

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, December 11, 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:

B.1. Presentation: Make Lake Lucille Bright Awards

B.2. Presentation: Water and Sewer Revenue Sufficiency Analysis

B.3. Presentation: Woody's BBQ for Veterans Day Meals

B.4. Presentations: Swearing-in Police Chaplain

C. Consent Agenda:

C.1. Approval of Warrant

a. December 11, 2023 Warrants (FY2022/2023 and FY 2023/2024)

C.2. Approval of Minutes

a. November 27, 2023 City Commission Minutes

C.3. Request Approval of CPH, LLC.'s Work Order for Wastewater Treatment Plant (WWTP) Improvements – Phase 1 Early Work Additional Services #1

C.4. Approval of Copier Lease

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 2023-22 Requesting the Voluntary Contraction of the City's Boundary

for 5.0+/- acres of property, located at 2271 County Road 304. - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1.** Request Approval of Administrative Order 2023-02 for the Allen Lands Rural Subdivision II.
- H.2.** Request Approval of LPA0481 Grant Agreement (COB #2023-22) between the City of Bunnell and FDEP for the Bunnell Water Treatment Plant and Distribution System Projects

I. Reports:

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **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 December 4, 2023



City of Bunnell, Florida

Agenda Item No. B.2.

Document Date: 11/30/2023 Amount:
Department: Finance Account #:
Subject: Presentation: Water and Sewer Revenue Sufficiency Analysis
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

Summary/Highlights:

The City contracted with Raftelis to perform a FY23 Revenue Sufficiency Analysis for the City's Water and Sewer Systems.

Background:

Raftelis evaluated both the Water and Sewer Systems separately. A five-year forecast model and comprehensive project-by-project funding approach for the Capital Improvement Program for each system has been developed.

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

Approved

City Manager Review/Recommendation:



City of Bunnell, Florida

Agenda Item No. B.4.

Document Date: 11/27/2023 Amount:
Department: Police Account #:
Subject: Presentations: Swearing-in Police Chaplain
Agenda Section: Introductions, Commendations, Proclamations, and Presentations:

Summary/Highlights:

Pastor Larry Hobbs from Flagler County Baptist Church in Bunnell to be sworn-in as Police Chaplain. Chaplain Hobbs will assist Bunnell police officers with difficult notifications whenever the police are required to make a death notification or console a person affected by an unexpected death of a loved one. Further, he will ride-a-long with officers to better understand police procedures and be a wellness resource to anyone who may desire informal counseling.

Background:

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:



City of Bunnell, Florida

ATTACHMENTS:

Description

Warrant FY2022/2023

Warrant FY 2023/2024

Type

Warrant

Warrant



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08234 - FY 22/23 12.11.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Rayco Funding & Development, Inc					
	08/23/2023	Rayco Funding & Developme...	Hauling of Biosolids - Sludge ...	404-0535-535.3400	1,575.00
				Vendor Rayco Funding & Development, Inc	Total: 1,575.00
Vendor: SHI International Corp					
	07/19/2023	SHI International Corp	Microsoft License	401-0533-533.5230	69.56
	07/19/2023	SHI International Corp	Microsoft License	404-0535-535.5230	69.55
				Vendor SHI International Corp	Total: 139.11
				Grand Total:	1,714.11

Fund Summary

Fund	Expense Amount
401 - WATER	69.56
404 - SEWER	<u>1,644.55</u>
Grand Total:	1,714.11

Account Summary

Account Number	Account Name	Expense Amount
401-0533-533.5230	Software	69.56
404-0535-535.3400	Other Contractual Servic...	1,575.00
404-0535-535.5230	Software	<u>69.55</u>
Grand Total:		1,714.11

Project Account Summary

Project Account Key	Expense Amount
None	<u>1,714.11</u>
Grand Total:	1,714.11



City of Bunnell, FL

Expense Approval Register

Packet: APPKT08231 - FY 23/24 12.11.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Alliant Engineering Inc					
	12/16/2023	Alliant Engineering Inc	Services through 10.31.23	001-0538-538.6300	1,260.00
			Vendor Alliant Engineering Inc Total:		1,260.00
Vendor: Alton Ogden					
	11/27/2023	Alton Ogden	Reimbursement Bike Equipm...	001-0521-521.4620	85.76
			Vendor Alton Ogden Total:		85.76
Vendor: Boulevard Tire Center					
	11/27/2023	Boulevard Tire Center	Tires, balance and mount 20...	001-0521-521.4620	637.52
	11/28/2023	Boulevard Tire Center	Tires,Aligment,Angle Unit 19...	001-0521-521.4620	412.55
			Vendor Boulevard Tire Center Total:		1,050.07
Vendor: Charter Communications					
	11/21/2023	Charter Communications	200 Tolman St 11.26.23-12.2...	404-0535-535.4100	111.40
			Vendor Charter Communications Total:		111.40
Vendor: Collage Design and Construction Group, Inc.					
	11/08/2023	Collage Design and Construct...	FF&E Design	001-0519-519.3100	30,000.00
	11/08/2023	Collage Design and Construct...	FF&E Installation	001-0519-519.3100	5,000.00
			Vendor Collage Design and Construction Group, Inc. Total:		35,000.00
Vendor: Colonial Life & Accident Insurance Company					
	11/09/2023	Colonial Life & Accident Insu...	Colonial Life November 2023	001-2185000	1,149.44
			Vendor Colonial Life & Accident Insurance Company Total:		1,149.44
Vendor: CPH, LLC					
	10/27/2023	CPH, LLC	Professional Services through...	404-0535-535.6200	33,062.50
			Vendor CPH, LLC Total:		33,062.50
Vendor: DG Hardware, Inc.					
	11/16/2023	DG Hardware, Inc.	Broom	401-0533-533.5265	33.29
	11/27/2023	DG Hardware, Inc.	Zip Ties	401-0533-533.5205	9.17
	11/27/2023	DG Hardware, Inc.	Zip Ties	404-0535-535.5200	9.17
	11/28/2023	DG Hardware, Inc.	Christmas Event Light Hooks	001-0511-511.5200	46.39
	11/28/2023	DG Hardware, Inc.	Ratchet Straps	401-0533-533.5205	23.86
	11/28/2023	DG Hardware, Inc.	Ratchet Straps	404-0535-535.5200	23.86
			Vendor DG Hardware, Inc. Total:		145.74
Vendor: Environmental Land Services of Flagler County, Inc					
	11/16/2023	Environmental Land Services...	Surcharge	001-0541-541.5300	210.60
	11/16/2023	Environmental Land Services...	SHELL TO REPAIR ALL SHELL ...	001-0541-541.5300	1,620.00
	11/16/2023	Environmental Land Services...	Delivery Fee	001-0541-541.5300	375.00
	11/24/2023	Environmental Land Services...	Services from 11.17.23 - 11.2...	402-0534-534.3400	4,784.61
			Vendor Environmental Land Services of Flagler County, Inc Total:		6,990.21
Vendor: Esquire Deposition Solutions, LLC					
	11/16/2023	Esquire Deposition Solutions,...	Transcript for 10/23/23 Exec...	001-0511-511.3100	410.00
			Vendor Esquire Deposition Solutions, LLC Total:		410.00
Vendor: Flagler Broadcasting LLC					
	11/27/2023	Flagler Broadcasting LLC	Christmas in Bunnell radio A...	001-0511-511.4900	1,008.00
			Vendor Flagler Broadcasting LLC Total:		1,008.00
Vendor: Flagler Humane Society					
	11/30/2023	Flagler Humane Society	Services through November ...	001-0562-562.3402	2,134.00
			Vendor Flagler Humane Society Total:		2,134.00
Vendor: Hawkins Inc					
	11/16/2023	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	441.60
	11/16/2023	Hawkins Inc	WTP Chemicals	401-0533-533.5205	1,185.00
			Vendor Hawkins Inc Total:		1,626.60

Expense Approval Register				Packet: APPKT08231 - FY 23/24 12.11.23 Warrant	
(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: HD Supply, Inc					
	11/16/2023	HD Supply, Inc	Hach HQ440d Multi-Input La...	401-0533-533.4640	2,533.47
				Vendor HD Supply, Inc Total:	2,533.47
Vendor: Heritage Landscape Supply Group, Inc.					
	11/02/2023	Heritage Landscape Supply G...	Veteran's Day Parade Supplies	001-0541-541.5200	101.23
				Vendor Heritage Landscape Supply Group, Inc. Total:	101.23
Vendor: John Forrest Ware					
	11/13/2023	John Forrest Ware	Safety Footware Reimburse...	401-0533-533.5220	60.00
	11/13/2023	John Forrest Ware	Safety Footware Reimburse...	404-0535-535.5220	59.99
				Vendor John Forrest Ware Total:	119.99
Vendor: Joseph Parsons					
	11/22/2023	Joseph Parsons	Reimbursement Wall Paint B...	001-0524-524.5200	16.49
	11/22/2023	Joseph Parsons	Reimbursement Wall Paint B...	118-0524-524.5200	16.49
	11/22/2023	Joseph Parsons	Reimbursement Flat White P...	001-0524-524.5200	4.98
	11/22/2023	Joseph Parsons	Reimbursement Flat White P...	118-0524-524.5200	4.98
	11/22/2023	Joseph Parsons	Microfiber cloth, ext pole, dr...	001-0524-524.5200	25.15
	11/22/2023	Joseph Parsons	Microfiber cloth, ext pole, dr...	118-0524-524.5200	25.21
	11/22/2023	Joseph Parsons	8 Cubical Desks, 100 Ceiling T...	001-0524-524.5200	225.00
	11/22/2023	Joseph Parsons	8 Cubical Desks, 100 Ceiling T...	118-0524-524.5200	225.00
				Vendor Joseph Parsons Total:	543.30
Vendor: Locaters International, Inc.					
	11/18/2023	Locaters International, Inc.	Pre Employment Polygraph ...	001-0521-521.4900	150.00
				Vendor Locaters International, Inc. Total:	150.00
Vendor: McGrath RentCorp and Subsidiaries					
	11/17/2023	McGrath RentCorp and Subs...	24 mth lease 11.17.23-12.16....	001-0519-519.4400	2,188.66
				Vendor McGrath RentCorp and Subsidiaries Total:	2,188.66
Vendor: Municipal Emergency Services, Inc					
	12/14/2023	Municipal Emergency Service...	Black Tactical Pants	001-0521-521.5220	51.00
				Vendor Municipal Emergency Services, Inc Total:	51.00
Vendor: PC Construction Company					
	11/27/2023	PC Construction Company	6200 MP WWTP Construction	404-0535-535.6200	140,938.00
				Vendor PC Construction Company Total:	140,938.00
Vendor: Public Risk Insurance Advisors					
	10/27/2023	Public Risk Insurance Advisors	Western World Ins. Company	001-0511-511.4500	900.00
				Vendor Public Risk Insurance Advisors Total:	900.00
Vendor: Rayco Funding & Development, Inc					
	11/10/2023	Rayco Funding & Developme...	Hauling of Biosolids - Sludge ...	404-0535-535.3400	1,575.00
				Vendor Rayco Funding & Development, Inc Total:	1,575.00
Vendor: Rush Truck Centers of Florida Inc					
	10/24/2023	Rush Truck Centers of Florida...	2024 Peterbilt Solid Waste T...	402-0534-534.6400	419,451.79
				Vendor Rush Truck Centers of Florida Inc Total:	419,451.79
Vendor: Staples, Inc					
	11/17/2023	Staples, Inc	Black Ink HP 62	001-0521-521.5100	69.16
	11/25/2023	Staples, Inc	1 office Chair	001-0524-524.5100	79.99
	11/27/2023	Staples, Inc	Duracell C Alkaline 12/pack B...	001-0521-521.5100	29.89
				Vendor Staples, Inc Total:	179.04
Vendor: Sun Country Termite & Pest Control					
	11/06/2023	Sun Country Termite & Pest ...	604 E Moody (5)	401-0533-533.3401	12.50
	11/06/2023	Sun Country Termite & Pest ...	604 E Moody (5)	404-0535-535.3400	12.50
	11/06/2023	Sun Country Termite & Pest ...	604 E Moody (6)	001-0519-519.3401	25.00
	11/06/2023	Sun Country Termite & Pest ...	604 E Moody (4)	001-0519-519.3401	25.00
	11/06/2023	Sun Country Termite & Pest ...	PD Office	001-0519-519.3401	50.00
	11/06/2023	Sun Country Termite & Pest ...	Old City Hall	001-0572-572.3400	37.00
	11/06/2023	Sun Country Termite & Pest ...	100 Utility Dr	401-0533-533.3401	30.00
	11/06/2023	Sun Country Termite & Pest ...	200 Tolman Dr	404-0535-535.3400	30.00
	11/06/2023	Sun Country Termite & Pest ...	300 Tolman St	001-0541-541.3400	40.00

