

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

ROBERT BARNES

TINA-MARIE SCHULTZ

TONYA GORDON

BUNNELL CITY COMMISSION MEETING

Monday, September 27, 2021

Join Zoom Meeting <http://bunnellcity.us/meeting>

7:00 PM

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

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

A.1. To Join the Zoom Meeting

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations:

B.1. Proclamation: Domestic Violence Awareness Month

C. Consent Agenda:

C.1. Approval of Warrant

a. September 27, 2021 Warrant

C.2. Approval of Minutes

a. September 13, 2021 City Commission Meeting Minutes

C.3. Request Approval to Renew Agreement #2021-08 with Engineered Spray Solutions, LLC (ESS) for Sanitary Sewer Manhole Inspections and Rehabilitation

C.4. Request to reappoint Robin Tyler as a regular member of the Planning Zoning & Appeals Board for another three year term

C.5. Request to reappoint Delories Hall as a regular member of the Code Enforcement Board. for another three year term to begin in December 2021.

C.6. Request to reappoint Kenneth Gordon as a regular member of the Code Enforcement Board for another three year term to begin December 2021

C.7. Request to reappoint Joy Allen as a regular member of the Code Enforcement Board for another three year term to begin December 2021.

C.8. Request to Approve American Rescue Plan Act Agreement 2021-17

D. Public Comments:

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

E. Ordinances: (Legislative): None

F. Resolutions: (Legislative):

F.1. Resolution 2021-15 Joining the State of Florida and other Governmental Units as a Participant in the Memorandum of Understanding Implementing a Unified Plan Regarding the Opioid Epidemic.

F.2. Final Public Hearing to consider the FY 2021/2022 Millage Rate: Resolution 2021-16

F.3. Final Public Hearing to consider the FY 2021/2022 Budget: Resolution 2021-17

G. Old Business: None

H. New Business: None

I. Reports:

- **City Clerk**
- **City Attorney**
- **City Manager**

City Manager Report- August 2021

- **Mayor and City Commissioners**

J. Call for Adjournment.

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

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on September 21, 2021



City of Bunnell, Florida

Agenda Item No. A.1.

Document Date: 8/10/2021 Amount:
Department: City Clerk Account #:
Subject: To Join the Zoom Meeting
Agenda Section: Call Meeting to Order and Pledge Allegiance to the Flag

Summary/Highlights:

The City is committed to providing opportunities for all citizens to participate in their local government. Therefore, the City is continuing to offer Zoom as a means to participate in City public meetings.

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 x 5 at least 2 business days prior to the meeting date.

Background:

Join Zoom Meeting <http://bunnellcity.us/meeting>
Meeting ID: 944 464 2817

Or from the Zoom Mobile App
<https://us02web.zoom.us/j/9444642817>

Or dial by phone for AUDIO ONLY:
+1 253 215 8782 US
+1 301 715 8592 US
Meeting ID: 944 464 2817

Prior to the start of the meeting please make sure you have silenced/muted **all** cell phones or noise-making devices, such as tvs, radios other media devices, faucets, etc., as they can be heard through the meeting audio.

Those in the audience/public have the opportunity to speak during "D. Public Comments," for items not on the agenda, or when the Mayor opens each agenda item to Public Comments.

To participate during Public Comments, those participating virtually, shall:

1. Click the "Raise Hand" button on the bottom of the Zoom Meeting Screen and wait to be recognized by the Mayor.

2. If participating by telephone (AUDIO) only, unmute your line by pressing *6, request to speak by saying "Madame Mayor" then wait to be recognized by the Mayor to continue.

Each person recognized to speak by the Mayor shall speak clearly and state their name and their address into the record before proceeding with their comments.

Public Comments are limited to 4 minutes. When 4 minutes is over "TIME" will be announced.

Written comments regarding items that appear on the agenda can be submitted to the City Clerk's office either by dropping written comments into the payment box located at the Administration Complex, by mail at PO Box 756, Bunnell, FL 32110, by fax at 386-437-8253 or by e-mail at info@bunnellcity.us by **12:00 PM (noon) Friday, September 24, 2021**. Comments will be read into the record or provided to all Commissioners prior to the start of the meeting.

Draft Minutes of this meeting will be available subsequent to the meeting.

The public is advised to check the City website for up-to-date information on any changes to the manner in which the meeting will be held and the location.

Staff Recommendation:

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:



Proclamation

WHEREAS, home should be a place of warmth, unconditional love, tranquility, and security, and for most of us, home and family can indeed be counted among our greatest blessings. Tragically, for many Americans, their home is tarnished by violence and fear; and

WHEREAS, family violence is a crime that transcends race, religion, ethnicity and economic stature and one of its greatest tragedies is its effect on our children; and

WHEREAS, an estimated 4.8 million cases of domestic violence occur each year and, at its most tragic level, kills an average of more than three women every day nationally; and

WHEREAS, the Family Life Center, the only certified domestic violence emergency shelter and rape crisis center in Flagler County, provided 5,618 services to victims in the past year; and

WHEREAS, each October, the formal recognition of Domestic Violence Awareness Month allows the community to acknowledge and show their support for the victims of this horrific crime; and

WHEREAS, the Flagler County Advocates Alliance (comprised of the Flagler County Sheriff's Office Victim Advocate, the Flagler Beach Police Department Victim Advocates, the State Attorney's Victim Advocate for the Seventh Judicial Circuit Flagler and the Family Life Center) and the Flagler County Domestic Violence Task Force membership are committed to confront this crisis and are working together to increase public understanding of this problem and mobilize community efforts to end domestic violence in Flagler County.

NOW THEREFORE, I, Catherine D. Robinson as the Mayor of the City of Bunnell do hereby declare October as "DOMESTIC VIOLENCE AWARENESS MONTH" in Bunnell and urge all citizens of Bunnell to become a part of the community response to end domestic violence and to send the message that this crime will not be tolerated in our community. As we spread awareness of domestic violence in our community during the month of October, we recognize that it takes an entire community to stand together and make a difference. Together we can break the cycle and impact the lives of future generations.

Adopted this 27th day of September 2021.

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk



City of Bunnell, Florida

ATTACHMENTS:

Description

Fiscal Year 20-21 Warrant - September 27, 2021

Type

Cover Memo



City of Bunnell, FL

Expense Approval Register

Packet: APPKT07366 - 09.27.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: 4C's Trucking & Excavation, Inc.					
	09/16/2021	4C's Trucking & Excavation, Inc.	72 Tons Shell Material	001-0541-541.5300	936.00
Vendor 4C's Trucking & Excavation, Inc. Total:					936.00
Vendor: Advance Stores Company, Incorporated					
	06/17/2021	Advance Stores Company, Inco...	Air Filter	001-0541-541.4640	-15.57
	09/13/2021	Advance Stores Company, Inco...	Oil/Air Filters	001-0572-572.4640	60.49
	09/16/2021	Advance Stores Company, Inco...	Battery for Unit 719 Gator	001-0541-541.4640	39.01
	09/08/2021	Advance Stores Company, Inco...	Air Filter	402-0534-534.4620	61.24
Vendor Advance Stores Company, Incorporated Total:					145.17
Vendor: Alliant Engineering Inc					
	09/20/2021	Alliant Engineering Inc	Misc Engineering Services Aug...	001-0519-519.3100	2,268.75
	09/20/2021	Alliant Engineering Inc	Engineering Plan Review Augu...	001-0524-524.3100	2,855.00
	09/20/2021	Alliant Engineering Inc	Engineering Plan Review Augu...	401-0533-533.3111	337.50
	09/20/2021	Alliant Engineering Inc	Engineering Plan Review Augu...	404-0535-535.3100	337.50
	09/20/2021	Alliant Engineering Inc	Grand Reserve Form Board Rev..	001-2021000	50.00
Vendor Alliant Engineering Inc Total:					5,848.75
Vendor: American Family Life Assurance Company of Columbus					
	09/14/2021	American Family Life Assuranc...	AFLAC September 2021	001-2185000	1,186.59
Vendor American Family Life Assurance Company of Columbus Total:					1,186.59
Vendor: Boulevard Tire Center					
	08/19/2021	Boulevard Tire Center	3 Patches/Repair w/ Retread	402-0534-534.4620	792.37
	08/05/2021	Boulevard Tire Center	Flat Tire Repair	401-0533-533.4620	27.00
Vendor Boulevard Tire Center Total:					819.37
Vendor: Bunnell Auto Supply, Inc.					
	08/25/2021	Bunnell Auto Supply, Inc.	Hydraulic Hose/Fittings & Zip T...	402-0534-534.4620	166.11
	08/06/2021	Bunnell Auto Supply, Inc.	Hydraulic Oil Filter	001-0541-541.4640	53.01
	08/06/2021	Bunnell Auto Supply, Inc.	Mineral Spirits	001-0541-541.4640	74.39
	08/06/2021	Bunnell Auto Supply, Inc.	Hydraulic Filter	001-0541-541.4640	17.43
	09/14/2021	Bunnell Auto Supply, Inc.	Ignition Switch/Lock Cylinder	001-0541-541.4620	95.72
	09/16/2021	Bunnell Auto Supply, Inc.	(2) Air Hoses	001-0549-549.5265	73.98
	09/16/2021	Bunnell Auto Supply, Inc.	Fuse Holder	001-0572-572.4640	5.22
	09/08/2021	Bunnell Auto Supply, Inc.	Red Threadlocker/Wiper Blades	401-0533-533.4620	14.60
	09/08/2021	Bunnell Auto Supply, Inc.	Red Threadlocker/Wiper Blades	404-0535-535.4620	14.60
	09/08/2021	Bunnell Auto Supply, Inc.	(2) Terminal GM/Mercon	402-0534-534.4620	24.97
Vendor Bunnell Auto Supply, Inc. Total:					540.03
Vendor: Central Hydraulics, Inc.					
	09/16/2021	Central Hydraulics, Inc.	Cylinder Repair	402-0534-534.4620	248.50
Vendor Central Hydraulics, Inc. Total:					248.50
Vendor: Charles J. Cino					
	09/09/2021	Charles J. Cino	September Legas Assistance - ...	001-0524-524.3102	375.00
Vendor Charles J. Cino Total:					375.00
Vendor: Charter Communications Holdings LLC					
	09/11/2021	Charter Communications Hold...	604 E Moody Blvd Ste 6 9/10/...	001-0519-519.4100	79.98
	09/02/2021	Charter Communications Hold...	200 S Church St September 20...	001-0572-572.4100	118.98
Vendor Charter Communications Holdings LLC Total:					198.96
Vendor: Christopher Hughes					
	09/13/2021	Christopher Hughes	Fire Inspections 5/18/21-8/3/...	001-0512-512.3401	432.00
	09/13/2021	Christopher Hughes	Fire Inspections 5/18/21-8/3/...	001-0524-524.3401	450.00
Vendor Christopher Hughes Total:					882.00

