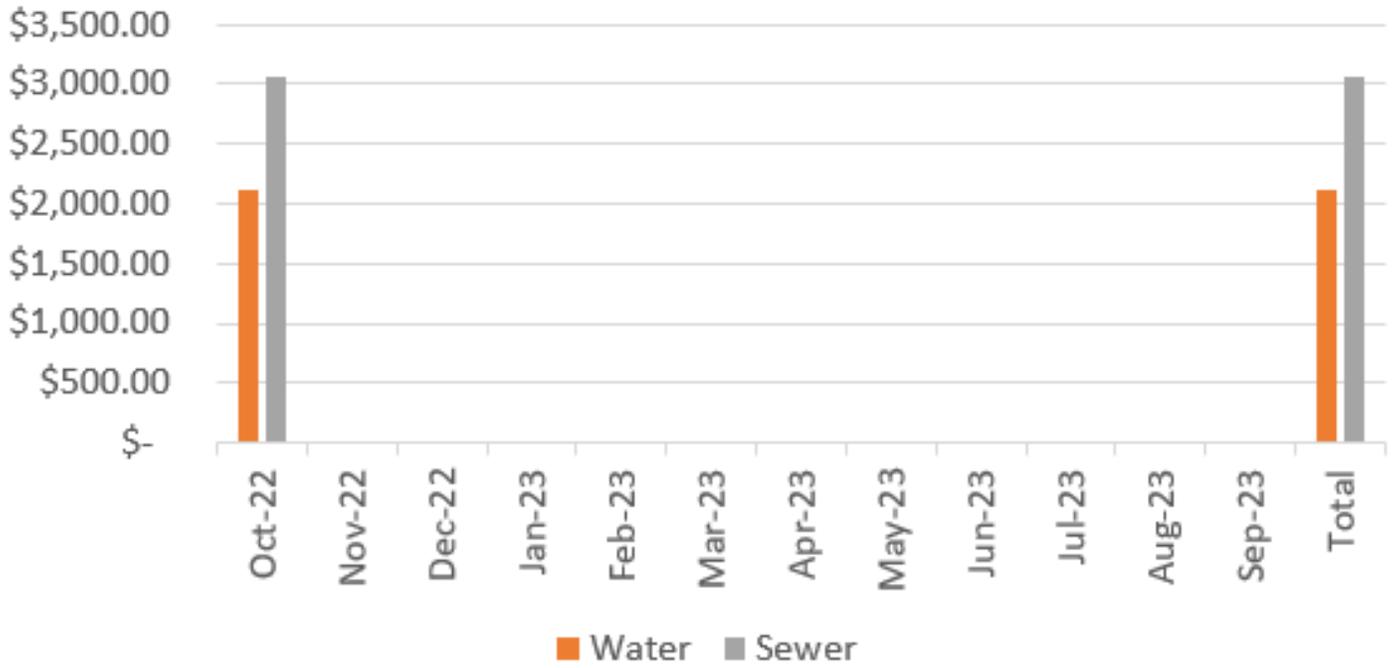
WE ARE HIRING. OPEN POSITIONS:

Police Officers

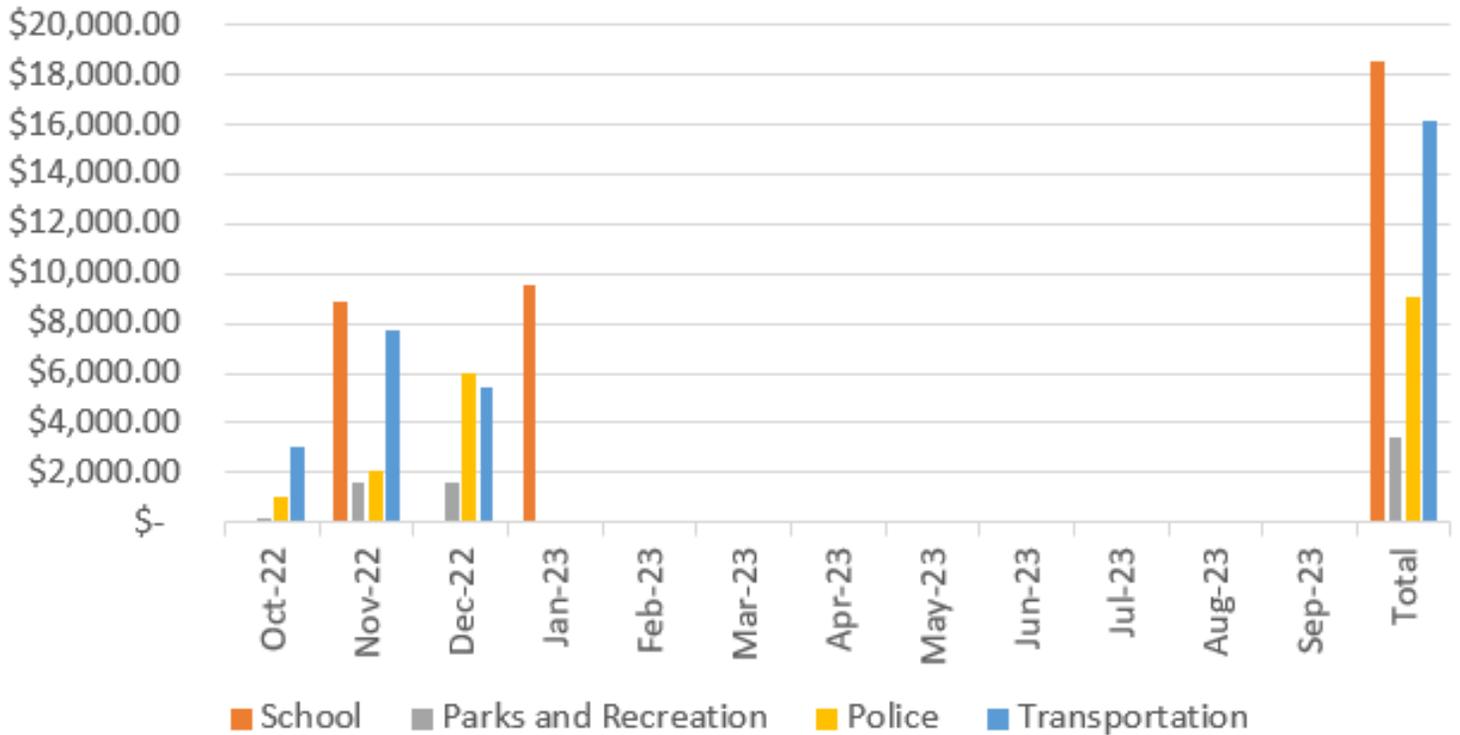


Community Development

Impact fees Water/Sewer



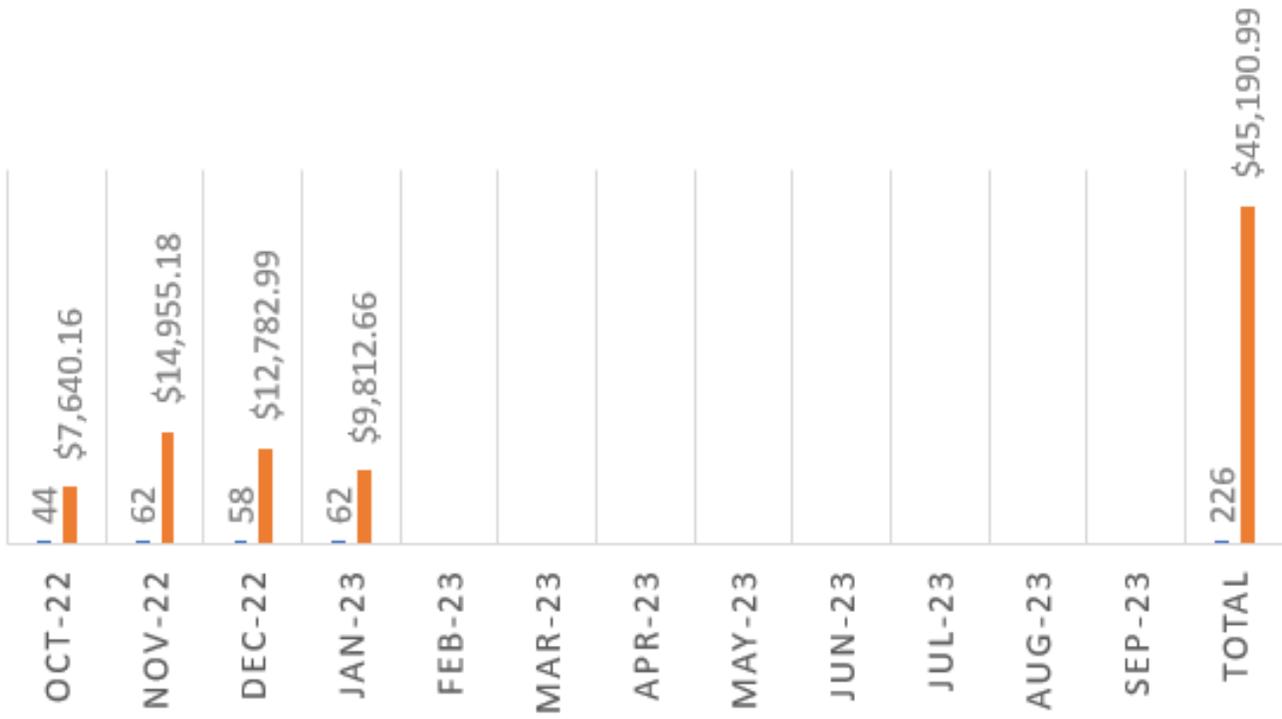
Impact Fees General Fund



Community Development

PERMITS

■ # of Permits ■ Permit Amount



Projects

Grant Projects:

	Expense	Grant Amt
Community Development Block Grant (CDBG) - Hymon:	\$ 15,250	\$ 700,000
<p>This project would install underground storm conveyance pipes and catch basins along both sides of Hymon Circle allowing rainwater to properly drain instead of consistently flooding the residents' front yards. Also, included in this project would be the clearing and widening of the main drainage canal running from E. Short St. and Hymon Circle south along US1 to our MS4 outfall. This will increase drainage capacity for the entire southeastern quadrant of the city. Finally, a dirt service road would be constructed to access the canal for future maintenance by the city.</p>		

Design, Permitting, and bid documents in process.

Master Plan Projects:

	Funding Amt
WWTP Rehab/Expansion Construction Funding:	
SRF Loan	\$ 14,160,022
Agreement fully executed. On priority list for \$2,160,022 loan for FY23.	
SJRWMD REDI Grant	\$ 500,000
Agreement fully executed.	
Water Protection Grant Funding	\$ 14,160,000
<p>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. Agreement fully executed.</p>	
ACOE Grant Funding	\$ 15,000,000
<p>Army Corp of Engineers Section 5061, WRDA07 Environmental Infrastructure Funding. Concurrence on the agreement and signed self-certification of financial capability approved and signed. Agreement in process.</p>	
Well 3 Replacement	\$14,360
<p>Well #3 Rehabilitation Project began in FY22, extended to FY23 due to damages beyond repair. Options being discussed to move forward.</p>	

Capacities WTP/WWTP

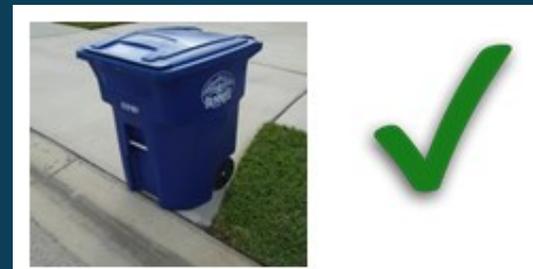
- Capacity for the WWTP in January 2023 was 56% with a total of 1.15" of rainfall. Total influent flow for the month was 10.407MG, with a Daily Average flow of 0.336MGD
- The WTP produced 15.400MG of drinking water, with a daily production average of 0.497MGD in January 2023.
- Total Billed Meters January- 2191

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	121.13 Tons	9.32
Residential Recycle	29.49 Tons	2.27
Yard Waste	117 Yards	5.85
Commercial Garbage	232.60 Tons	17.89
Commercial Cardboard	21.14 Tons	1.63
Scrap Metal	2.74 Tons	.78
Construction & Demolition and Bulk debris	54.88 Tons	15.68
Waste Tires	2.74 Tons	.78

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)

Solid Waste Fiscal Year Comparisons

	FY 19/20	FY 20/21	FY 21/22	FY 22/23 (as of 1/31/23)
Commercial Solid Waste	1960.54 Tons	1995.58 Tons	2374.65 Tons	845.61 Tons
Residential Solid Waste	1380.89 Tons	1546.61 Tons	1446.87 Tons	486.87 Tons
Cardboard & Recycle	585.98 Tons	623.3 Tons	582.61 Tons	157.84 Tons
Yard Waste	1593.00 Yards	1153 Yards	1203 Yards	2648 Yards
Construction & Debris (C&D)	315.51 Tons	574.58 Tons	319 Tons	134.97 Tons
Scrap/Misc.	12.789 Tons	4.27 Tons	16.44 Tons	5.06
Yearly Total	5848.71	5897.34	5942.57	4278.35

The City is only 4 months into this Fiscal Year, but only 1,664.22 Tons behind the collection of solid waste and recycling for all of last year. At the pace the City is on, it will exceed previous years' collections in the next few months.

Police Department

PATROL OPERATIONS January 2023

	This Month	Same Month Last Year	Year to Date
Residential Burglaries	1	3	1
Vehicle Burglaries	2	0	2
Business Burglaries	1	0	1
Auto Thefts / Recovered	0 / 3	1 / 2	0 / 3
Traffic Crashes	22	16	22
Traffic Stops	202	110	202
- Citations	44	7	44
- Written Warnings	90	4	90
Warrants Attempted / Served	21 / 7	13 / 0	21 / 7
Reports Written	131	223	131
Arrests	24	17	24
- Felony	9	10	9
- Misdemeanor	15	7	15
Criminal Charges Filed	29	37	29
- Felony	11	16	11
- Misdemeanor	18	21	18
Public Records Requests	35	25	35
Security Checks	896	742	896
Community Policing	381	669	381