Expense Approval Register

Packet: APPKT08231 - FY 23/24 12.11.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	11/07/2023	Sun Country Termite & Pest ...	Carver Fields	001-0572-572.3400	75.00
	11/07/2023	Sun Country Termite & Pest ...	Versey Lee Community	001-0572-572.3400	30.00
	11/07/2023	Sun Country Termite & Pest ...	Jackson Park	001-0572-572.3400	30.00
	11/07/2023	Sun Country Termite & Pest ...	Edward Johnson Park	001-0572-572.3400	75.00
	11/07/2023	Sun Country Termite & Pest ...	Heritage Park	001-0572-572.3400	25.00
	11/07/2023	Sun Country Termite & Pest ...	Municipal Park	001-0572-572.3400	40.00
	11/07/2023	Sun Country Termite & Pest ...	Joanne B King Park	001-0572-572.3400	40.00
			Vendor Sun Country Termite & Pest Control Total:		577.00
Vendor: Terry Taylor Ford Company					
	10/06/2023	Terry Taylor Ford Company	Front foor molding Vehicle 1...	001-0521-521.4620	135.88
	11/21/2023	Terry Taylor Ford Company	Brake repairs & Oil Change V...	001-0521-521.4620	589.23
	11/21/2023	Terry Taylor Ford Company	Oil change/ rear chocks/ Veh...	001-0521-521.4620	602.29
	11/28/2023	Terry Taylor Ford Company	Replace left wheel well, Mold..	001-0521-521.4620	303.19
			Vendor Terry Taylor Ford Company Total:		1,630.59
Vendor: The Gaboton Group, LLC					
	11/30/2023	The Gaboton Group, LLC	Retainer - December	001-0511-511.3100	2,000.00
			Vendor The Gaboton Group, LLC Total:		2,000.00
Vendor: The Mower Depot, Inc.					
	11/21/2023	The Mower Depot, Inc.	Replacement Mower Parks &...	001-0572-572.6400	13,679.00
			Vendor The Mower Depot, Inc. Total:		13,679.00
Vendor: UniFirst Corporation					
	11/15/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.36
	11/15/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.78
	11/15/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.46
	11/15/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	27.37
	11/15/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	37.12
	11/15/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	19.28
	11/15/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	36.20
	11/22/2023	UniFirst Corporation	Uniform Rental	001-0541-541.5220	32.58
	11/22/2023	UniFirst Corporation	Uniform Rental	001-0549-549.5220	13.87
	11/22/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5200	21.47
	11/22/2023	UniFirst Corporation	Uniform Rental	001-0572-572.5220	106.39
	11/22/2023	UniFirst Corporation	Uniform Rental	401-0533-533.5220	37.37
	11/22/2023	UniFirst Corporation	Uniform Rental	402-0534-534.5220	19.41
	11/22/2023	UniFirst Corporation	Uniform Rental	404-0535-535.5220	36.45
			Vendor UniFirst Corporation Total:		455.11
Vendor: US Able Life					
	12/01/2023	US Able Life	US Able Life December 2023	001-2184000	343.43
			Vendor US Able Life Total:		343.43
Vendor: Verizon Wireless					
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0512-512.4100	275.76
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0513-513.4100	40.39
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0516-516.4100	45.39
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0521-521.4100	2,255.06
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0524-524.4100	266.57
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0541-541.4100	122.64
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0549-549.4100	152.92
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	001-0572-572.4100	193.69
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	401-0533-533.4100	460.67
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	402-0534-534.4100	193.31
	11/13/2023	Verizon Wireless	Service 10.14.23-11.13.23	404-0535-535.4100	403.14
			Vendor Verizon Wireless Total:		4,409.54
Vendor: Vose Law Firm, LLP					
	11/30/2023	Vose Law Firm, LLP	November legal fees	001-0514-514.3102	7,000.00
	11/30/2023	Vose Law Firm, LLP	November legal fees	001-0524-524.3100	500.00
			Vendor Vose Law Firm, LLP Total:		7,500.00

Expense Approval Register

Packet: APPKT08231 - FY 23/24 12.11.23 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Zev Cohen & Associates, Inc.	11/10/2023	Zev Cohen & Associates, Inc.	Services through 10.31.23	001-0524-524.3400	285.90
				Vendor Zev Cohen & Associates, Inc. Total:	285.90
				Grand Total:	683,645.77

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	77,743.43
118 - Building Dept. Fund	271.68
401 - WATER	4,422.45
402 - SOLID WASTE	424,468.40
404 - SEWER	176,739.81
Grand Total:	683,645.77

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.3100	Professional Services Ex...	2,410.00
001-0511-511.4500	Insurance Expense	900.00
001-0511-511.4900	Other Current Chgs & Ob...	1,008.00
001-0511-511.5200	Operating Supplies	46.39
001-0512-512.4100	Communications Expense	275.76
001-0513-513.4100	Communications Expense	40.39
001-0514-514.3102	Legal Services	7,000.00
001-0516-516.4100	Communications Expense	45.39
001-0519-519.3100	Professional Services	35,000.00
001-0519-519.3401	Other Contractual Servic...	100.00
001-0519-519.4400	Rental/Lease	2,188.66
001-0521-521.4100	Communications Expense	2,255.06
001-0521-521.4620	Repair / Maint - Vehicles	2,766.42
001-0521-521.4900	Other Current Chgs & Ob...	150.00
001-0521-521.5100	Office Supplies Expenses	99.05
001-0521-521.5220	Uniforms Exp	51.00
001-0524-524.3100	Professional Services Ex...	500.00
001-0524-524.3400	Other Contract Services	285.90
001-0524-524.4100	Communications Expense	266.57
001-0524-524.5100	Office Supplies Expenses	79.99
001-0524-524.5200	Operating Supplies	271.62
001-0538-538.6300	Improvements - Other T...	1,260.00
001-0541-541.3400	Other Contract Services	40.00
001-0541-541.4100	Communications Expense	122.64
001-0541-541.5200	Operating Supplies	101.23
001-0541-541.5220	Uniforms Exp	64.94
001-0541-541.5300	Road Repair Local Option..	2,205.60
001-0549-549.4100	Communications	152.92
001-0549-549.5220	Uniforms	27.65
001-0562-562.3402	Humane Society Contract	2,134.00
001-0572-572.3400	Other Contract Services	352.00
001-0572-572.4100	Communications Expense	193.69
001-0572-572.5200	Operating Supplies	42.93
001-0572-572.5220	Uniforms Exp	133.76
001-0572-572.6400	Machinery/Equipment E...	13,679.00
001-2184000	Med/Health Employee Li...	343.43
001-2185000	125 Plans Employee Pay...	1,149.44
118-0524-524.5200	Operating Supplies	271.68
401-0533-533.3401	Other Contract Services	42.50
401-0533-533.4100	Communications Expense	460.67
401-0533-533.4640	Repair / Maint - Equipm...	2,533.47
401-0533-533.5205	Operating Supplies Exp -...	1,218.03
401-0533-533.5220	Uniforms Exp	134.49
401-0533-533.5265	Tools	33.29
402-0534-534.3400	Other Contract Services -...	4,784.61
402-0534-534.4100	Communications - Solid...	193.31
402-0534-534.5220	Uniforms - Solid Waste	38.69
402-0534-534.6400	Machinery & Equipment ...	419,451.79
404-0535-535.3400	Other Contractual Servic...	1,617.50
404-0535-535.4100	Communications	514.54

Account Summary

Account Number	Account Name	Expense Amount
404-0535-535.5200	Operating Supplies	474.63
404-0535-535.5220	Uniforms	132.64
404-0535-535.6200	Buildings	<u>174,000.50</u>
	Grand Total:	683,645.77

Project Account Summary

Project Account Key	Expense Amount
None	474,645.27
City Hall Design	35,000.00
Water Treatment Plan Construction	<u>174,000.50</u>
	Grand Total: 683,645.77



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, November 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

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

Roll Call: Mayor Catherine Robinson; Commissioner Tonya Gordon; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; Interim Community Development Director Joe Parsons; Infrastructure Director Dustin Vost; Finance Director Kristi Moss; City Clerk Kristen Bates; Deputy City Clerk Bridgitte Gunnells

Excused: Vice Mayor John Rogers

Invocation for Our Military Troops and National Leaders:

Mayor Robinson led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations :

B.1. Proclamation: Diabetes Awareness Month

Commissioner Schultz read the Proclamation into record. Tony Papandrea, Chairman of Advent Heath Foundation accepted the Proclamation and spoke about the collaboration of the Hospital, Free Clinic, and Health Department to aid those in the community with Type II Diabetes. Melody Pierrejean, Dietitian and Program Coordinator with the Flagler County Department of Health spoke about the education programs offered. Mayor Robinsons noted the Florida Health Care Plans also has self-management education programs. Mayor Robinson encouraged the public to YouTube to watch City Manager Alvin Jackson's testimony about Florida Health Care Diabetes Program and his journey to better health and wellness.

B.2. Presentation: Check to Flagler County Sheriff Rick Staly

Chief Brannon reported former Police Chief Foster started a program to raise funds for Shop With A Cop; Officers who want to have a beard donate to the program. A check was presented to Sherrif Staly for \$1,116.00 for the program for the money collected over the last several years from officers. Sherrif Staly accepted the check and advised December 15th is the Shop With A Cop event.

B.3. Presentations: Swearing-in Police Chaplain

This Item will be placed on a future Agenda.

B.4. Presentation: Officer of the 3rd Quarter

Sergeant Groth read a summary about Officer of the Quarter and about Officer Brandon Beane; this recognition is special because it is decided on by other officers. Chief Brannon presented the award to Officer Beane.

C. Consent Agenda:

C.1. Approval of Warrant

a. November 27, 2023 Warrant

C.2. Approval of Minutes

a. November 27, 2023 City Commission Meeting Minutes

C.3. Request approval for the Grand Reserve Phase 5 proportionate share Mitigation agreement

C.4. Approval of Amended (New) City Personnel Manual

C.5. Approval of Business Incentive Development Agreement for Project Christine

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.

None

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2023-10 Solid Waste Truck Loan

City Attorney Waters read the Short Title into the record. Finance Director Moss explained the details of the loan. The rate provided is a tax-exempt rate at 5.86%; there are no penalties for refinancing should rates improve in the future. The length of the loan is 7 years to match the estimated life of the vehicle.

Motion: Adopt Resolution 2023-10 Solid Waste Truck Loan

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

G. Old Business: None

H. New Business:

H.1. Request approval to piggyback Volusia County Contract # 22-B-95MC with Ferguson Waterworks

Infrastructure Director Vost presented the item to the Board.

Motion: Approve to piggyback Volusia County Contract # 22-B-95MC with Ferguson Waterworks

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

H.2. Request Approval of the Preliminary Plat for Phase 5 of the Grand Reserve Master Planned Subdivision.

Interim Community Development Director Parsons presented the item to the Board.

Motion: Approve the Preliminary Plat for Phase 5 of the Grand Reserve Master Planned Subdivision.

Motion by: Commissioner Gordon

Second by: Commissioner Young

Board Discussion: Commissioner Schultz asked to see a Plat of the area; she reiterated concerns made in the past about access with only two entrances for an entire subdivision. Commissioner Young stated he has the same concern about access and thought there were other options discussed when the PUD was originally adopted. Commissioner Gordon asked about dirt delivery and where trucks will be traveling. Interim Community Development Director Parsons advised the City was working on a plan for entry of the trucks hauling fill dirt to keep limit the impact on those already living in the subdivision. Mayor Robinson asked staff to continue to work with the builder as there are valid concerns about the roads being blocked by construction and on the impact to those already living in the neighborhood.

Public Discussion: None

Vote: Motion passed 3 to 1

Yea: Mayor Robinson; Commissioner Gordon; Commissioner Young

Nay: Commissioner Schultz

H.3. Request approval for the Steel Rail Industrial Park Replat II.

Interim Community Development Director Parsons presented the item to the Board.

Motion: Approve the Steel Rail Industrial Park Replat II.

Motion by: Commissioner Gordon

Second by: Commissioner Schultz

Board Discussion: Commissioner Schultz asked to see the map to show exactly where the Concrete Plant would be located.