Expense Approval Register

Packet: APPKT07366 - 09.27.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Colonial Life & Accident Insurance Company					
	09/20/2021	Colonial Life & Accident Insura...	Col Life September 2021	001-2185000	1,086.60
Vendor Colonial Life & Accident Insurance Company Total:					1,086.60
Vendor: Communications International, Inc.					
	09/02/2021	Communications International,...	(4) Radar/(1) Laser Certificatio...	001-0521-521.5200	256.00
Vendor Communications International, Inc. Total:					256.00
Vendor: County of Volusia Tomoka, Solid Waste Services					
	09/04/2021	County of Volusia Tomoka, Sol...	Emergency Dumping Services	402-0534-534.4900	930.65
Vendor County of Volusia Tomoka, Solid Waste Services Total:					930.65
Vendor: Cubco Inc					
	08/25/2021	Cubco Inc	6 Polo Shirts	001-0521-521.5220	225.50
Vendor Cubco Inc Total:					225.50
Vendor: DACOM Home Accents LLC					
	08/31/2021	DACOM Home Accents LLC	604 E Moody Unit 4 Build Out	001-0519-519.4610	8,967.00
	09/20/2021	DACOM Home Accents LLC	Change Order #1	001-0519-519.4610	945.00
Vendor DACOM Home Accents LLC Total:					9,912.00
Vendor: Dana Safety Supply, Inc.					
	09/08/2021	Dana Safety Supply, Inc.	(14) BGL ACCMLD Baton Strap...	001-0521-521.5220	164.10
Vendor Dana Safety Supply, Inc. Total:					164.10
Vendor: Departamento de Misiones y Evangelismo					
	09/01/2021	Departamento de Misiones y E...	JB KING PARK RENTAL REFUND...	001-2200000	50.00
Vendor Departamento de Misiones y Evangelismo Total:					50.00
Vendor: DG Hardware, Inc.					
	06/17/2021	DG Hardware, Inc.	Fastners	001-0541-541.4640	2.81
	08/10/2021	DG Hardware, Inc.	Wall Repair Patch/Putty Knife/...	001-0572-572.4610	28.51
	08/26/2021	DG Hardware, Inc.	Soap/Wash Broom/Broom Ha...	001-0549-549.5200	39.08
	09/13/2021	DG Hardware, Inc.	Paper Wrap/Masking Tape/Pla...	001-0521-521.4620	11.19
	09/13/2021	DG Hardware, Inc.	Paper Kraft Wrap	001-0521-521.4620	6.64
	09/08/2021	DG Hardware, Inc.	Shovel	401-0533-533.5265	22.94
Vendor DG Hardware, Inc. Total:					111.17
Vendor: DMS - Bureau of Financial Management Services					
	08/15/2021	DMS - Bureau of Financial Ma...	Long Distance August 2021	001-0513-513.4100	0.03
	08/15/2021	DMS - Bureau of Financial Ma...	Long Distance August 2021	001-0521-521.4100	0.12
	08/15/2021	DMS - Bureau of Financial Ma...	Long Distance August 2021	401-0533-533.4100	0.25
	09/15/2021	DMS - Bureau of Financial Ma...	Local August 2021	001-0513-513.4100	73.92
	09/15/2021	DMS - Bureau of Financial Ma...	Local August 2021	001-0521-521.4100	23.39
	09/15/2021	DMS - Bureau of Financial Ma...	Local August 2021	001-0541-541.4100	23.39
	09/15/2021	DMS - Bureau of Financial Ma...	Local August 2021	401-0533-533.4100	58.48
	09/15/2021	DMS - Bureau of Financial Ma...	Local August 2021	402-0534-534.4100	-11.72
	09/15/2021	DMS - Bureau of Financial Ma...	Local August 2021	404-0535-535.4100	58.48
Vendor DMS - Bureau of Financial Management Services Total:					226.34
Vendor: Dolphin Printing & Design, Inc.					
	09/13/2021	Dolphin Printing & Design, Inc.	Business Cards Comm Barnes/...	001-0511-511.4700	100.00
Vendor Dolphin Printing & Design, Inc. Total:					100.00
Vendor: Environmental Land Services of Flagler County, Inc					
	09/10/2021	Environmental Land Services of..	Solid Waste Dumping 9/3/21-9...	402-0534-534.3400	3,741.40
	09/17/2021	Environmental Land Services of..	Solid Waste Dumping 9/10-9/...	402-0534-534.3400	3,976.69
	09/03/2021	Environmental Land Services of..	Solid Waste Dumping 8/27/21...	402-0534-534.3400	3,578.02
Vendor Environmental Land Services of Flagler County, Inc Total:					11,296.11
Vendor: Environmental Products Group Inc					
	09/03/2021	Environmental Products Group...	Locator wth Carrying Case	404-0535-535.5264	3,207.60
Vendor Environmental Products Group Inc Total:					3,207.60
Vendor: Evident					
	08/01/2021	Evident	(Sm/Med) Evidence Bags/Red ...	001-0521-521.5200	125.02
	08/07/2021	Evident	(10 Test Ea) Nark2005/Nark20...	001-0521-521.5200	65.74
Vendor Evident Total:					190.76

Expense Approval Register

Packet: APPKT07366 - 09.27.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Expert Chemical Sales & Service LLC					
	09/10/2021	Expert Chemical Sales & Servic...	Soap Dispensers/Refills	001-0572-572.5200	234.00
					Vendor Expert Chemical Sales & Service LLC Total:
					234.00
Vendor: Ferguson US Holdings, Inc					
	09/14/2021	Ferguson US Holdings, Inc	Drain pipe	001-0541-541.4600	4,220.00
					Vendor Ferguson US Holdings, Inc Total:
					4,220.00
Vendor: Fieldtex Products Inc.					
	08/26/2021	Fieldtex Products Inc.	Fieldtex Roll Out Responder Kit	001-0521-521.5200	79.00
					Vendor Fieldtex Products Inc. Total:
					79.00
Vendor: Flagler County Board of County Commissioners					
	08/10/2021	Flagler County Board of County..	Repair Unit #BPD1701- 2017 F...	001-0521-521.4620	159.28
	08/10/2021	Flagler County Board of County..	Repair Unit #BPD2002 - 2020 ...	001-0521-521.4620	54.88
	08/10/2021	Flagler County Board of County..	Repair Unit #BPD2005- 2020 F...	001-0521-521.4620	57.70
	08/10/2021	Flagler County Board of County..	Repair Unit #BPD2006- 2020 F...	001-0521-521.4620	2.71
	08/23/2021	Flagler County Board of County..	Limited Use Government Servi...	001-0519-519.4400	30,000.00
					Vendor Flagler County Board of County Commissioners Total:
					30,274.57
Vendor: Flagler County Clerk of Courts					
	09/01/2021	Flagler County Clerk of Courts	Clerk of Courts Recording Fees...	001-0512-512.3300	166.00
	09/01/2021	Flagler County Clerk of Courts	Clerk of Courts Recording Fees...	001-0524-524.3300	10.00
					Vendor Flagler County Clerk of Courts Total:
					176.00
Vendor: Flagler County Innovation Technologies					
	10/01/2020	Flagler County Innovation Tec...	Public Safety Comm Net/Adde...	001-0521-521.4400	2,265.15
	10/13/2020	Flagler County Innovation Tec...	Maintenance for Public Safety ...	001-0521-521.3400	8,668.12
	09/19/2021	Flagler County Innovation Tec...	Public Safety Communications...	001-0521-521.4400	14,306.26
					Vendor Flagler County Innovation Technologies Total:
					25,239.53
Vendor: Flagler Humane Society					
	08/31/2021	Flagler Humane Society	Animal Intake/Control Service ...	001-0562-562.3402	1,955.00
					Vendor Flagler Humane Society Total:
					1,955.00
Vendor: Florida Georgia Aquatic Services LLC					
	09/07/2021	Florida Georgia Aquatic Servic...	Lake Monthly Service June 20...	001-0572-572.4900	82.50
	09/07/2021	Florida Georgia Aquatic Servic...	Lake Monthly Service July 2021	001-0572-572.4900	82.50
	09/07/2021	Florida Georgia Aquatic Servic...	Lake Monthly Service August 2...	001-0572-572.4900	82.50
	09/07/2021	Florida Georgia Aquatic Servic...	Lake Monthly Service Septem...	001-0572-572.4900	82.50
					Vendor Florida Georgia Aquatic Services LLC Total:
					330.00
Vendor: Galls Parent Holdings, LLC					
	07/13/2021	Galls Parent Holdings, LLC	(2) Brass Name Plate	001-0521-521.5220	14.08
	08/30/2021	Galls Parent Holdings, LLC	(3) Badges	001-0521-521.5220	372.76
					Vendor Galls Parent Holdings, LLC Total:
					386.84
Vendor: Gannett Media Corp					
	08/16/2021	Gannett Media Corp	Ordinance 2021-20	001-0512-512.4800	115.40
	09/18/2021	Gannett Media Corp	August 2021 (Ord 2021-20, 22)	001-0512-512.4800	314.12
	09/18/2021	Gannett Media Corp	August 2021 (RFP 2021-04 Ad)	001-0541-541.4800	384.68
					Vendor Gannett Media Corp Total:
					814.20
Vendor: GS Equipment, Inc					
	07/20/2021	GS Equipment, Inc	Radiator for Gradall	001-0541-541.4620	1,063.14
					Vendor GS Equipment, Inc Total:
					1,063.14
Vendor: GT Distributors					
	01/22/2021	GT Distributors	Slings/Attachments/Magazine...	001-0521-521.5200	1,593.32
					Vendor GT Distributors Total:
					1,593.32
Vendor: Hawkins Inc					
	07/02/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	540.00
	07/02/2021	Hawkins Inc	WTP Chemicals	401-0533-533.5205	600.00
	09/10/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	564.00
	09/10/2021	Hawkins Inc	WTP Chemicals	401-0533-533.5205	1,120.50
	09/17/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	510.00

Expense Approval Register

Packet: APPKT07366 - 09.27.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/03/2021	Hawkins Inc	WWTP Chemicals	404-0535-535.5200	600.00
			Vendor Hawkins Inc Total:		3,934.50
Vendor: HD Supply Facilities Maintenance Ltd					
	07/26/2021	HD Supply Facilities Maintena...	Pry Bar/Sledgehammer	401-0533-533.5265	379.90
	08/05/2021	HD Supply Facilities Maintena...	Class E Bib Overalls	404-0535-535.5200	64.95
			Vendor HD Supply Facilities Maintenance Ltd Total:		444.85
Vendor: Jakob Johnsen					
	09/07/2021	Jakob Johnsen	VLMCC Security Deposit Refund	001-2201000	150.00
			Vendor Jakob Johnsen Total:		150.00
Vendor: Kehle Plumbing, Inc.					
	08/16/2021	Kehle Plumbing, Inc.	Repair Backlow Preventors @ ...	401-0533-533.4640	476.00
			Vendor Kehle Plumbing, Inc. Total:		476.00
Vendor: Kerri A Uebel					
	05/03/2021	Kerri A Uebel	Chain Saw Strap Bungee Oran...	001-0541-541.5200	24.97
			Vendor Kerri A Uebel Total:		24.97
Vendor: LAURA LINDSEY					
	08/24/2021	LAURA LINDSEY	Safety Footwear Reimburse...	401-0533-533.5220	99.99
			Vendor LAURA LINDSEY Total:		99.99
Vendor: LETTIE GRAHAM					
	09/13/2021	LETTIE GRAHAM	VLMCC RENTAL REFUND - 9/11..	001-2201000	125.00
			Vendor LETTIE GRAHAM Total:		125.00
Vendor: Lowe's Companies, Inc					
	09/13/2021	Lowe's Companies, Inc	(32) 50-LB QPR Permnt Asphalt..	401-0533-533.5205	211.52
	09/13/2021	Lowe's Companies, Inc	(32) 50-LB QPR Permnt Asphalt..	404-0535-535.5200	211.52
	09/15/2021	Lowe's Companies, Inc	DeWalt Hammer Drill	001-0541-541.5265	208.05
	09/17/2021	Lowe's Companies, Inc	Electric Leaf Blower/Industrial ...	001-0549-549.5264	249.85
	09/17/2021	Lowe's Companies, Inc	Electric Leaf Blower/Industrial ...	001-0549-549.5265	132.05
			Vendor Lowe's Companies, Inc Total:		1,012.99
Vendor: MacData LLC					
	08/31/2021	MacData LLC	Background Check - Kook	001-0513-513.4900	30.00
			Vendor MacData LLC Total:		30.00
Vendor: Mary Anne Atwood					
	09/02/2021	Mary Anne Atwood	Safety Footwear Reimburse...	401-0533-533.5220	62.50
	09/02/2021	Mary Anne Atwood	Safety Footwear Reimburse...	404-0535-535.5220	62.50
			Vendor Mary Anne Atwood Total:		125.00
Vendor: Mary Bletcher					
	09/20/2021	Mary Bletcher	VLMCC RENTAL REFUND 9/17/...	001-2201000	125.00
			Vendor Mary Bletcher Total:		125.00
Vendor: Michael Leo Dove					
	09/08/2021	Michael Leo Dove	Building Inspections 8/23/21-9...	001-0524-524.3401	960.00
			Vendor Michael Leo Dove Total:		960.00
Vendor: NextEra Energy Inc					
	08/31/2021	NextEra Energy Inc	02735-15254 August 2021	001-0519-519.4300	41.20
	08/31/2021	NextEra Energy Inc	06115-08987 August 2021	404-0535-535.4300	27.02
	08/31/2021	NextEra Energy Inc	08456-32520 August 2021	001-0519-519.4300	12.69
	08/31/2021	NextEra Energy Inc	16455-03937 August 2021	001-0541-541.4300	475.86
	08/31/2021	NextEra Energy Inc	16525-04919 August 2021	404-0535-535.4300	5,305.41
	08/31/2021	NextEra Energy Inc	16885-09957 August 2021	404-0535-535.4300	42.90
	08/31/2021	NextEra Energy Inc	27076-01973 August 2021	404-0535-535.4300	26.52
	08/31/2021	NextEra Energy Inc	27516-03917 August 2021	404-0535-535.4300	74.08
	08/31/2021	NextEra Energy Inc	47802-16398 August 2021	001-0519-519.4300	1,523.64
	08/31/2021	NextEra Energy Inc	50935-93118 August 2021	001-0519-519.4300	26.61
	08/31/2021	NextEra Energy Inc	51926-14112 August 2021	001-0519-519.4300	171.47
	08/31/2021	NextEra Energy Inc	56661-53118 August 2021	001-0519-519.4300	226.90
	09/01/2021	NextEra Energy Inc	37390-07957 August 2021	001-0541-541.4300	3,450.70
	09/01/2021	NextEra Energy Inc	37400-05982 August 2021	001-0541-541.4300	164.58