Public Discussion: None

Vote: Motion carried unanimously

I. Reports

- **City Clerk** – reminded the Board the 2nd meeting in December would fall on Christmas. The Commission agreed to meet December 21, 2023 at 7:30 AM in Suite 4 of the City offices. Christmas in Bunnell is December 15, 2023 at JB King Park. Mayor Robinson thanked the Clerk for her hard work and leadership.
- **Police Chief** – reported on the Thanksgiving baskets the Police Department assembled and delivered to 11 families in the community. Mayor Robinson stated this is what community policing was all about.
- **City Attorney-** None
- **City Manager-** City Clerk Bates stated the City Manager's monthly report was available; it provides important information and updates on happenings and projects within the City.
- **Mayor and City Commissioners–**
 - **Commissioner Young-** None
 - **Commissioner Schultz** – reported they are going to have the first Italian Festival committee meeting at 8:30 AM on Wednesday, November 30th at the Police Department.
 - **Commissioner Gordon** – Wants to thank the staff for all their hard work and especially the Police Department and the Chief for the past week.
 - **Mayor Robinson** – stated we have a wonderful staff in the City of Bunnell. "We are proud of what you do day in and day out. You are the face of the City

and what you do matters. All the departments do a fantastic job in customer service, which is the key issue.” Mayor Robinson stated Thanksgiving is a wonderful time of year and as we move into Christmas to count the blessings that come our way. She stated her appreciation for her fellow Board members, City Attorney, and Staff for all they do.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Commissioner Schultz

Seconded by: Commissioner Young

Vote: Motion carried unanimously

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

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



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 11/14/2023 Amount: \$161,360
Department: Infrastructure Account #: 404-0535-535.6200
Subject: Request Approval of CPH, LLC.'s Work Order for Wastewater Treatment Plant (WWTP) Improvements – Phase 1 Early Work Additional Services #1
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
CPH Work Order EWA #1	Contract

Summary/Highlights:

The City is currently under contract with CPH, LLC. for continuing Professional Engineering Services (#2023-13).

Staff is seeking approval to extend upon the original agreement dated August 28, 2023, for a Work Order to provide engineering services in connection with the Construction of the Bunnell WWTP Improvements Phase 1 Early Work Project.

Background:

The Infrastructure Department has been utilizing the services of CPH, LLC. for the design and pre-construction processes of the WWTP Expansion and Rehabilitation Project.

On September 25, 2023, Commission approved a Work Order for Phase 1 – Early Work in the amount of \$59,000 for CPH to provide assistance with the Construction Management At Risk (CMAR) Construction Phase Services for the City. Assistance involved bidding and pre-construction services, contract services, meeting attendance, coordination meetings, Requests for Information, pre-work payment requests and finalizing any construction funding assistance to name a few of the tasks mentioned in the Work Order.

This new Work Order – Early Work Additional Services #1 – includes post-design engineering services, permit compliance and Value Engineering Design.

Staff Recommendation:

Approve CPH's Work Order for Wastewater Treatment Plant (WWTP) Improvements – Phase 1 EWA #1 in the amount of \$161,360.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved for agenda



November 13, 2023

City of Bunnell
Mr. Dustin Vost
604 E Moody Blvd
Bunnell, FL 32110

RE: Bunnell WWTF BNR Improvements – Phase 1 Early Work (**Additional Services #1**)

Dear Mr. Vost,

Attached please find our proposal for providing additional professional engineering services for the above referenced Project. This proposal is being submitted in accordance with the Phase 1 Early Work Contract between the City of Bunnell (City) and the firm CPH LLC (CPH). The purpose of this proposal is to specify additional services required to accommodate Value Engineering and permit compliance activities.

This proposal includes services to provide the required Consent Order Plan, modification to the FDEP permit, and additional assistance for grant coordination. The Consent Order Plan is being provided in response to FDEP Warning Letter No. WL21-173 received by the City. The modification of the FDEP permit includes the revisions to the scope of the Bunnell WWTF BNR Improvements Project and modifications to the on-site Effluent Storage Pond. CPH will continue to provide assistance with the City's grants and funding throughout the timeline of the early work phase.

This additional services proposal also includes efforts related to Value Engineering (VE) activities. Through extensive VE efforts between CPH, the City, and PC Construction (PC), multiple changes to the project scope, drawings and specs have been identified to be implemented into the Contract Documents. CPH will modify design, prepare drawings and specifications, and evaluate estimates related to the VE items. These items required efforts that exceed the allowable budget included in Task Order No. 1.

The main VE items that require additional design time and efforts are the combination of the Operations, Maintenance, and Electrical building, the relocation of the main electrical building and generator, and the change to an in-channel mechanical screen at the headworks. The new Operations Building, relocating it into the Effluent Storage Pond area, relocating the main electrical building to the north, and the new headworks concept provides construction cost and schedule savings. This VE item includes geotechnical, electrical, architectural, mechanical, and structural design. Design includes producing construction drawings and specifications. The change in the electrical design is very extensive between the new building and Electrical Building No. 1. The change in the design provides the contractor access to build the plant entirely offline and with shorter and more direct ductbank layouts.



CPH proposes to perform the VE changes described herein with the assistance of two sub-consultant: Bailey Engineering and Bechtol Engineering. The additional services for Task 1 will be performed as a **Time and Materials services in the amount of \$26,200.00**. The additional services for Task 2 will be performed as **Time and Materials services in the amount of \$20,800.00**. The additional services for Task 3 will be performed as **Lump Sum in the amount of \$114,360.00**. This will result in a **Total Change Order Amount of \$161,360.00**. Please refer to the attached tables and sub-consultant scope in **Exhibit A** and **Exhibit B** for a detailed breakdown of the associated fees.

By including this additional scope and costs into the overall project, the lump sum work total increased to a total amount of \$114,360.00 and the total hourly not-to-exceed costs increased to a total of \$106,000.00. Therefore, the overall total amount for this phase of work is \$220,360.00. The original detailed description of scope of services as provided in the CPH Proposal dated August 2023 still applies to the level of work to be performed.

SCOPE OF SERVICES

TASK 1 – Post Design Engineering Services (Time & Material: NTE)

1. CPH will continue to provide value engineering services.
2. CPH will provide 75% drawings and specifications for CMAR pricing based on VE decisions and feedback from City and CMAR.
3. CPH will review 75% CMAR estimate and provide feedback to City.
4. CPH will continue to provide grant coordination assistance.
5. General coordination efforts throughout CMAR Phase 1 Early Work package.

TASK 2 – Permit Compliance (Time & Material: NTE)

1. CPH will provide Consent Order Plan.
2. CPH will submit FDEP Permit Modification.

TASK 3 – Value Engineering Design (Lump Sum)

1. CPH will prepare Contract drawings and specifications for the combined Operations Building and Electrical Building No. 1.
2. CPH will contract subconsultants to provide electrical and geotechnical design revisions for the combined Operations Building, Electrical Building No. 1, pond modifications, and generator relocation.



Please refer to the attached Scope of Services, tables and sub-consultant scopes for a detailed breakdown of project fees. CPH, Inc. appreciates this opportunity to provide our services to the City of Bunnell. If you have any questions, or if you need additional information, please do not hesitate to call.


Sincerely,

Carlin Gonzalez

Carlin Gonzalez, P.E.
Project Manager | **CPH, LLC**

Exhibit A

Budget Detail

Extra Work Authorization (EWA)		EWA#: 1	
CPH Project #: B19704.4		Base Contract Date: 9/25/2023	
Project Name: <u>Bunnell WWTF BNR Improvements</u>		Base Contract Fee Amount: \$59,000.00	
Client: Mr./Ms.: <u>Mr. Dustin Vost</u>		Current Contract Date: 9/25/2023	
<u>City of Bunnell</u>		Current Contract Fee Amount: \$59,000.00	
<u>604 E Moody Blvd</u>		Proposed Fee for Extra Work: \$161,360.00	
<u>Bunnell, FL 32110</u>		Contract Fee Amount with this EWA: \$220,360.00	

All terms and conditions of the BASE CONTRACT, with all approved amendments to date, shall be applicable to this Extra Work Authorization, except that Professional Services hourly rates are updated to reflect periodic adjustments to CPH's published rate, if so marked below. Approval of this Extra Work Authorization will amend the scope of services, and professional fees.

The following: Increased Scope of Service Additional Service, is proposed for Client's approval:

<u>SCOPE DESCRIPTION</u>	<u>PROPOSED FEE ADJUSTMENT</u> (IF ANY)
1. Additional Services	Total: \$ 161,360.00
<u>Time and Material Fee</u>	
<u>Task 1:</u>	Task 1: \$ 26,200.00
• Continued VE Review and submittal of 75% Design and Specs for CMAR pricing	\$ 15,800.00
• Additional grant coordination assistance	\$ 10,400.00
<u>Task 2:</u>	Task 2: \$ 20,800.00
• Consent Order Plan and submittal	\$ 10,400.00
• FDEP Permit Modification	\$ 10,400.00
<u>Lump Sum Fee</u>	
<u>Task 3:</u>	Task 3: \$ 114,360.00
• VE - Electrical System Redesign (subconsultant- Bailey Engineering Consultants)	\$ 42,000.00
• VE - Consolidation and Redesign of Operations Building/Electrical Building (CPH Arch, MEP, Structural)	\$ 67,300.00
• VE - Geotechnical Analysis for Operations Building Relocation (subconsultant- Bechtol Engineering)	\$ 5,060.00

Revised Professional Service Rates are Attached.

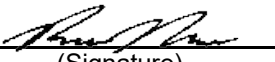
Proposed by:		Approved:		
Rocco Nasso, P.E.		11-13-23		
CPH Project Manager	(Signature)	Date	Client	Signature
				Date

Exhibit B

Subconsultant Proposal(s)

- Bailey Engineering Consultants
- Bechtol Engineering

October 18, 2023



Mr. Rocco R. Nasso, P.E.
CPH, LLC
500 West Fulton Street
Sanford, Florida 32771

Re: Bunnell Wastewater Treatment Facility Expansion Additional Services
Bunnell, FL

Dear Mr Nasso:

We are pleased to submit our proposal for additional electrical design engineering services for the above project. The following serves to provide an overview of the engineering services Bailey Engineering Consultants, Inc. (BEC) intends to furnish on the above referenced project to CPH, LLC. (CPH). Our scope of work will include the following:

Our scope of work shall include the following:

A. Re Design

1. Electrical redesign to provide 2 electrical buildings.
2. Instrumentation network design to provide 2 electrical buildings.
3. Operations building re design to integrate the Operations, electrical building no. 2 and the maintenance building into a single structure.

B. Deliverables:

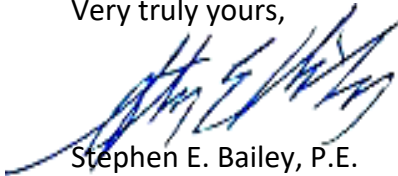
- 90% Deliverable – 90 Drawings, Specifications and Opinion of Probable Costs. Suitable for developing GMP Pricing.
 - 100% Deliverable – 100% Drawings, Specifications and Opinion of Probable Costs.
1. BEC shall submit one (1) electronic copy in Autocad V. 2021 and one (1) electronic copy in .pdf format. All reproduction shall be completed by others.

- 2. BEC shall submit one (1) electronic copy in MS Word format and one (1) electronic copy in .pdf format. All reproduction shall be completed by others.

Compensation for all services, materials, supplies, and any other items or requirements necessary to complete the work defined in this Task Assignment will be based upon a Lump Sum Amount of \$42,000.00 and shall be billed monthly. At no time shall work fees exceed said amount of compensation without a written and executed amendment. Our scope of work shall be as outlined above. Services not specifically outlined above are excluded.

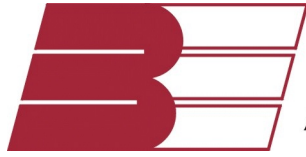
SUPPLEMENTAL SERVICES - Any work requested by the CPH that is not included in one of the items listed in any other phase will be classified as supplemental services.

Very truly yours,



Stephen E. Bailey, P.E.

ACCEPTED _____ DATE _____



BECHTOL ENGINEERING AND TESTING, inc.

October 27, 2023
BET Project No. G23323

TO: Mr. Rocco Nasso, P.E.
CPH, Inc.
500 Fulton Street
Sanford, Florida 32771

RE: Fee Proposal/Subcontract AGREEMENT - Geotechnical Services
Bunnell Waste Water Treatment Facility
200 Tolman St
Bunnell, Flagler County, Florida

Dear Mr. Nasso:

As requested, Bechtol Engineering and Testing, Inc. (BET) is pleased to submit a Fee Proposal to provide geotechnical services at the above referenced site. The purpose of BET's services would be to evaluate physical and strength characteristics of subsurface materials encountered by test boring adjacent to the probable construction area of a new +/- 3,000 sf building, in addition to a series of muck probes within the existing stormwater retention pond (proposed building footprint) at the above referenced site, and based on these characteristics, to render opinions as to the overall site subsurface conditions and the material's potential reaction to proposed construction activities and to determine the thicknesses and consistencies of pond bottom sediments. Based on the results of field and laboratory studies, BET will issue a geotechnical report summarizing their findings and evaluations, and providing earthwork and foundation related recommendations.

BET's proposed scope of services and associated fees are outlined on the attached Technical Plan and Cost Estimate. If the outlined scope of services, fees, and payment terms meet with your approval, please execute the Technical Plan and Cost Estimate and return to BET's office via mail, e-mail or FAX.

BET appreciates the opportunity to submit this proposal and looks forward to working with you in the very near future. If you should have any questions, or whenever BET may be of service, please do not hesitate to call.

Respectfully,

Bechtol Engineering and Testing, Inc.

Israel De La Rosa

Israel De La Rosa, E.I.

Project Engineer

N:\documents\AA GEO DOCS 2007-Present\Geo 2023\G23323 Geotechnical Proposal.wpd

TECHNICAL PLAN AND COST ESTIMATE - GEOTECHNICAL SERVICES

TO: Mr. Rocco Nasso, P.E. CPH, Inc. 500 Fulton Street Sanford, Florida 32771	RE: Bunnell Waste Water Treatment Facility 200 Tolman St Bunnell, Flagler County, Florida BET Project Number: G23323
----------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------

ITEM	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
1.0 FIELD SERVICES				
1.1 Boring Layout, Utility Locates, and Drilling Coordination	hour	4	\$85.00	\$340.00
1.2 Mobilization of Crew and Equipment: 5500 Truck-Mounted Drill Rig & Support Truck	site	1	650.00	650.00
1.3 Mobilization of Men and Equipment: Boat & Crew	site	1	400.00	400.00
1.4 Standard Penetration Test (SPT) Borings: 1 @ 30'	lineal foot	30	18.00	540.00
1.5 Auger Borings: - -	lineal foot	0	16.00	0.00
1.6 Muck Probe Survey	hour	4	250.00	1000.00
Subtotal - Field Services				\$2,930.00
2.0 LABORATORY SERVICES				
2.1 Stratification and Visual Classification of Soil Samples	hour	2	\$85.00	\$170.00
Subtotal - Laboratory Services				\$170.00
3.0 ENGINEERING AND TECHNICAL SERVICES				
3.1 Principal Geotechnical Engineer	hour	2	\$200.00	\$400.00
3.2 Senior Project Engineer	hour	8	135.00	1080.00
3.3 Senior Engineering Designer	hour	4	90.00	360.00
3.4 Clerical Services	hour	2	60.00	120.00
Subtotal - Engineering and Technical Services				\$1,960.00
TOTAL ESTIMATED FEE:				\$5,060.00

SUBMITTED BY: Israel De La Rosa, E.I. Date: 10/27/2023 Project Engineer	APPROVED BY: _____ Date: _____
----------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------

The above quantities are estimated based on past experiences on similar projects. If additional services are deemed necessary during drilling and/or engineering evaluation, additional services will be billed at the unit prices listed. Signer hereby accepts all general terms and conditions on reverse side of this agreement, and warrants their full authority to bind CLIENT. The above proposal is valid for 60 days from the date of the proposal.



GENERAL TERMS AND CONDITIONS

PAYMENT TERMS:

Payment is due upon receipt of our invoice. If payment is not received within 30 days from the invoice date, the client agrees to pay a finance charge on the principal amount of the past due account of one and one half percent per month or the maximum amount allowed by law. In the event 1.5% per month exceeds the maximum allowable by law, the charge shall automatically be reduced to the maximum allowable by law. In the event the client should request termination of services prior to completion, the laboratory shall be paid in full for all services performed through the termination date and the client shall be provided with a complete report of the results of testing analysis conducted prior to termination. Client agrees to pay Bechtol Engineering and Testing, inc. all costs and expenses of collection, suit, or other legal action, including a reasonable attorney's fee and shall also pay costs, expenses and attorney's fee incurred on appeal or any administrative proceedings. Further, client agrees that the venue on any action hereunder shall be in Volusia County, Florida.

STANDARD OF CARE:

The only warranty or guarantee made by Bechtol Engineering and Testing, inc. in connection with the services performed hereunder, is that we will use the degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality of the project site. No other warranty expressed or implied is made or intended by our proposal for consulting services or by our furnishing oral or written reports.

LIMITATION OF PROFESSIONAL LIABILITY:

Client recognizes that actual conditions may vary from those encountered at the location where borings, surveys, or explorations are made by us and that our data, interpretations and recommendations are based solely on the information available to the client. We will be responsible for those data, interpretations and recommendations, but shall not be responsible for the interpretation by others of the information developed. Should we or any of our professional employees be found to have been negligent in the performance of professional services or to have made and breached any expressed or implied warranty, the client agrees that the maximum aggregate amount of our liability and/or that of said professional employees shall be limited to the amount of the fee paid us for professional services.

RIGHT OF ENTRY:

The client agrees to issue authorization providing free access for the laboratory to the project site and to all shops and yards where materials are prepared or stored. While we take all reasonable precautions to minimize damage to the property, it is understood by client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

UTILITIES:

In the prosecution of the work, we will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The owner agrees to hold us harmless for any damage to subterranean structures which are not called to our attention and correctly shown on the plans furnished.

SAMPLING OR TESTING LOCATION:

The fees included in this proposal do not include costs associated with the surveying of the site or accurate horizontal and vertical locations of tests, field tests or boring locations described in the laboratory's report, shown on sketches, based on specific information furnished by others or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximate unless otherwise stated in the report.

SAMPLE DISPOSAL AGREEMENT:

Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and drilling samples or other specimens will be disposed of 60 days after submission of our report. Upon written request, Bechtol Engineering and Testing, inc. will retain test specimens or drilling samples for a mutually acceptable storage charge and period of time.

OWNERSHIP AND RETENTION OF DOCUMENTS:

All documents including, but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates prepared by Bechtol Engineering and Testing, inc. as instruments of service pursuant to this agreement, shall be the sole property of Bechtol Engineering and Testing, inc. The client agrees that all documents of any nature, furnished to the client or client's agents or designs designees, if not paid for, will be returned upon demand and will not be used by the client for any purpose whatsoever. At the request and expense of the client, Bechtol Engineering and Testing, inc. will provide the client with copies of documents created in the performance of the work for a period not exceeding five (5) years, following the submission of the report contemplated by this agreement. Bechtol Engineering and Testing, inc. will consider all reports to be confidential and distribute reports only to those persons, organizations or agencies specifically designated, in writing, by the client or his/her authorized representative.

SAFETY:

The client agrees that, in accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for all working conditions on the job site, including the safety of all persons and property during the performance of the work and in compliance with OSHA regulations and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the Contractor's procedures or methods conducted by Bechtol Engineering and Testing, inc. is not intended to include a review of the adequacy of the Contractor's safety measures in, on, or adjacent to the construction site.

RESPONSIBILITIES:

It is agreed that Bechtol Engineering and Testing, inc. will not assume the liability for the Contractor's means, methods, techniques, sequences or procedures of construction and it is understood that field services provided by the laboratory will not relieve the Contractor of his responsibilities for performing the work in accordance with the plans and specifications. The words supervision, inspection or control are used to mean a periodic observation of the work and the conducting of tests by the laboratory to verify substantial compliance with the plans, specifications and design concepts. Continuous inspection by our employees does not mean that the laboratory is observing the placement of all materials. Full-time inspection means that an employee of the company has been assigned for eight (8) hour days during regular business hours. The laboratory, by the performance of its services covered hereunder, does not in any way assume, abridge, or abrogate any of those duties, responsibilities or authorities with regard to the project, customarily vested in the project architects, design engineers or other design agencies or authorities. The laboratory is not authorized to revoke or to relax, enlarge or release any requirements of the project specifications or other contract documents, nor to approve or accept any portion of the work, unless specifically authorized in writing, by the client or his authorized representative. The laboratory shall not have the right of rejection or the right to stop work, except for such periods as may be required to conduct the sampling, testing or inspection of operations covered by the agreement.

CHANGES:

If the laboratory is required to modify the scope of work as described hereunder at the request of the client or if the laboratory determines during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope and the associated fees.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS:

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Engineer and client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify client as soon as practically possible should unanticipated hazardous materials be encountered. Client waives any claim against engineer, and agrees to indemnify, defend and hold engineer harmless from any claim or liability for injury or loss arising from engineer's encountering of unanticipated hazardous materials or suspected hazardous materials.



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 11/30/2023 Amount: 7,162.68
Department: IT Account #: Various
Subject: Approval of Copier Lease
Agenda Section: Consent Agenda:
Goal/Priority: Technology

ATTACHMENTS:

Description	Type
Proposed Lease/Agreement	Contract

Summary/Highlights:

The lease on 2 of our copiers are coming to term. This renewal will replace 3 existing machines, and roll the lease into 1 payment. This also updates and lowers the maintenance costs on the machines in our inventory.

Background:

The existing lease agreements for 2 of our copiers, and the maintenance contract on others are coming to term. The vendor is proposing replacing 3 of our existing copiers, either because of the volume of copies they have produced, or because of their age. The attached lease agreement rolls these 3 new machines into 1 lease payment which Finance will distribute across the impacted departments. It also lowers the maintenance costs for the equipment to be covered.

The equipment currently under lease will be paid off and ownership transferred to the City.

Staff Recommendation:

Staff recommends approval.

City Attorney Review:

Finance Department Review/Recommendation:

Recommend Approval.

City Manager Review/Recommendation:

Approved for agenda



Company Information

City of Bunnell

Bill To Address

201 W. Moody Blvd
P.O. Box 756
Bunnell, FL 32110

Contacts

Dex Imaging Sales Representative

Name: Kent Zweifel
Phone: (386) 589-1193
Email: kent.zweifel@deximaging.com

A/P Contact

Name: Donnie Wines
Phone: (386) 437-7425
Fax:
Email: dwines@bunnellcity.us

INSTALLATION for City of Bunnell

Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-71649



Sales Order / Service Agreement

Equipment Delivery Location

City of Bunnell 1769 E. Moody Blvd #14 Bunnell, FL 32110	Equip. Contact: Donnie Wines Phone:(386) 437-7425 Email:dwines@bunnellcity.us
----------------------------------------------------------------	-------------------------------------------------------------------------------------

Printer (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$28.00	4000	0.0070	\$0.00	0	0.0550
Yes	1	Kyocera Mita TASKalfa 3253ci A3 32ppm Color MFP Copier						
Yes	1	Digital QC 120/15 Surge Protector						
Yes	1	DP-7110 270 Sheet Dual Scan Doc Processor						
Yes	1	Copier Cabinet Stand -2-series and 3-series-						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Deliver 1 machine and pick up 1 machine.

Add machine ID's the master service contract.

ID's 211926, 211764, 173662, 512246



Sales Order / Service Agreement

Equipment Delivery Location

City of Bunnell
 604 E Moody Blvd #5
 Bunnell, FL 32110

Equip. Contact: Donnie Wines
 Phone:(386) 437-7425
 Email:dwines@bunnellcity.us

Printer (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0070	\$0.00	0	0.0550
Yes	1	Kyocera ECOSYS M6630cidn A4 32ppm Color MFP						
Yes	1	110V/15 AMP Network Surge Protector						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Deliver 1 machine and pick up 1 machine and move it to 200 Tolman St Bunnell FL 32110
Add machine ID's the master service contract.
ID's 211926. 211764. 173662. 512246



Sales Order / Service Agreement

Equipment Delivery Location

City of Bunnell 604 E. Moody Blvd Suite 6 Bunnell, FL 32110	Equip. Contact: Donnie Wines Phone:(386) 437-7425 Email:dwines@bunnellcity.us
-------------------------------------------------------------------	-------------------------------------------------------------------------------------

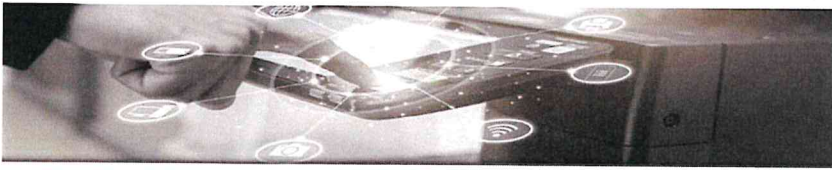
Printer (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0070	\$0.00	0	0.0550
Yes	1	Kyocera Mita TASKalfa 3253ci A3 32ppm Color MFP Copier						
Yes	1	PF-7100 Dual 500 Sheet Ppr Trays						
Yes	1	Kyocera Fax System 12						
Yes	1	DP-7110 270 Sheet Dual Scan Doc Processor						
Yes	1	DF-7120 1,000 Sheet Fnshr						
Yes	1	AK-7110 Attachment Kit						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: Deliver 1 machine and pick up 1 machine. Add machine ID's the master service contract. ID's 211926, 211764, 173662, 512246



MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

Connectivity Support Agreement Details:

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

Example of Support Functions Covered Under this Contract:

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

Accept MFD CSA for ALL machines under DEX ESP: No

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

Address: P.O. Box 756

City: Bunnell	State: FL	Zip: 32110
Phone Number: (386) 437-7425	Email: dwines@bunnellcity.us	
Name:		Title:
Signature:		Date:



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

DEX Industry Best

Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 63 months, following date of first invoice. It shall be automatically renewed for successive one year periods

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 12% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$125.00. If DEX IMAGING, LLC Patrol WiFi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

CONTRACT TYPES

COPIER – Service and Supplies

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC.