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/02/2021	NextEra Energy Inc	47533-10046 August 2021	404-0535-535.4300	26.91
	09/03/2021	NextEra Energy Inc	09445-94365 August 2021	401-0533-533.4300	15.30
	09/03/2021	NextEra Energy Inc	23515-07823 Aug 2021	401-0533-533.4300	13.20
	09/07/2021	NextEra Energy Inc	01235-95431 August 2021	001-0521-521.4300	10.38
	09/07/2021	NextEra Energy Inc	01408-42220 August 2021	404-0535-535.4300	61.08
	09/07/2021	NextEra Energy Inc	05365-06116 August 2021	404-0535-535.4300	19.10
	09/07/2021	NextEra Energy Inc	08857-07703 August 2021	401-0533-533.4300	4,002.54
	09/07/2021	NextEra Energy Inc	19639-02331 August 2021	001-0521-521.4300	10.38
	09/07/2021	NextEra Energy Inc	24515-76322 August 2021	001-0572-572.4300	19.39
	09/07/2021	NextEra Energy Inc	25840-57588 August 2021	001-0541-541.4300	11.86
	09/07/2021	NextEra Energy Inc	28635-95142 August 2021	001-0572-572.4300	163.22
	09/07/2021	NextEra Energy Inc	29732-82177 August 2021	001-0521-521.4300	10.38
	09/07/2021	NextEra Energy Inc	34080-03816 August 2021	404-0535-535.4300	100.29
	09/07/2021	NextEra Energy Inc	39472-13538 August 2021	404-0535-535.4300	13.82
	09/07/2021	NextEra Energy Inc	48483-68421 August 2021	001-0519-519.4300	278.77
	09/07/2021	NextEra Energy Inc	56811-06810 August 2021	001-0541-541.4300	172.20
	09/07/2021	NextEra Energy Inc	56821-04848 August 2021	001-0541-541.4300	23.58
	09/07/2021	NextEra Energy Inc	56831-02874 August 2021	001-0541-541.4300	70.73
	09/07/2021	NextEra Energy Inc	59268-64496 August 2021	401-0533-533.4300	82.43
	09/07/2021	NextEra Energy Inc	60520-97182 August 2021	001-0521-521.4300	10.38
	09/07/2021	NextEra Energy Inc	66101-01831 August 2021	001-0572-572.4300	302.77
	09/07/2021	NextEra Energy Inc	66311-06884 August 2021	001-0541-541.4300	38.78
	09/07/2021	NextEra Energy Inc	67468-67586 August 2021	001-0541-541.4300	11.65
	09/07/2021	NextEra Energy Inc	68117-21478 August 2021	001-0521-521.4300	10.38
	09/07/2021	NextEra Energy Inc	76171-09884 August 2021	404-0535-535.4300	66.55
	09/07/2021	NextEra Energy Inc	79034-46115 August 2021	001-0521-521.4300	10.38
	09/07/2021	NextEra Energy Inc	82864-01883 August 2021	404-0535-535.4300	40.34
	09/07/2021	NextEra Energy Inc	93326-99348 August 2021	001-0521-521.4300	10.38
	09/07/2021	NextEra Energy Inc	95527-02467 August 2021	404-0535-535.4300	13.29
	09/07/2021	NextEra Energy Inc	99040-97517 August 2021	001-0519-519.4300	105.33
	09/07/2021	NextEra Energy Inc	26391-00821 August 2021	404-0535-535.4300	24.24
	09/07/2021	NextEra Energy Inc	38244-16469 August 2021	404-0535-535.4300	194.68
	09/07/2021	NextEra Energy Inc	14322-90094 Aug 2021	001-0572-572.4300	32.22
	09/07/2021	NextEra Energy Inc	59234-52527 Aug 2021 (New ...	001-0519-519.4300	11.45
			Vendor NextEra Energy Inc	Total:	17,557.96
Vendor: Nicholson A/C & Heating, Inc.					
	07/01/2021	Nicholson A/C & Heating, Inc.	Ice Machine Lease July 2021	001-0541-541.4400	130.00
			Vendor Nicholson A/C & Heating, Inc. Total:		130.00
Vendor: NIGERIA HALL					
	09/13/2021	NIGERIA HALL	VLMCC RENTAL REFUND - 9/10..	001-2201000	125.00
			Vendor NIGERIA HALL Total:		125.00
Vendor: ODYSSEY MANUFACTURING COMPANY					
	09/13/2021	ODYSSEY MANUFACTURING C...	Bulk Salt	401-0533-533.5205	3,857.76
			Vendor ODYSSEY MANUFACTURING COMPANY	Total:	3,857.76
Vendor: Office Depot Inc					
	09/08/2021	Office Depot Inc	Shredder 600M Autofeed	001-0521-521.5264	1,669.84
			Vendor Office Depot Inc Total:		1,669.84
Vendor: Palatka Truck Center LLC					
	09/16/2021	Palatka Truck Center LLC	ROTELLA 15W40 55G CK4	001-0549-549.5200	659.98
			Vendor Palatka Truck Center LLC Total:		659.98
Vendor: Palmetto Electric, Inc.					
	09/07/2021	Palmetto Electric, Inc.	Install 2 NEMA 65-30 Receptac...	001-0519-519.5264	732.00
			Vendor Palmetto Electric, Inc. Total:		732.00
Vendor: Pitney Bowes Inc					
	09/16/2021	Pitney Bowes Inc	UB Envelopes w/ & w/o Permit	401-0533-533.4700	624.10
	09/16/2021	Pitney Bowes Inc	UB Envelopes w/ & w/o Permit	402-0534-534.4700	624.08
	09/16/2021	Pitney Bowes Inc	UB Envelopes w/ & w/o Permit	404-0535-535.4700	624.10
			Vendor Pitney Bowes Inc Total:		1,872.28

Expense Approval Register

Packet: APPKT07366 - 09.27.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
Vendor: Randstad North America, Inc					
	06/27/2021	Randstad North America, Inc	Temp Service Community Deve..	001-0524-524.3400	542.72
	07/25/2021	Randstad North America, Inc	Temp Service Community Deve..	001-0524-524.3400	305.28
	08/15/2021	Randstad North America, Inc	Temp Service Community Deve..	001-0524-524.3400	583.02
	08/29/2021	Randstad North America, Inc	Temp Service Community Deve..	001-0524-524.3400	559.32
	09/12/2021	Randstad North America, Inc	Temp Services Community De...	001-0524-524.3400	503.96
	09/05/2021	Randstad North America, Inc	Temp Services Community De...	001-0524-524.3400	612.98
Vendor Randstad North America, Inc Total:					3,107.28
Vendor: Ring Power Corporation					
	09/14/2021	Ring Power Corporation	Blade Kit	001-0541-541.4640	212.68
Vendor Ring Power Corporation Total:					212.68
Vendor: Robert C Little					
	09/13/2021	Robert C Little	Lake Lucille Electrical Fix	001-0572-572.4600	4,325.00
Vendor Robert C Little Total:					4,325.00
Vendor: Rogers Towing & Recovery Service Inc					
	09/13/2021	Rogers Towing & Recovery Ser...	Tow Car 1108 for Repair	001-0521-521.4620	55.00
Vendor Rogers Towing & Recovery Service Inc Total:					55.00
Vendor: Specialty Consulting Solutions, Inc					
	09/03/2021	Specialty Consulting Solutions, ..	Estimated Shipping Expense	404-0535-535.4640	400.00
	09/03/2021	Specialty Consulting Solutions, ..	New Allen Bradley drive and a...	404-0535-535.4640	9,975.00
	09/03/2021	Specialty Consulting Solutions, ..	Remove existing, Install/progr...	404-0535-535.4640	1,140.00
	09/08/2021	Specialty Consulting Solutions, ..	Diagnostic/Troubleshooting ...	404-0535-535.4640	570.00
Vendor Specialty Consulting Solutions, Inc Total:					12,085.00
Vendor: Staples Inc					
	07/13/2021	Staples Inc	PC3076-PC-01 Base Rate Chrg ...	001-0513-513.3400	61.36
	07/13/2021	Staples Inc	PC3076-PC-01 Overage Chrg	001-0513-513.3400	0.02
	09/13/2021	Staples Inc	DX42108-01 Overage Chrg 8/16	001-0512-512.3400	108.44
	09/13/2021	Staples Inc	DX42108-01 Overage Chrg 8/16	001-0513-513.3400	36.75
	09/13/2021	Staples Inc	DX42108-01 Overage Chrg 8/16	001-0521-521.3400	112.60
	09/13/2021	Staples Inc	DX42108-01 Overage Chrg 8/16	001-0524-524.3400	67.02
	09/08/2021	Staples Inc	PC3076-PC-01 Base Rate 9/13-...	001-0513-513.3400	61.36
	09/08/2021	Staples Inc	PC3076-PC-01 Overage Chrg 8...	001-0513-513.3400	0.01
Vendor Staples Inc Total:					447.56
Vendor: Staples, Inc					
	08/15/2021	Staples, Inc	Battery Backup	001-0524-524.5100	42.69
	09/02/2021	Staples, Inc	Headphones	001-0512-512.5100	198.99
	09/03/2021	Staples, Inc	Over the Head Headset with M..	001-0513-513.5100	38.99
Vendor Staples, Inc Total:					280.67
Vendor: Sun Country Termite & Pest Control					
	09/08/2021	Sun Country Termite & Pest C...	604 E Moody Blvd Unit 6 9/8/...	001-0519-519.3401	25.00
Vendor Sun Country Termite & Pest Control Total:					25.00
Vendor: Sunstate Meter & Supply Inc					
	09/08/2021	Sunstate Meter & Supply Inc	Pit Meter/Adapter/Meter Con...	401-0533-533.5264	1,295.06
Vendor Sunstate Meter & Supply Inc Total:					1,295.06
Vendor: Tara A. Fisher					
	09/13/2021	Tara A. Fisher	HVAC Replacement 604 E Mo...	001-0519-519.4610	7,211.00
Vendor Tara A. Fisher Total:					7,211.00
Vendor: UniFirst Corporation					
	07/14/2021	UniFirst Corporation	Uniforms/Mops & Mats	001-0541-541.5220	28.01
	07/14/2021	UniFirst Corporation	Uniforms/Mops & Mats	001-0549-549.5220	12.81
	07/14/2021	UniFirst Corporation	Uniforms/Mops & Mats	001-0572-572.5200	16.08
	07/14/2021	UniFirst Corporation	Uniforms/Mops & Mats	001-0572-572.5220	22.55
	07/14/2021	UniFirst Corporation	Uniforms/Mops & Mats	401-0533-533.5220	12.92
	07/14/2021	UniFirst Corporation	Uniforms/Mops & Mats	402-0534-534.5220	17.33
	07/14/2021	UniFirst Corporation	Uniforms/Mops & Mats	404-0535-535.5220	15.86
	09/15/2021	UniFirst Corporation	Uniform Rental	404-0535-535.5220	16.99
	09/08/2021	UniFirst Corporation	Uniform Rentals/Mops & Mats	001-0541-541.5220	27.67