Special Instructions

Dex Imaging to payoff 2 current lease with Wells Fargo and pass ownership of the equipment to the customer.
Dex is adding .00085 to the customers service contract so they pay nothing for shipping.
Pricing reflects State of Florida 44000000-NASPO-19-ACS contract.
Dex to cancel service contracts
DX42108-01, DX54548-01, DX14827-06
Dex to relocate machine ID 512246 to WWTP

DEX Imaging, LLC Sales Associate

Name: Kent Zweifel

Date: 11/28/2023

Approvals

I have read and agree to all terms and conditions contained in this 8 page document.

DEX Imaging, LLC.

City of Bunnell

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

Non-Appropriation Addendum

Title of lease, rental or other agreement: Lease Agreement (the "Agreement")

Lessee/Renter/Customer: BUNNELL, CITY OF ("Customer")

Lessor/Lender/Owner: Dex Imaging, LLC ("Company")

This Addendum (this "Addendum") is entered into by and between Customer and Company. This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder, (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): BUNNELL, CITY OF		Company (identified above): Dex Imaging, LLC	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
Agreement Number:			
Master Agreement Number (if applicable):			

MASTER AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: City of Bunnell

FEDERAL TAX ID #:

ADDRESS: P.O. Box 756

Bunnell FL 32110

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

EQUIPMENT LOCATION: See Schedule A

TERM IN MONTHS: 63

MONTHLY PAYMENT AMOUNT*: \$596.89

(*PLUS TAX)

SECURITY DEPOSIT:

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION - IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("WE", "US", "OUR")

Dex Imaging, LLC

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

ADDITIONAL TERMS AND CONDITIONS

- 1. AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.
- 2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**
- 3. EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.
- 4. SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.
- 5. SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.
- 6. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
- 7. ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.
- 8. LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.
- 9. INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.
- 10. OWNERSHIP/TAXES.** Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.
- 11. END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.
- 12. DEFAULT/REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.
- 13. UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.
- 14. LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.
- 15. MISCELLANEOUS.** All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.



DEX SCHEDULE A

Customer Name: City of Bunnell
 Street Address: P.O. Box 756
 City / State / Zip: Bunnell FL 32110

Agreement No.
 Contact Name: Donnie Wines
 Phone #: (386) 437-7425

Addendum A

Special Instructions:

<u>Line #</u>	<u>Model</u>	<u>Asset #</u>	<u>Serial Number</u>	<u>Start Meter</u>	<u>End Meter</u>	<u>Meter Group</u>	<u>A3/A4</u>	<u>Vicinity</u>	<u>Address</u>	<u>Cost Center</u>
	Kyocera Mita TASKalfa 3253ci A3 32ppm Color MFP Copier								1769 E. Moody Blvd #14 Bunnell, FL 32110	
	Kyocera ECOSYS M6630cidn A4 32ppm Color MFP								604 E Moody Blvd #5 Bunnell, FL 32110	
	Kyocera Mita TASKalfa 3253ci A3 32ppm Color MFP Copier								604 E. Moody Blvd Suite 6 Bunnell, FL 32110	

Customer Signature: _____

Print Name and Title: _____

Date: _____



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 10/24/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-22 Requesting the Voluntary Contraction of the City's
Boundary for 5.0+/- acres of property, located at 2271 County Road 304. -
First Reading
Agenda Section: Ordinances: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Ordinance 2023-22	Ordinance
Contraction Feasibility Study	Exhibit
Business Impact Estimate (Ord. 2023-22)	Exhibit

Summary/Highlights:

This is a request by David and Robin Jones for the voluntary contraction of the City's Municipal Boundaries for 5.0+/- acres of property located north of the intersection between Old Haw Creek Road and County Road 304.

The subject property can be identified by the following Parcel ID number assigned by the Flagler County Property Appraiser's Office:

- 02-13-30-0650-000B0-0011

The notice to the Flagler County Board of County Commissioners was provided on November 20, 2023. The Business Impact Statement was published on the City website on November 20, 2023.

Background:

The applicants, David and Robin Jones, own the subject parcel of land located within the City of Bunnell. The Jones have petitioned the City of Bunnell to de-annex the subject property from its corporate limits under the reason that City services are not provided to this parcel. Under Section 171.052, Florida Statutes, only land that does not meet the criteria for annexation in F.S. 171.043 can be excluded from municipal boundaries. A feasibility study is required to be performed and has been submitted by the applicant. The study found that this property is eligible for de-annexation based on the criteria for municipal contraction set forth in Section 171.052 of the Florida Statutes.

Contrary to the reason of the applicant's request, the only City services not provided to these

parcels are water and sewer. Solid Waste services are available to all properties within the City of Bunnell boundaries, including the property that is the subject of the proposed Ordinance. Community Development services, such as permitting, plan review, inspections, and zoning, are available to this parcel upon application submittals or requests to the Department of Community Development. The Bunnell Police Department is also available for this property should the need ever arise.

The subject property currently borders an enclave, which by definition is any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality. Per. F.S. 171.046(1), the Legislature declares that it is the policy of the state to eliminate enclaves. Exclusion of this property from the City of Bunnell boundaries would further enlarge the current enclave this property borders and thus going against what the state has declared.

Although approving this Ordinance would be beneficial to the applicant as it will be saving them \$2,470.06 in ad valorem taxes, it would be in the best interest of the City as to not create additional enclaves or expand the enclaves that are currently present.

Staff Recommendation:

Deny Ordinance 2023-22 request the voluntary contraction of the City's boundaries for 5.0+/- acres of property. - First Reading.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved for placement on agenda

ORDINANCE 2023-22

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 5.0+/- ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED NORTH OF THE INTERSECTION BETWEEN COUNTY ROAD 304 AND OLD HAW CREEK ROAD, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, David and Robin Jones own the parcel which is the subject of this ordinance, identified by Flagler County Tax Parcel ID Number: 02-13-30-0650-000B0-0011 collectively totaling approximately 5.0+/- acres, such property described in Exhibit A and illustrated in Exhibit B, and incorporated herein by reference is contiguous to the corporate limits of the City of Bunnell; and

WHEREAS, the owners have requested that the City deannex these parcels; and

WHEREAS, these parcels fail to meet all of the criteria of Chapter 171.043, F.S., specifying the character of an area that may be annexed upon the proposal of a municipality; and

WHEREAS, this parcel has not been developed for urban purposes; and

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

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

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

Section 1. Recitals.

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

Section 2. Contraction of Subject Properties.

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

Section 3. City Boundaries Redefined.

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

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

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

Section 4. Repeal of Prior Inconsistent Ordinances and Resolutions.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Ordinance shall take effect immediately upon adoption.

First Reading: approved on this 11th day of December 2023

Second Reading/Final Reading: adopted 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:

Seal:

Kristen Bates, CMC, City Clerk

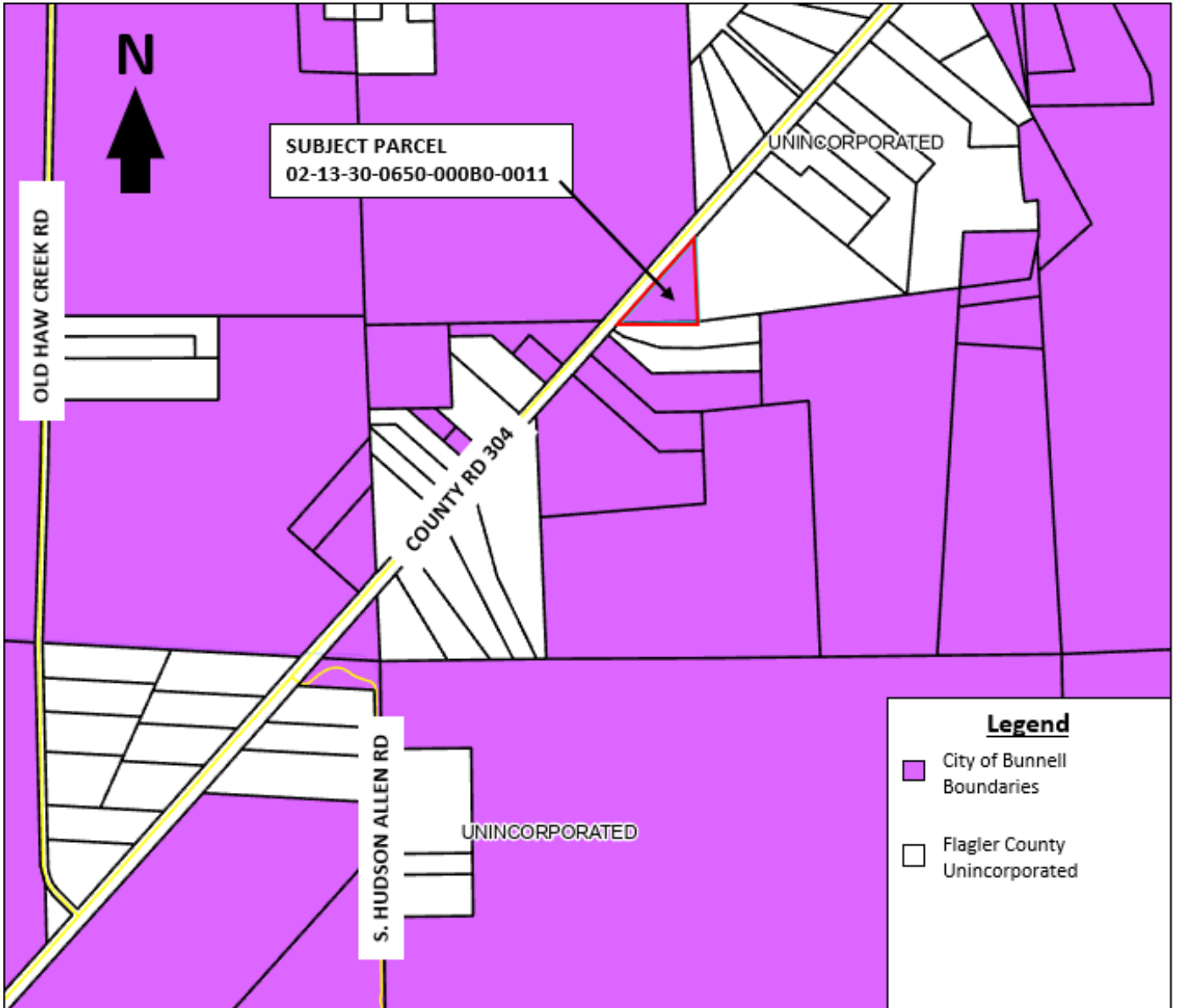
Exhibit "A"
Legal Description

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 13 SOUTH, RANGE 30 EAST, TALLAHASSEE MERIDIAN, BEING THAT PORTION OF THE NORTHWEST QUARTER LYING SOUTHEAST OF COUNTY ROAD 304, FORMERLY KNOWN AS STATE ROAD 304, ALSO BEING A PORTION OF BLOCK 'B', TRACTS 10, 11 AND 12 OF BUNNELL DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 2, TOWNSHIP 13 SOUTH, RANGE 30 EAST AS RECORDED AT PLAT BOOK 1, PAGE 1 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF REFERENCE, FROM THE NORTH $\frac{1}{4}$ SECTION CORNER OF SAID SECTION 2, BEAR S02°53'15"E ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 2, ALSO BEING THE EAST LINE OF SAID BLOCK 'B' A DISTANCE OF 1959.13 FEET TO ITS' INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 304 AND THE POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUE S02°52'15"E ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 2 A DISTANCE OF 697.51 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 2; THENCE BEAR S89°06'24"W ALONG THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$, SAID LINE ALSO BEING THE SOUTH LINE OF BLOCK B, A DISTANCE OF 662.86 FEET TO ITS' INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 304; THENCE BEAR N41°36'27"E ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 945.51 FEET TO ITS' INTERSECTION WITH THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 2, THE EAST LINE OF BLOCK B AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

Exhibit "B"
Contraction Map



To: Bernadette Fisher
Director of Community Development

From: Mark P, Karet, AICP
Director of Planning

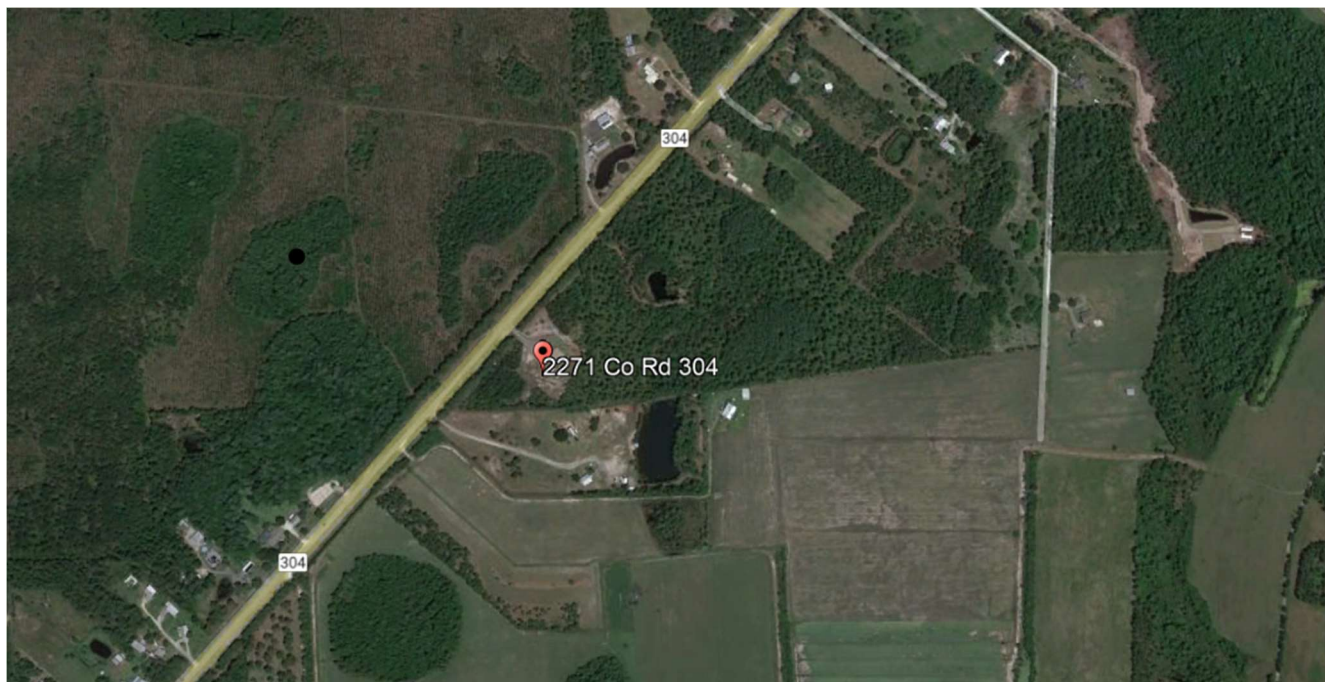
Date: October 23, 2023

Subject: Feasibility Study Proposed Municipal Contraction
Parcel IDs: 02-13-30-0650-000B0-0011
Ownership -- Robin P. and David W. Jones

Background:

Robin and David Jones have commissioned this analysis to accompany their petition to de-annex the subject property from the City of Bunnell. The property is identified as Parcel ID number: 02-13-30-0650-000B0-0011 and is 4.75± acres in size. It is addressed as 2271 County Road 304. The property contains a single-family residence, a detached garage, and a shed. Two people reside on the property.

The area surrounding the subject property is rural. It is a sparsely developed area with a very low population density, well below 100 people per square mile. The land uses in the vicinity are exclusively agricultural activities and rural residential development. See the inset map below which shows the subject property and its rural area surroundings.



While the property has available to it the same general administrative and public safety services available to all properties within Bunnell, it does not receive solid waste collection, potable water, or sanitary sewer services from the City. The nearest City of Bunnell potable water and sanitary sewer services are over 4 miles away from the subject property.

Fiscal Considerations

In 2022, the Joneses paid \$2,470.06 in ad valorem real estate taxes to the City of Bunnell. This figure was about 0.1% of all ad valorem taxes collected in 2022. Upon approval of an ordinance contracting the municipal boundaries for this property, the City will no longer receive future ad valorem tax revenues from this property. The City will also lose “de minimis” amounts of money in electric utility service taxes, franchise fees, local option taxes, state revenue sharing and communications services taxes. These taxes and fees are dependent on use and/or total population. Loss of this revenue will not have an appreciable impact on the City’s fiscal position.

Statutory Analysis

This section analyzes the feasibility of contracting the subject property from the municipal boundaries of the City of Bunnell consistent with *Chapter 171.052, F.S. Criteria for contraction of municipal boundaries*. Chapter 171.052, F.S. states that (1) “Only those areas which do not meet the criteria for annexation in s. 171.043 may be proposed for exclusion by municipal governing bodies...”. Under Chapter 171.043, F.S., areas may be annexed only if lands are: (1) contiguous to the municipality’s boundaries per Chapter 171.043 (1), F.S., and (2) meets the requirements of either Chapter 171.043(2) or Chapter 171.043 (3).

Statutory Criterion:

Criteria: Chapter 171.043(1) requires that the total area to be annexed must be contiguous to the municipality’s boundaries at the time the annexation proceeding is begun and reasonably compact. No part of the area to be annexed shall be included within the boundary of another incorporated municipality.

Findings: The Subject Property meets this criterion for areas to be annexed. It is contiguous to other lands that are incorporated into the City of Bunnell so that a substantial portion of the subject property’s northern boundary is coterminous with the boundary of the City. See the attached aerial location map which shows the subject property in relation to Bunnell’s corporate limits.

Criteria: Chapter 171.043(2) requires that the area to be annexed must be developed for urban purposes which is defined as a developed area that meets any of the following:

- (a) *A total resident population equal to at least two persons for each acre of land; or*
- (b) *A total resident population that equals at least one person for each acre of land and is subdivided into lots and tracts so that at least 60 percent of total number of lots and tracts are 1 acre or less in size; or*
- (c) *Is developed with at least 60 percent of total number of lots and tracts in area at the time of annexation that are used for urban purposes and is subdivided into lots and tracts so that at*

least 60 percent of the total acreage, not counting the acreage used at the time of annexation for nonresidential urban purposes, consists of lots and tracts 5 acres or less in size.

Findings: The proposed contraction area fails to meet “a” and “b” in Chapter 171.043(2) since the Subject Property has a population density of less than 1 person per acre and is not divided into parcels of less than 1 acres in size. It does not “c” even though it is smaller than 5 acres because no part of the subject property is used for urban purposes.

Criteria: Chapter 171.043(3) states that in addition to being developed for urban purpose, an area may be included in the land to be annexed any additional area which does not meet the requirements of subsection (2), if the area either:

- (a) lies between the municipal boundary and an area developed for urban purposes, so that the area developed for urban purposes is either not adjacent to the municipal boundary or cannot be served by the municipality without extending services or water or sewer lines through such sparsely developed area; or*
- (b) is adjacent, on at least 60 percent of its external boundary, to any combination of the municipal boundary and the boundary of an area or areas developed for urban purposes as defined in subsection (2).*

Findings: The proposed contraction area fails to meet Criteria 171.043(3) since the Subject Property does not lie between Bunnell’s municipal boundary and an area developed for urban purposes nor is any part of the subject property adjacent to lands used for urban purposes as defined in Chapter 171.043(2), F.S.

Criteria: Chapter 171.052 states that if area proposed to be excluded does not meet the criteria of s. 171.043, but such exclusion would result in a portion of the municipality becoming noncontiguous with the rest of the municipality, then such exclusion shall not be allowed.

Findings: Contraction of the Subject Property would not separate the City of Bunnell from any of its remaining corporate limits. See the attached location map which depicts the subject property in relation to Bunnell’s municipal boundary. The proposed contraction does not create any noncontiguous areas within the city. The proposed contraction will have no impact on the City’s ability to deliver services to the area.

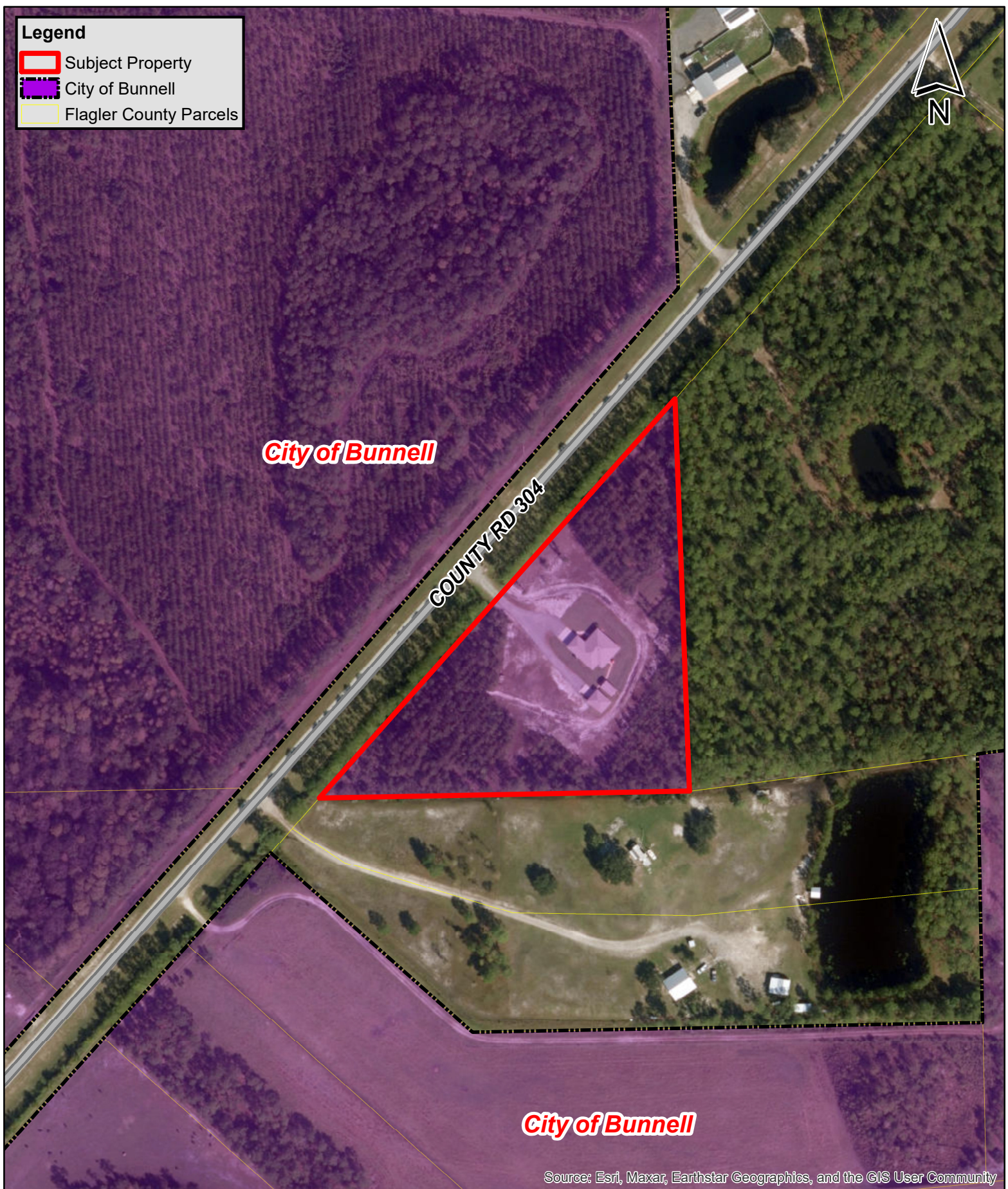
Conclusion:

The proposed contraction of the Subject Property meets the criteria established by Chapter 171.052 F.S. for contraction of municipal boundaries since the subject property fails to meet the criteria for annexation in Section 171.043. The Subject Property fails to meet criteria outlined in Chapter 171.043(2) or Chapter 171.043 (3). Finally, contraction of the Subject Property would not result in the creation of noncontiguous areas within the boundaries of the City.

Excluding the subject property from the corporate limits of the City of Bunnell is feasible based on the findings above. The proposed contraction will have no impact on the City’s provision of services to or connection with any urban area as defined by Florida Statutes.