Expense Approval Register

Packet: APPKT07366 - 09.27.2021 Warrant

(None)	Post Date	Vendor Name	Description (Item)	Account Number	Amount
	09/08/2021	UniFirst Corporation	Uniform Rentals/Mops & Mats	001-0549-549.5220	11.16
	09/08/2021	UniFirst Corporation	Uniform Rentals/Mops & Mats	001-0572-572.5200	16.08
	09/08/2021	UniFirst Corporation	Uniform Rentals/Mops & Mats	001-0572-572.5220	22.27
	09/08/2021	UniFirst Corporation	Uniform Rentals/Mops & Mats	401-0533-533.5220	12.85
	09/08/2021	UniFirst Corporation	Uniform Rentals/Mops & Mats	402-0534-534.5220	17.13
	09/08/2021	UniFirst Corporation	Uniform Rentals/Mops & Mats	404-0535-535.5220	15.66
		Vendor UniFirst Corporation Total:			265.37
Vendor: Universal Engineering Sciences, Inc.					
	08/31/2021	Universal Engineering Sciences,...	Phase 1 Commerce Parkway E...	001-0519-519.3100	1,800.00
		Vendor Universal Engineering Sciences, Inc. Total:			1,800.00
Vendor: USA Services of Florida Inc					
	09/17/2021	USA Services of Florida Inc	Street Sweeping September 2...	001-0541-541.3400	700.00
		Vendor USA Services of Florida Inc Total:			700.00
Vendor: Verizon Connect Telo Inc.					
	09/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Sub...	001-0541-541.4100	76.40
	09/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Sub...	001-0572-572.4100	57.30
	09/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Sub...	401-0533-533.4100	76.40
	09/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Sub...	402-0534-534.4100	152.40
	09/01/2021	Verizon Connect Telo Inc.	Gov't Fleet/Video Camera Sub...	404-0535-535.4100	76.40
		Vendor Verizon Connect Telo Inc. Total:			438.90
Vendor: Wells Fargo Financial Leasing, Inc					
	08/28/2021	Wells Fargo Financial Leasing, ...	450-0047920-000 9/13/21-10/...	001-0541-541.4400	37.65
	08/28/2021	Wells Fargo Financial Leasing, ...	450-0047920-000 9/13/21-10/...	401-0533-533.4400	37.65
	08/28/2021	Wells Fargo Financial Leasing, ...	450-0047920-000 9/13/21-10/...	404-0535-535.4400	37.67
	09/17/2021	Wells Fargo Financial Leasing, ...	450-7740208-004 9/12/21-10/...	001-0512-512.4400	110.99
	09/17/2021	Wells Fargo Financial Leasing, ...	450-7740208-004 9/12/21-10/...	001-0513-513.4400	110.99
	09/17/2021	Wells Fargo Financial Leasing, ...	450-7740208-004 9/12/21-10/...	001-0521-521.4400	110.99
	09/17/2021	Wells Fargo Financial Leasing, ...	450-7740208-004 9/12/21-10/...	001-0524-524.4400	111.00
		Vendor Wells Fargo Financial Leasing, Inc Total:			556.94
Vendor: Zev Cohen & Associates, Inc.					
	09/08/2021	Zev Cohen & Associates, Inc.	Services Rendered through Au...	001-0524-524.3400	8,557.12
		Vendor Zev Cohen & Associates, Inc. Total:			8,557.12
		Grand Total:			180,778.50

Fund Summary

Fund	Expense Amount
001 - GENERAL FUND	127,938.88
401 - WATER	13,441.39
402 - SOLID WASTE	14,319.17
404 - SEWER	25,079.06
Grand Total:	180,778.50

Account Summary

Account Number	Account Name	Expense Amount
001-0511-511.4700	Printing / Binding Expense	100.00
001-0512-512.3300	Recording Fees	166.00
001-0512-512.3400	Other Contracted Services	108.44
001-0512-512.3401	Fire Inspection Exp.	432.00
001-0512-512.4400	Rentals/Leases	110.99
001-0512-512.4800	Advertising	429.52
001-0512-512.5100	Office Supplies Expenses	198.99
001-0513-513.3400	Other Contract Services	159.50
001-0513-513.4100	Communications Expense	73.95
001-0513-513.4400	Rental / Lease Expense	110.99
001-0513-513.4900	Other Current Chgs - Adm...	30.00
001-0513-513.5100	Office Supplies Expense	38.99
001-0519-519.3100	Professional Services	4,068.75
001-0519-519.3401	Other Contractual Services	25.00
001-0519-519.4100	Communications Expense	79.98
001-0519-519.4300	Utilities	2,398.06
001-0519-519.4400	Rental/Lease	30,000.00
001-0519-519.4610	Repairs & Maint. - Building	17,123.00
001-0519-519.5264	Small Equipment	732.00
001-0521-521.3400	Other Contract Services	8,780.72
001-0521-521.4100	Communications Expense	23.51
001-0521-521.4300	Utility - Public Services	72.66
001-0521-521.4400	Rental / Lease Expense	16,682.40
001-0521-521.4620	Repair / Maint - Vehicles	347.40
001-0521-521.5200	Operating Supplies	2,119.08
001-0521-521.5220	Uniforms Exp	776.44
001-0521-521.5264	Small Equipment Purchase	1,669.84
001-0524-524.3100	Professional Services Exp...	2,855.00
001-0524-524.3102	Legal Services	375.00
001-0524-524.3300	Recording Fees	10.00
001-0524-524.3400	Other Contract Services	11,731.42
001-0524-524.3401	Bldg / Fire Inspection Exp -..	1,410.00
001-0524-524.4400	Rental / Lease Expense	111.00
001-0524-524.5100	Office Supplies Expenses	42.69
001-0541-541.3400	Other Contract Services	700.00
001-0541-541.4100	Communications Expense	99.79
001-0541-541.4300	Utility - Public Services	4,419.94
001-0541-541.4400	Rental / Lease Expense	167.65
001-0541-541.4600	Repair / Maint - Service	4,220.00
001-0541-541.4620	Repair / Maint - Vehicles	1,158.86
001-0541-541.4640	Equipment Repair & Maint..	383.76
001-0541-541.4800	Advertising / Promo Expe...	384.68
001-0541-541.5200	Operating Supplies	24.97
001-0541-541.5220	Uniforms Exp	55.68
001-0541-541.5265	Tools	208.05
001-0541-541.5300	Road Repair Local Option -..	936.00
001-0549-549.5200	Operating Supplies	699.06
001-0549-549.5220	Uniforms	23.97
001-0549-549.5264	Small Equipment	249.85
001-0549-549.5265	Tools	206.03
001-0562-562.3402	Humane Society Contract	1,955.00

Account Summary

Account Number	Account Name	Expense Amount
001-0572-572.4100	Communications Expense	176.28
001-0572-572.4300	Utility - Public Services	517.60
001-0572-572.4600	Repair / Maint - Service	4,325.00
001-0572-572.4610	Repair / Maint - Bldgs	28.51
001-0572-572.4640	Repair/Maint - Equipment	65.71
001-0572-572.4900	Other Current Chgs & Obl...	330.00
001-0572-572.5200	Operating Supplies	266.16
001-0572-572.5220	Uniforms Exp	44.82
001-2021000	Accts Paybl - Gen	50.00
001-2185000	125 Plans Employee Paybl ..	2,273.19
001-2200000	Deposits Paybl - Park Ren...	50.00
001-2201000	Deposits Paybl - CtyHall/C...	525.00
401-0533-533.3111	Professional Services Exp...	337.50
401-0533-533.4100	Communications Expense	135.13
401-0533-533.4300	Utility - Public Services	4,113.47
401-0533-533.4400	Rental / Lease Expense	37.65
401-0533-533.4620	Repair / Maint - Vehicles	41.60
401-0533-533.4640	Repair / Maint - Equipme...	476.00
401-0533-533.4700	Printing / Binding Expense	624.10
401-0533-533.5205	Operating Supplies Exp - ...	5,789.78
401-0533-533.5220	Uniforms Exp	188.26
401-0533-533.5264	Small Equipment Purchase	1,295.06
401-0533-533.5265	Tools	402.84
402-0534-534.3400	Other Contract Services - ...	11,296.11
402-0534-534.4100	Communications - Solid ...	140.68
402-0534-534.4620	Repair/Maint Vehicles - So..	1,293.19
402-0534-534.4700	Printing & Binding - Solid...	624.08
402-0534-534.4900	Other Current Charges - S...	930.65
402-0534-534.5220	Uniforms - Solid Waste	34.46
404-0535-535.3100	Professional Services	337.50
404-0535-535.4100	Communications	134.88
404-0535-535.4300	Utilities	6,036.23
404-0535-535.4400	Rentals/Leases	37.67
404-0535-535.4620	Repairs & Maint. - Vehicles	14.60
404-0535-535.4640	Repairs & Maint. - Equip...	12,085.00
404-0535-535.4700	Printing & Binding	624.10
404-0535-535.5200	Operating Supplies	2,490.47
404-0535-535.5220	Uniforms	111.01
404-0535-535.5264	Small Equipment	3,207.60
	Grand Total:	180,778.50

Project Account Summary

Project Account Key	Expense Amount
None	180,778.50
Grand Total:	180,778.50



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



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

BOB BARNES

TINA-MARIE SCHULTZ

BUNNELL CITY COMMISSION MINUTES

Monday, September 13, 2021

Join Zoom Meeting <http://bunnellcity.us/meeting>

7:00 PM

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

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

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

It was determined there was a quorum physically present at the meeting.