Legend

- Subject Property
- City of Bunnell
- Flagler County Parcels



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

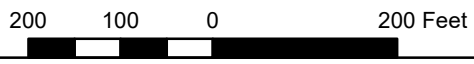
Info: Aerial Map

Created by: eobrien
 Date Saved: 10/23/2023
 Path: Z:\PROJECTS\2023\23261 Jones CR-304 Property (Feasibility Analysis)\Jones Aerial Map.mxd

Jones Property
 PID: 02-13-30-0650-000B0-0011
 Bunnell, Florida

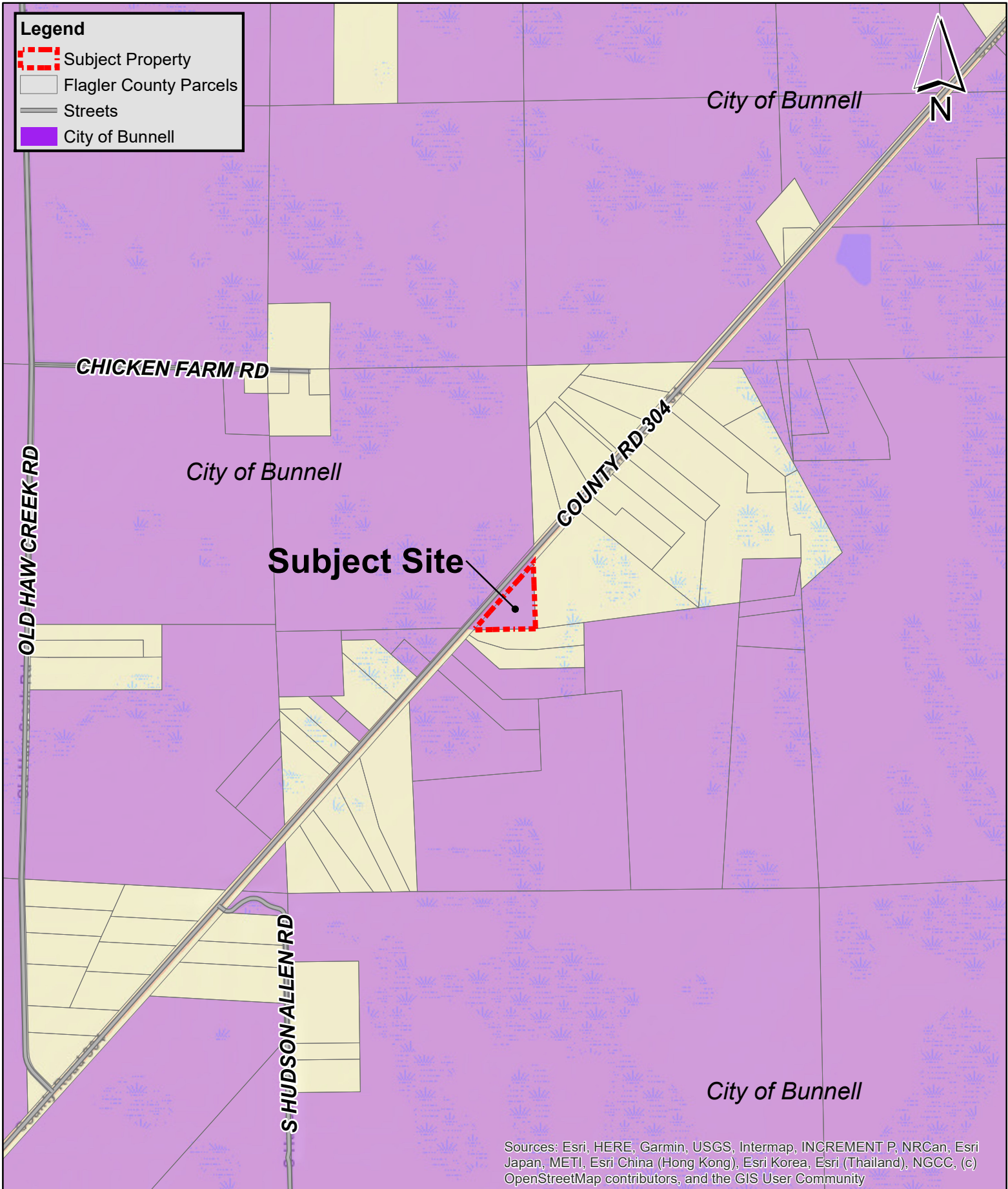


300 Interchange Blvd
 Ormond Beach, FL 32174
 ph 386-677-2482



Legend

-  Subject Property
-  Flagler County Parcels
-  Streets
-  City of Bunnell



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Info: Location Map

Created by: eobrien
 Date Saved: 10/23/2023
 Path: Z:\PROJECTS\2023\23261 Jones CR-304 Property (Feasibility Analysis)\Jones Location Map.mxd

Jones Property
PID: 02-13-30-0650-000B0-0011
Bunnell, Florida



300 Interchange Blvd
Ormond Beach, FL 32174
ph 386-677-2482

750 375 0 750 Feet



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of Bunnell has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of Bunnell may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

ORDINANCE 2023-22

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA FOR THE VOLUNTARY CONTRACTION (DEANNEXATION) OF THE CITY BOUNDARY BY DEANNEXING 5.0+/- ACRES MORE OR LESS OF REAL PROPERTY, GENERALLY LOCATED NORTH OF THE INTERSECTION BETWEEN COUNTY ROAD 304 AND OLD HAW CREEK ROAD, MORE PARTICULARLY AND LEGALLY DESCRIBED ON EXHIBIT A, ATTACHED HERETO AND FULLY INCORPORATED HEREIN BY THIS REFERENCE; PROVIDING FOR THE AMENDMENT OF CITY BOUNDARIES TO CONTRACT THE SUBJECT PROPERTIES FROM THE CITY BOUNDARIES; PROVIDING FOR REPEAL OF PRIOR INCONSISTENT ORDINANCES AND RESOLUTIONS, SEVERABILITY, AND AN EFFECTIVE DATE.

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of Bunnell hereby publishes the following information:

1. **A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

The proposed Ordinance is a request from an applicant to voluntarily deannex from the City of Bunnell boundaries.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) **An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

- (b) **Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:**

- (c) **An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:**

3. **A good faith estimate of the number of businesses likely to be impacted by the ordinance:**

4. **Additional information the governing body determines may be useful (if any):**

Note: *The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.*



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 11/8/2023 Amount:
Department: Community Development Account #:
Subject: Request Approval of Administrative Order 2023-02 for the Allen Lands Rural Subdivision II.
Agenda Section: New Business:

ATTACHMENTS:

Description	Type
Admin. Order 2023-02 Allen Lands Rural Subdivision II	Exhibit

Summary/Highlights:

The proposed request entails the subdividing of a 268.35+/- acre parcel into three parcels: an 8.7+/- acre parcel, a 5+/- acre parcel, and the remaining 254.65+/- acres from the existing 268.35+/- acre parcel for the purposes of creating a rural subdivision.

The advertisement for this item ran in the November 30, 2023 edition of the Palm Coast Observer.

Background:

On behalf of the owners, Allen Lands LLC of Parcel Number 26-12-29-0000-01010-0000, represented by Penny Buckles, requests approval of a subdivision of the subject parcel into three (3) separate parcels. The parcel to be subdivided is located at the intersection of County Road 75 and County Road 90 E. The proposed parcels are approximately 2,972 feet from this intersection. The two parcels to be split from the existing parcel will both have direct access to CR 90 E.

The Future Land Use designation of the subject parcel is AG&S (Agriculture and Silviculture) which supports residential uses but does not intend for larger development. Due to the location and zoning of the subject parcel, the subdivision would be considered a rural subdivision as described in FLU Policy 16 of the 2035 Comprehensive Plan, which highlights accommodating low-density residential that entails a maximum density of one dwelling unit per five acres. In concert with the FLU Policy 16, section 30-3 of the City of Bunnell, Land Development Code gives a more detailed explanation. Specifically, the intent stated in this referenced section of the Code, acknowledges the findings of fact that the majority of the City's land base is rural in nature, which therefore, will offer supporting agricultural and silviculture uses with rural subdivision in approved locations. Thus, residential uses would be viable use of the parcels to be split as well as agricultural and silvicultural uses.

The request to subdivide the subject parcel into 3 lots, 2 of the lots being 8.7+/- acres and 5+/- acres respectively, and the third lot being the remaining acreage of the existing parcel, meets the intent that is sought to create and enhance residential areas where agricultural use compatible with a residential use is desired. In this regard, the request is consistent with the zoning district as the rural subdivision criteria entails each parcel is adhering to the minimum parcel size of five acres or greater.

This proposed rural subdivision meets the rural subdivision criteria listed in Sections 30-9 and 34-190 of the Land Development Code.

Staff Recommendation:

Approve Administrative Order 2023-02 for the Allen Lands Rural Subdivision II.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved for agenda

**CITY OF BUNNELL, FLORIDA
CITY COMMISSION
ADMINISTRATIVE ORDER 2023-02**

AN ORDER OF THE CITY OF BUNNELL, FLORIDA CITY COMMISSION APPROVING THE MINOR RURAL SUBDIVISION REPLAT APPLICATION NO. RSD 2023-01, ALLEN LANDS RURAL SUBDIVISION II, A REPLAT OF LOT BLOCK 3, TRACT 1-2, PARCEL NO. 26-12-29-0000-01010-0000 OF ST. JOHNS DEVELOPMENT COMPANY SUBDIVISION TO LEGALLY SUBDIVIDE THE LOT INTO THREE SEPARATE PARCELS FOR THE ALLEN LANDS RURAL SUBDIVISION II; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Allen Lands Limited Liability Corporation (hereinafter the “Owner”) owns certain real property assigned Tax Parcel Identification Number 26-12-29-0000-01010-0000 (hereinafter “Property”); and

WHEREAS, the above-described real property will be split into 3 lots: one 8.7+/- acres, one 5+/- acres, and the remaining acreage of the existing parcel with all 3 parcels having access from the unimproved County Road 90 East; and

WHEREAS, the Owner has given Penny Buckles (hereinafter the “Applicant”), authorization to act on behalf of the Owner for the submittal of a certain minor rural subdivision replat application; and

WHEREAS, the Applicant has submitted a Minor Rural Subdivision Replat Application No. RSD 2023-01, which is comprised of signed and sealed surveys for the Minor Rural Subdivision Replat, prepared by Stephenson, Wilcox & Associates Incorporation, initially submitted on August 8th, 2023 and resubmitted again on September 15th, 2023; and

WHEREAS, the Applicant seeks to legally subdivide the Property into four separate lots; and

WHEREAS, the Minor Rural Subdivision would result in the creation of 3 new lots 1,2, and 3 of a new subdivision, Allen Lands Rural Subdivision II; and

WHEREAS, the Property is Zoned AG&S (Agricultural and Silviculture District); and

WHEREAS, the City’s Planning, Zoning and Appeals Board held a public hearing on November 7th, 2023, and considered the evidence and testimony relating to the proposed Minor Rural Subdivision provided by City Staff and public comment regarding the subject subdivision; and

WHEREAS, the City’s Planning, Zoning and Appeals Board found that the proposed Minor Rural Subdivision is consistent with the City of Bunnell Rural Subdivision Regulations and forwarded the Minor Rural Subdivision to the City Commission for consideration; and

WHEREAS, on December 11th, 2023, the City Commission conducted a duly noticed public hearing on the proposed Minor Rural Subdivision and staff presented conclusions and findings of fact:

1. The proposed Minor Rural Subdivision complies with the Rural Subdivision specifications and design standards of the City Rural Subdivision Regulations (Section 34-190).
2. The Minor Rural Subdivision is in conformance with the City’s Rural Subdivision Regulations (Section 34-190), the Land Development Code (Chapter 34), and all other applicable City Code requirements, including development of the land designed to preserve the unique rural character of the City and enacted in order to protect, promote, and improve the public health, safety, comfort, order, appearance, convenience, morals, and general welfare of the people.
3. The Minor Rural Subdivision is in conformance with City policy in respect to sufficiency of ownership, guarantees for completion of all required improvements, and if private, the guarantees for continued maintenance.
4. The three lots comply with the minimum lot width, depth, and area requirements for their respective zoning district, AG&S.
5. The road access meets all of the minimum requirements, as required by the City Rural Subdivision Regulations.
6. The proposed subdivision use, and density are consistent with the Future Land Use as identified within the Future Land Use Element of the City’s Comprehensive Plan.
7. All procedural and substantive requirements of the City Code regarding the subdivision application have been satisfied.

NOW THEREFORE, the City of Bunnell, Florida hereby authorizes the Minor Rural Subdivision as represented in the attached Exhibit “B” incorporated herein by reference and directs that this Administrative Order be recorded in the public records of Flagler County and shall run with the real property described as generally depicted in Exhibit “A” attached hereto and incorporated herein by reference, to serve as a covenant and restriction on the property.

IF THIS ADMINISTRATIVE ORDER IS NOT RECORDED WITHIN A YEAR OF THE DATE OF APPROVAL, THEN IT SHALL BECOME NULL AND VOID.

ANY FURTHER DIVISION OF THIS LAND OTHER THAN WHAT IS AUTHORIZED BY THIS ADMINISTRATIVE ORDER MUST ABIDE BY THE REQUIREMENTS FOR A SUBDIVISION OF LAND AS DEFINED BY THE CITY LAND DEVELOPMENT REGULATIONS AND FLORIDA STATUTES.

Section 1.

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

Section 2.

The Minor Rural Subdivision application for a three-lot subdivision, Allen Lands Rural Subdivision II, located approximately 3130 feet west of the intersection of County Road 75 and County Road 90 East, recognized currently as Parcel Identification No. 26-12-29-0000-01010-0000 is hereby approved.

Section 3.

The applicant shall submit the original and one copy of the approved Minor Rural Subdivision within thirty (30) days of recording and the applicant shall provide the City with the costs of processing and advertising the request.

Section 4.

This Minor Rural Subdivision Administrative Order shall become effective immediately upon adoption.

ORDERED at a meeting of the City Commission of the City of Bunnell, Florida on the 11th day of December, 2023.