Roll Call (Present): Mayor Catherine D. Robinson; Vice Mayor Rogers; Commissioner Tonya Gordon; Commissioner Bob Barnes; Commissioner Tina-Marie Schultz; City Attorney Garrett Olsen; City Manager Alvin Jackson; Finance Director Shanea Stankiewicz; Infrastructure Director Dustin Vost; City Clerk Kristen Bates; Deputy Clerk Bridgitte Gunnells

Invocation for our Military Troops and National Leaders

Mayor Robinson led the Invocation.

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

C. Consent Agenda:

C.1. Approval of Warrant

a. September 13, 2021 Warrant

C.2. Approval of Minutes

a. August 23, 2021 City Commission Workshop Minutes – Enterprise Funds F/Y 2021-2022 Budget

b. August 23, 2021 City Commission Meeting Minutes

Motion: Approve the Consent Agenda

Motion By: Vice Mayor Rogers

Second By: Commissioner Schultz

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Schultz - Yea

Commissioner Barnes - Yea

Commissioner Gordon – Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

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):

E.1. Ordinance 2021-19: Amending the Bunnell Code of Ordinance Section 2 126 - CDBG Purchasing Policy – Second Reading

City Attorney Garrett Olsen read the short title into record. Infrastructure Director Dustin Vost explained the proposed ordinance.

Motion: Adopt Ordinance 2021-19 Amending the Bunnell Code of Ordinance Section 2-26 CDBG Purchasing Policy – Second Reading

Motion By: Commissioner Gordon

Second By: Commissioner Barnes

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Schultz - Yea

Commissioner Barnes - Yea

Commissioner Gordon – Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

F. Resolutions:

F.1. Resolution 2021-12 Drinking Water Utility Asset Management and Fiscal Sustainability Plan

City Attorney Garrett Olsen read the short title into record. Infrastructure Director Dustin Vost introduced the item and explained this is a living document that will be update or corrected as needed to keep it current.

Motion: Adopt Resolution 2021-12 Adopting a Drinking Water Utility Asset Management and Fiscal Sustainability Plan

Motion By: Vice Mayor Rogers

Second By: Commissioner Gordon

Board Discussion: City Manager Alvin Jackson stated this was a \$20,000.00 value the City received for free from the Rural Water Association. Mayor Robinson stated she would like to send a letter of thanks to the Rural Water Association.

Public Discussion: None

Roll Call Vote:

Commissioner Schultz - Yea

Commissioner Barnes - Yea

Commissioner Gordon – Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

F.2. Public Hearing to consider the FY 2021/2022 Tentative Millage Rate

Mayor Robinson read the proposed millage rate statement and justification. She announced the date for the final Public Hearing would be September 27, 2021 at 7:00 pm. City Attorney Garrett Olsen read the short title into record. Mayor Robinson opened the item for Public Comment prior to asking from a motion from the Board.

Public Discussion: None

Motion: Adopt Resolution 2021-13 Setting the Tentative Millage Rate for Fiscal Year 2021/2022.

Motion By: Vice Mayor Rogers

Second By: Commissioner Barnes

Board Discussion: None

Roll Call Vote:

Commissioner Schultz - Yea

Commissioner Barnes - Yea

Commissioner Gordon – Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

F.3. Public Hearing to consider the FY 2021/2022 Tentative Budget

Mayor Robinson read the proposed millage rate statement and justification for the proposed Fiscal Year 2021/2022 Budget. She announced the date for the final Public Hearing would be September 27, 2021 at 7:00 pm. City Attorney Garrett Olsen read the short title into record. Finance Director Shanea Stankiewicz summarized the changes to the proposed budget since the workshops, including the addition of the cash forward from the current budget and the City reserves. She reported the Commission was on the right financial path to stay at the same level of service currently offered and address its needs by moving forward with the proposed millage rate; it is anticipated that future millage rate increases may not be needed in the next few years by doing this now. Mayor Robinson opened the item for Public Comment prior to asking from a motion from the Board.

Public Discussion: None

Motion: Adopt Resolution 2021-14 Setting the Tentative Budget for Fiscal Year 2021/2022

Motion By: Vice Mayor Rogers

Second By: Commissioner Gordon

Board Discussion: Vice Mayor Rogers wanted to be on record thanking the City Manager, Finance Director and all the Directors for working together on the budget. He stated he thought this was the smoothest budget season since he has been on the Commission. Commissioner Gordon agreed with Vice Mayor Rogers and stated staff has done good job putting a budget together that addresses the City's needs.

Roll Call Vote:

Commissioner Schultz - Yea

Commissioner Barnes - Yea

Commissioner Gordon – Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

G. Old Business: None

H. New Business:

H.1. Approval of Memorandum of Understanding Concerning the Storage of Historical Documents

City Clerk Kristen Bates explained what type of documents the city has in Historical records such as water accounts, tax sales, and election records that are not considered permanent records. She stated the records could be informative for history and lineage searches.

Motion: Approve MOU with the Flagler County Historical Society storage of Historical Documents.

Motion By: Vice Mayor Rogers

Second By: Commissioner Gordon

Board Discussion: None

Public Discussion: None

Roll Call Vote:

Commissioner Schultz - Yea

Commissioner Barnes - Yea

Commissioner Gordon – Yea

Vice Mayor Rogers - Yea

Mayor Robinson – Yea

Vote: Motion carried unanimously

I. Reports:

- **City Clerk-** Reported the meeting with the Supervisor of Elections had to be postponed due to COVID; the Candidate Handbooks for the upcoming 2022 Election should be ready by the end of this month or beginning of October.
- **City Attorney-** None
- **City Manager** - None
- **Mayor and City Commissioners**
 - **Commissioner Barnes** - Reported he attended the Grand Reserve CDD meeting. There is an ongoing issue with sidewalks in Grand Reserve causing potentially dangerous conditions for the residents; he reported the item could not be budgeted but our Infrastructure Director came up with a cost-effective plan and he appreciates all his efforts to address this issue.
 - **Commissioner Gordon-** Thanked everyone for their calls and texts over the past month checking on her family.
 - **Vice Mayor Rogers** – Reported on the 9/11 memorial ride which he believed had more participants than any past event. He thanked the Mayor for coming out to the event. Vice Mayor stated he would like to bring Joe Vece, organizer of the event, before the Commission to be recognized for all his work on this event throughout the years.
 - **Commissioner Schultz** – Reported citizens at her “Coffee with a Comish” let her know of some concerns. She forwarded them to the City Manager and City Clerk and was very pleased by the quick response time. She was able to get that information back to those citizens very quickly.
 - **Mayor Robinson-** Stated the City Manager evaluation is due on or before 9/20/2021. She thanked the new Commissioners for stepping right into their roles and taking on several tasks in such a short period of time. She also reported she had a busy week last week. She attended the Flagler League of Cities Mayor meeting and reported how pleased she is with the newly

elected Mayor of Palm Coast. She attended the “Meet the Mayor’s” event, it went well, and she was well prepared with information. She also attended a zoom meeting with the Northeast Florida Regional Council.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Barnes

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: 8/17/2021 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Renew Agreement #2021-08 with Engineered Spray Solutions, LLC (ESS) for Sanitary Sewer Manhole Inspections and Rehabilitation
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Mutual Consent Agreement 2021-08 Amendment #1	Contract
Mutual Consent Agreement 2021-08	Contract
St. Augustine Executed Renewal #1 to Contract #PW2020-05	Contract

Summary/Highlights:

ESS has been providing manhole inspections and rehabilitation services to the City with excellent results. Staff would like to continue using their services and is seeking to renew Agreement #2021-08 for an additional two (2) year term.

Background:

The City of Bunnell's adopted Master Plan includes an annual budget for Gravity Sewer Renewal and Rehabilitation which includes manhole inspections, lining and rehab.