This proposed Minor Rural Subdivision is approved by:

Catherine D. Robinson, Mayor

Approved for form and content by:

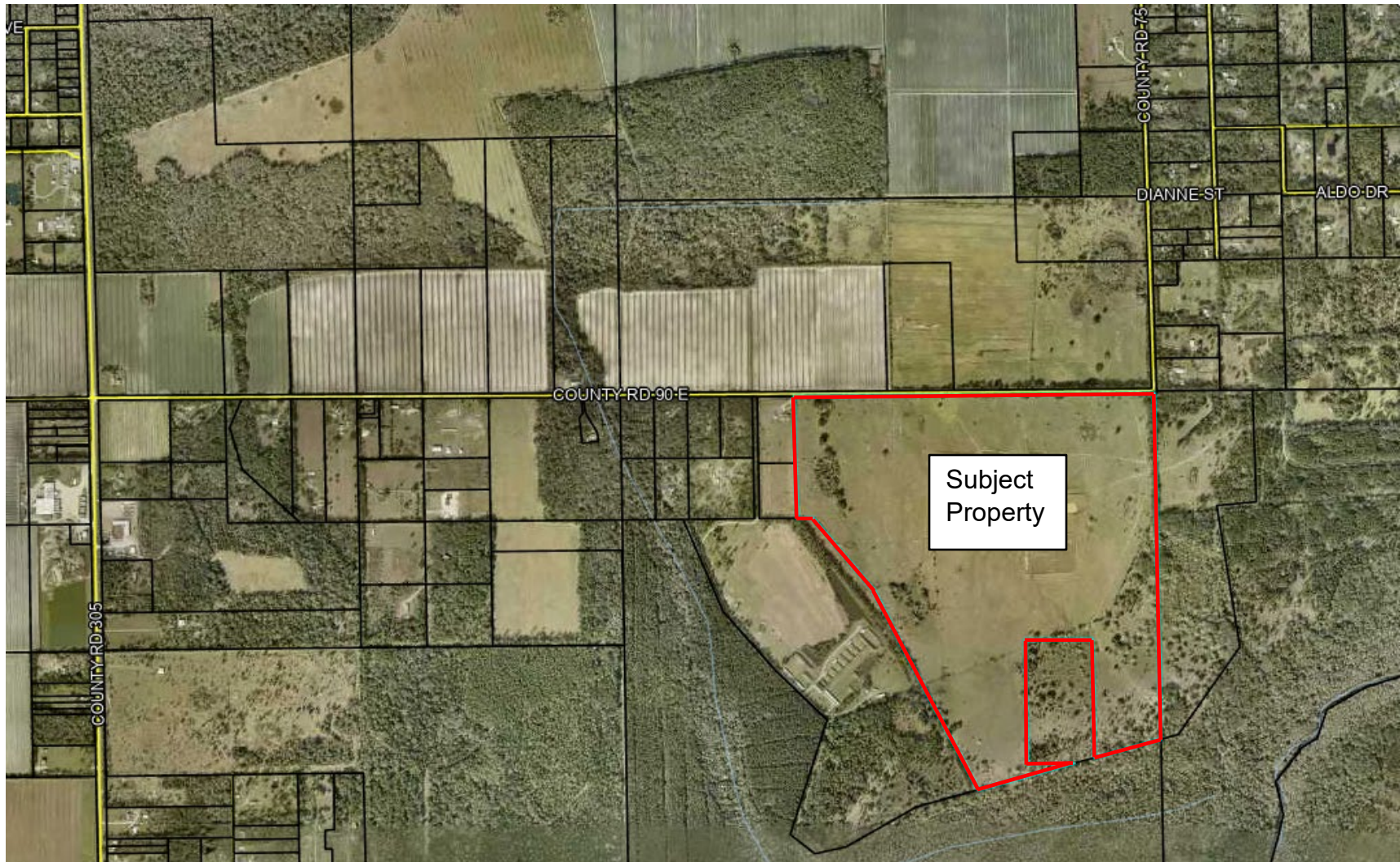
Vose Law Firm, City Attorney

Attest:

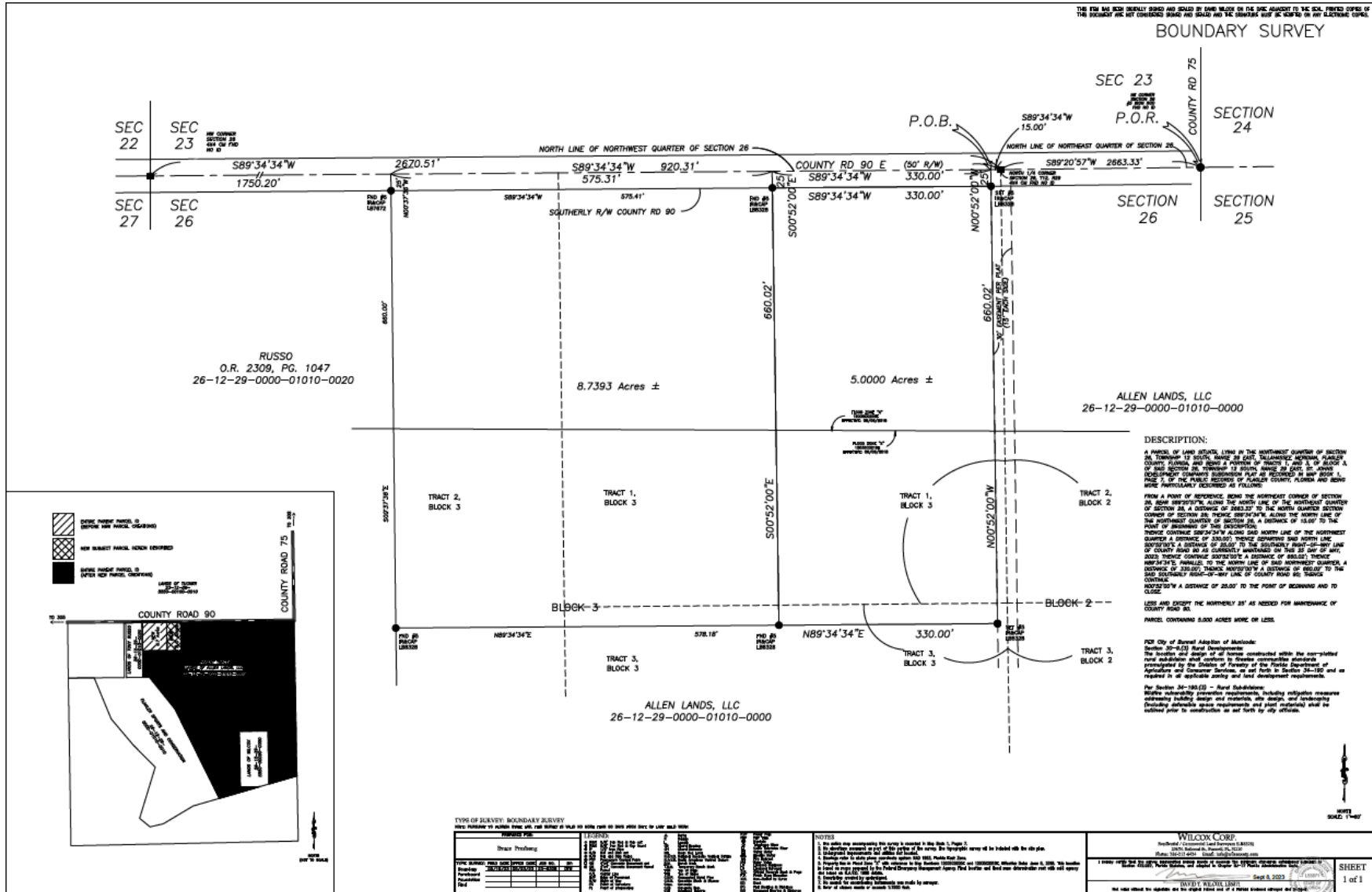
Seal:

Kristen Bates, CMC, City Clerk

Location Map



Minor Rural Subdivision Survey Drawing





City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 11/21/2023 Amount: \$4,500,000
Department: Infrastructure Account #: 401-0533-533.6300
Subject: Request Approval of LPA0481 Grant Agreement (COB #2023-22) between the City of Bunnell and FDEP for the Bunnell Water Treatment Plant and Distribution System Projects
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
LPA0481 Agreement	Contract

Summary/Highlights:

Staff is seeking Commission approval and Mayor signature for the agreement between the Florida Department of Environmental Protection (FDEP) and City of Bunnell, Florida to design and construct a reverse osmosis (RO) system to treat brackish water and conduct a pilot study to determine the most effective treatment for the RO system.

Background:

The City of Bunnell operates two brackish potable water wells (#7 and #8) that provide groundwater from the Upper Floridian Aquifer to blend with source water from the confined surficial aquifer. This Project will address brackish water by utilizing RO to treat and distribute finished water. By implementing an RO system, the levels of Total Dissolved Solids (TDS) and Chlorides (Cl) will be reduced, improving finished water quality, and allowing full use of Wells 7 and 8.

The City has requested assistance under this authorization to design, construct an RO system and its associated components including: raw water main installation; RO skid installation and associated piping; and valves and controls. Construction will also cover structural additions/modifications to house the RO skid.

Staff Recommendation:

Approve LPA0481 Grant Agreement (COB #2023-22) between the City of Bunnell and FDEP for the Bunnell Water Treatment Plant and Distribution System Projects.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Approve LPA0481 Grant Agreement (COB #2023-22) between the City of Bunnell and FDEP for the Bunnell Water Treatment Plant and Distribution System Projects.

City Manager Review/Recommendation:

Approved

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Bunnell Water Treatment Plant and Distribution System Projects** Agreement Number: **LPA0481**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bunnell** Entity Type: **Local Government**

Grantee Address: **P.O. Box 756, Bunnell, FL 32110** FEID: **59-6000285** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2026**

4. Project Number: (If different from Agreement Number) Project Location(s): **Lat/Long: (29.4751, -81.2479)**

Project Description: **The Grantee will design and construct a reverse osmosis (RO) system to treat brackish water and conduct a pilot study to determine the most effective treatment for the RO system.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 4,500,000.00	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 4,500,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		\$
	<input type="checkbox"/> Grantee Match		\$

Total Amount of Funding + Grantee Match, if any: **\$ 4,500,000.00**

6. Department's Grant Manager Name: Gregg Caro _____ or successor Address: Florida Dept. of Environmental Protection 3900 Commonwealth Blvd. Tallahassee, FL 32399-3000 Phone: 850-245-2982 Email: gregg.caro@floridadep.gov	Grantee's Grant Manager Name: Dustin Vost _____ or successor Address: City of Bunnell P.O. Box 756 Bunnell, FL 32110 Phone: 386- 283-6072 Email: dvost@bunnellcity.us
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) *Copy available at <https://facts.fldfs.com>, in accordance with section 215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
- Exhibit H: Non-Profit Organization Compensation Form (State)

Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bunnell **GRANTEE**

Grantee Name
By _____ **12/11/23**
(Authorized Signature) Date Signed

Catherine D. Robinson, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

Additional signatures attached on separate page.

DWRA Additional Signatures

Gregg Caro, DEP Grant Manager

Kathleen Downey, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
- i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
- (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
- A change order to this Agreement may be used when:
- (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
- This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0481**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is the Bunnell Water Treatment Plant and Distribution System Projects. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Bunnell Water Treatment Plant and Distribution System Projects

PROJECT LOCATION: The Project will be located in the City of Bunnell within Flagler County; Lat/Long (29.4751, -81.2479).

PROJECT BACKGROUND: The City of Bunnell (Grantee) operates two brackish potable water wells (#7 and #8) that provide groundwater from the Upper Floridian Aquifer to blend with the Grantee's source water from the confined surficial aquifer. This Project will address brackish water by utilizing Reverse Osmosis (RO) to treat and distribute finished water. Even after costly repairs to the Grantee's wells and pumps the elevated total dissolved solids (TDS) and chloride (Cl-) still remains high. At these levels it's difficult to use brackish groundwater as a raw water source. This Project will address brackish water by utilizing RO technology. By implementing a RO system, the levels of TDS and Cl- will be reduced, improving the water quality.

PROJECT DESCRIPTION: The Grantee will design, construct an RO system and its associated components including: raw water main installation; RO skid installation and associated piping; and valves and controls. Construction will also cover structural additions/modifications to house the RO skid.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task #1: Design and Permitting

Deliverables: The Grantee will complete the design of the Bunnell Water Treatment Plant and Distribution System Projects and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #2: Project Management

Deliverables: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task #3: Construction

Deliverables: The Grantee will construct the Bunnell Water Treatment Plant and Distribution System Projects, in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 3) a signed Engineer’s Certification of Payment Request.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$410,000	07/01/2023	04/30/2026
2	Project Management	Contractual Services	\$245,000	07/01/2023	04/30/2026
3	Construction	Contractual Services	\$3,845,000	07/01/2023	04/30/2026
Total:			\$4,500,000		

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department 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 Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

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

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	\$4,500,000	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$4,500,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement’s Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0481
Project Title:	Bunnell Water Treatment Plant and Distribution System Projects
Grantee Name:	City of Bunnell
Grantee's Grant Manager:	Dustin Vost
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Design and Permitting

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 2: Project Management

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Task 3: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.