The City of St. Augustine solicited competitive, sealed proposals from qualified companies to perform and document inspections that include recommended rehabilitations to existing Sanitary Sewer Manholes. On March 22, 2021, Commission approved Agreement #2021-08 to piggyback Contract #PW2020-05 for Sanitary Sewer Manhole Inspections and Rehabilitation between Engineered Spray Solutions, LLC and the City of St. Augustine.

The City of St. Augustine renewed their agreement with ESS for an additional two (2) year term beginning October 1, 2021 and ending September 30, 2023.

Staff Recommendation:

Approve to renew Agreement #2021-08 with Engineered Spray Solutions, LLC's for sanitary sewer manhole inspections and rehabilitation for an additional two (2) year term.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

CONTRACT NO. 2021-08

**FIRST AMENDMENT TO LETTER AGREEMENT FOR
SANITARY SEWER MANHOLE INSPECTIONS AND REHABILITATION SERVICE
BETWEEN ENGINEERED SPRAY SOLUTIONS, LLC, AND
CITY OF BUNNELL, FLORIDA**

THIS FIRST AMENDMENT is made on this 27th date of September, 2021 to that certain Letter Agreement ("Agreement") entered into by and between Engineered Spray Solutions, LLC, a foreign limited liability company authorized to do business in the State of Florida, ("Contractor"), 1306 Banana Road, Lakeland, FL 33810, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 201 West Moody Boulevard, Bunnell, Florida 32110, effective as of October 1, 2021.

WHEREAS, Contractor executed Sanitary Sewer Manhole Inspections and Rehabilitation Contract No. RFP #PW2020-05 ("Contract No. RFP #PW2020-05") with the City of St. Augustine, Florida effective on October 9, 2020; and

WHEREAS, the City of St. Augustine is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell was and continues to be in need of sanitary sewer manhole inspections and rehabilitation services similar to the services Contractor is providing to the City of St. Augustine, which would allow manhole lining and rehabilitation services; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, the Bunnell City Commission found Contract No. RFP #PW2020-05 was competitively bid by the City of St. Augustine with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to the City of St. Augustine in Contract No. RFP #PW2020-05; and 3) it was in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. RFP #PW2020-05; and

WHEREAS, the parties agreed and consented to "piggyback" on the rates/prices and terms and conditions in Contract No. RFP #PW2020-05, including all attachments, addenda, unit prices, and all other applicable documents; and

WHEREAS, although the term of the executed Agreement is due to expire on September 30, 2021, the Agreement also includes an option for the City to extend the term for an additional two (2) year term; and

WHEREAS, due to Contractor's past performance, the City desires to extend the term of the Agreement for an additional two (2) year term.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

- 1. Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.
- 2. Term.** The term of the Agreement between the parties is hereby extended to September 30, 2023 by this First Amendment.
- 3. Effective Date.** This amendment shall be effective as of October 1, 2021.

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

ENGINEERED SPRAY SOLUTIONS, LLC

Print Name: James J. Collier

Title: Project Manager / Authorized Rep.

STATE OF Florida
COUNTY OF Folk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 30th day of August, 2021, by James Collier of Engineered Spray Solutions, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Melissa Kimball
Signature of Notary Public - State of Florida

Melissa Kimball
Printed/Typed/Stamped Name of Notary

My commission expires:

Bunnell Piggyback Form
Contract #2021-08



CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: September 27, 2021

Approved as to Legal Form

Vose Law Firm, City Attorney

SEAL:

ATTEST:

Kristen Bates, City Clerk

**MUTUAL CONSENT AGREEMENT #2021-08 FOR
SANITARY SEWER MANHOLE INSPECTIONS AND REHABILITATION
BETWEEN ENGINEERED SPRAY SOLUTIONS, LLC AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT is made and entered into by and between Engineered Spray Solutions, LLC, a Florida limited liability company ("Contractor"), 1306 Banana Road, Lakeland, Florida 33810, and the City of Bunnell ("City of Bunnell"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 201 West Moody Boulevard, Bunnell, Florida 32110.

WHEREAS, Contractor executed Sanitary Sewer Manhole Inspections and Rehabilitation Contract No. RFP #PW2020-05 ("Contract No. RFP #PW2020-05") with the City of St. Augustine, Florida effective on October 9, 2020; and

WHEREAS, the City of St. Augustine is a local government unit in the State of Florida and functions as a municipal corporation; and

WHEREAS, Section 163.01, Florida Statutes, also referred to as the Florida Interlocal Cooperation Act, permits local governments to cooperate with other localities, on the basis of mutual advantage; and

WHEREAS, the City of Bunnell is in need of sanitary sewer manhole inspections and rehabilitation services similar to the services Contractor is providing to the City of St. Augustine, which would allow manhole lining services; and

WHEREAS, Section 2-118(b) of the City of Bunnell Code of Ordinances provides that when it is in the best interest of the City, the City may cooperatively purchase from any other government agency, which has competitively bid and awarded any contract for any product or service at the awarded price, if the original bid specifications and award allow it and if the other governmental agency's procurement complies with the City of Bunnell's competitive bid policy; and

WHEREAS, a complete copy of the City of St. Augustine's original Bid/RFP, a copy of the City of St. Augustine's award letter, memo, agenda item to the Contractor and a copy of the Contractor's proposal has been provided as required by Section 2-118(b) of the City of Bunnell Code of Ordinances; and

WHEREAS, the Bunnell City Commission finds Contract No. RFP #PW2020-05 was competitively bid with procedural guarantees of fairness and competitiveness equivalent to those of the City of Bunnell; 2) the Contractor authorized the City of Bunnell to "piggyback" on the competitive pricing provided to the City of St. Augustine in Contract No. RFP #PW2020-05; and 3) it is in the best interest of the residents of the City of Bunnell to enter into an agreement with Contractor containing similar terms and conditions as contained Contract No. RFP #PW2020-05; and

WHEREAS, Bunnell City Commission further finds the criteria in Section 2-118(b) of the Bunnell Code of Ordinances is satisfied and the parties hereby agree and consent

to “piggyback” on the rates/prices and terms and conditions in Contract No. RFP #PW2020-05, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. **Incorporation by Reference.** The foregoing WHEREAS clauses are incorporated by reference.

2. **Standard Terms.** The terms and conditions of Contract No. RFP #PW2020-05, including all attachments, addenda, unit prices, and all other applicable documents except as otherwise provided herein shall by reference constitute the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of Contract No. RFP #PW2020-05 and this Agreement, the terms and conditions contained in this Agreement shall prevail.

3. **Public Records.** IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRE INSPECTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (386) 437-7500, kbates@bunnellcity.us, 201 W. Moody Blvd, Bunnell, FL 32110.

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

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

6. **Insurance.** The City of Bunnell shall be substituted for the City of St. Augustine in all insurance matters contained in Section 12 of Contract No. RFP #PW2020-05 and specifically listed as an additional insured on all required insurance policies. The Certificate of Insurance shall designate the City of Bunnell as a certificate holder as follows:

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

7. **Notice.** Notice, as addressed in Section 14 of Contract No. RFP #PW2020-05, when required to be provided to the City of Bunnell shall be provided to the City Manager.

8. **Payment.** The City of Bunnell shall pay Contractor in accordance with the City of Bunnell's finance policy and Florida law at the rates contained in Contract No. RFP #PW2020-05.

9. **Mediation.** Each party shall pay for any costs it incurs related to mediation, with the exception of the fee for the mediator's services, which shall be paid equally by both parties. Neither party shall be responsible for payment of a mediator's travel expenses unless otherwise agreed to in writing.

10. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally consents to submit and does submit to the jurisdiction of the Circuit Court in and for Flagler County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.

11. **Contact Person.** The primary contact person under this Agreement for the City of Bunnell shall be Dustin Vost, PO Box 756, Bunnell, Florida 32110, (386) 437-7515, dvost@bunnellcity.us.

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

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

Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

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

14. Other Terms. None.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

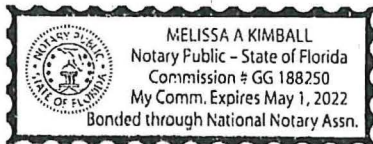
ENGINEERED SPRAY SOLUTIONS, LLC.

Print Name: James S. Collier

Title: Project Manager / Authorized Rep.

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4th day of March, 2021, by James Collier of Engineered Spray Solutions, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.



Melissa Kimball
Signature of Notary Public - State of Florida

Melissa Kimball
Printed/Typed/Stamped Name of Notary
My commission expires: 5/1/22

CITY OF BUNNELL

Catherine D. Robinson
Catherine D. Robinson, Mayor

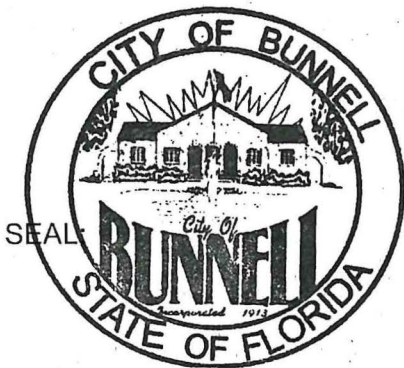
Date: March 22, 2021

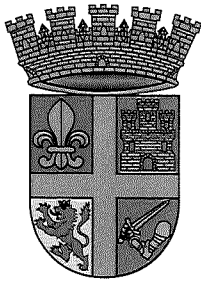
Approved as to Legal Form

[Signature]
Vose Law Firm, City Attorney

ATTEST:

Kristen Bates
Kristen Bates, City Clerk





CITY OF
ST. AUGUSTINETM
EST. 1565
NATION'S OLDEST CITY

August 13, 2021

Engineered Spray Solutions, LLC
Attn: Mr. James Collier
1306 Banana Road
Lakeland, FL 33810

RE: Renewal #1 to Contract #PW2020-05 for Sanitary Sewer Manhole Inspections and Rehabilitation

Dear Mr. Collier:

Accompanying this cover letter for your firm's records is the completely executed Renewal #1 between the City of St. Augustine and Engineered Spray Solutions, LLC for Sanitary Sewer Manhole Inspections and Rehabilitation. We look forward to continuing an excellent working relationship.

Please feel free to contact me at my office (904) 209-4305 or, via email, at swhitener@citystaug.com if you have any questions.

Sincerely,

Sharon F. Whitener, CPPO
Procurement Manager

SFW

Enclosure

xc: John P. Regan, City Manager
Meredith L. Breidenstein, Assistant City Manager
Reuben C. Franklin, Jr., Public Works Director
Todd J. Grant, Utilities Director
James C. Piggott, General Services Director
File

**FIRST RENEWAL OF THE AGREEMENT BETWEEN
THE CITY OF ST. AUGUSTINE
AND ENGINEERED SPRAY SOLUTIONS LLC FOR SANITARY SEWER MANHOLE
INSPECTIONS AND REHABILITATION PROJECT**

THIS RENEWAL AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE (the "City"), whose mailing address is P. O. Box 210, St. Augustine, Florida 32085, and ENGINEERED SPRAY SOLUTIONS LLC, ("Contractor"), whose address is 1306 Banana Road, Lakeland, Florida 33810.

The City entered into an Agreement with Contractor on October 9, 2020 for Sanitary Sewer Manhole Inspections and Rehabilitation Project for a term ending on September 30, 2021. The Agreement included the option to renew up to four (4) consecutive years. The City and Contractor now desire to renew the Agreement for an additional two (2) year term, October 1, 2021 through September 30, 2023 (Renewal #1).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree to the following:

1. The Agreement, Contract No. PW2020-05, is renewed for an additional two (2) year term beginning October 1, 2021 and ending September 30, 2023. For satisfactory performance of the Work outlined in the Contract during this additional term period, the City agrees to pay Contractor in accordance with the Agreement's Cost Schedule.

2. **EMPLOYMENT ELIGIBILITY.** Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

All other terms and conditions of the Agreement are hereby ratified and continue in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year first above written.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name: Darlene Salantkos

(SEAL)



By: [Signature]

Printed Name: John P. Regan

Title: City Manager

Date: 2/11/21

Signed, sealed and delivered
in the presence of:

[Signature]
Witness

Printed Name: Adam Webb

By: [Signature]

Printed Name: Lewis G. Collier

Title: CEO & Owner

Date: 2-3-2021

[Signature]
Witness

Printed Name: Jessica Morates

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
Isabelle C. Lopez, City Attorney



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 9/9/2021 Amount:
Department: Community Development Account #:
Subject: Request to reappoint Robin Tyler as a regular member of the Planning Zoning & Appeals Board for another three year term
Agenda Section: Consent Agenda:

Summary/Highlights:

This is a request to reappoint Robin Tyler as a regular member of the Planning Zoning & Appeals Board. Mr. Tyler currently serves as a regular member of the Planning Zoning & Appeals Board.

Background:

Robin Tyler was appointed September 2020 to fill a vacated seat. His term expires October 2021.

Bunnell Land Development Code Sec. 2-82. - Members.

The board shall consist of five regular members and one alternate member appointed by the city commission for three-year terms. Members must either own property in the city or be residents of the city. Upon the absence of a regular board member for a regular or special meeting, the alternate member shall be a voting member of the board. Any vacancy on the board shall be filled within 30 days, and any member thereof may be removed for cause, including for failure to attend three consecutive regular or special meetings.

There are no term limits for appointment to the Planning, Zoning and Appeals Board.

Mr. Tyler continues to meet the requirements to serve as a PZA Board Member. Staff has confirmed that Mr. Tyler wishes to continue to serve on the Planning Zoning & Appeals Board.

Staff Recommendation:

Reappointment of Robin Tyler as a regular member of the Planning Zoning & Appeals Board for another three year term.

City Attorney Review:

City Commission discretion.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 9/9/2021 Amount:
Department: Code Enforcement Account #:
Subject: Request to reappoint Delories Hall as a regular member of the Code Enforcement Board. for another three year term to begin in December 2021.
Agenda Section: Consent Agenda:

Summary/Highlights:

This is a request to reappoint Delories Hall as a regular member of the Code Enforcement Board. Ms. Hall currently serves as a regular member of the Code Enforcement Board.

Background:

Delories Hall was reappointed to serve a three year term on the Code Enforcement Board in 2018. Her term expires in December 2021

Bunnell Code of Ordinances Sec. 2-131. - Created; organization.

(a) There is hereby created a Code Enforcement Board of the City of Bunnell, Florida, which shall consist of five members appointed by the board of city commissioners by a majority vote. All members of the enforcement board must be residents of the City of Bunnell, Florida.

Ms. Hall continues to meet the requirements to serve as a Board Member. Staff has confirmed that Ms. Hall wishes to continue to serve on the Code Enforcement Board for another three year term starting in December 2021.

Staff Recommendation:

Reappointment of Delories Hall as a regular member of the Code Enforcement Board for another three years effective December 2021.

City Attorney Review:

City Commission discretion.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



City of Bunnell, Florida

Agenda Item No. C.6.

Document Date: 9/9/2021 Amount:
Department: Community Development Account #:
Subject: Request to reappoint Kenneth Gordon as a regular member of the Code Enforcement Board for another three year term to begin December 2021
Agenda Section: Consent Agenda:

Summary/Highlights:

This is a request to reappoint Kenneth Gordon as a regular member of the Code Enforcement Board. Mr. Gordon currently serves as a regular member of the Code Enforcement Board.

Background:

Kenneth Gordon was reappointed to serve a three year term on the Code Enforcement Board in November 2018. His term expires December 2021

Bunnell Code of Ordinances Sec. 2-131. - Created; organization.

(a) There is hereby created a Code Enforcement Board of the City of Bunnell, Florida, which shall consist of five members appointed by the board of city commissioners by a majority vote. All members of the enforcement board must be residents of the City of Bunnell, Florida. Mr. Gordon continues to meet the requirements to serve as a board member.

Staff has confirmed that Mr. Gordon wishes to continue to serve on the Code Enforcement Board for another three year term.

Staff Recommendation:

Reappointment of Kenneth Gordon as a regular member of the Code Enforcement Board for another three year term to begin December 2021.

City Attorney Review:

City Commission discretion.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



City of Bunnell, Florida

Agenda Item No. C.7.

Document Date: 9/9/2021 Amount:
Department: Community Development Account #:
Subject: Request to reappoint Joy Allen as a regular member of the Code Enforcement Board for another three year term to begin December 2021.
Agenda Section: Consent Agenda:

Summary/Highlights:

This is a request to reappoint Joy Allen as a regular member of the Code Enforcement Board. Mrs. Allen currently serves as a regular member of the Code Enforcement Board and was elected to serve as the Chair in April 2021.

Background:

Joy Allen was reappointed to serve a three year term on the Code Enforcement Board in 2018. Mrs. Allen currently serves as a regular member of the Code Enforcement Board

Bunnell Code of Ordinances Sec. 2-131. - Created; organization.

(a) There is hereby created a Code Enforcement Board of the City of Bunnell, Florida, which shall consist of five members appointed by the board of city commissioners by a majority vote. All members of the enforcement board must be residents of the City of Bunnell, Florida.

Mrs. Allen continues to meet the requirements to serve as a Board member. Staff has confirmed that Mrs. Allen wishes to continue to serve on the Code Enforcement Board for another three year term.

Staff Recommendation:

Reappointment of Joy Allen as a regular member of the Code Enforcement Board for another three year term to begin December 2021.

City Attorney Review:

City Commission discretion.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.



City of Bunnell, Florida

Agenda Item No. C.8.

Document Date: 9/13/2021 Amount: \$1,474,012
Department: Finance Account #:
Subject: Request to Approve American Rescue Plan Act Agreement 2021-17
Agenda Section: Consent Agenda:
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
American Rescue Plan Act	Cover Memo

Summary/Highlights:

American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund Agreement 2021-17

Background:

The Division of Emergency Management has sent an agreement for the American Rescue Plan Act (ARPA) related to COVID-19 recovery. ARPA was created for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic. The City of Bunnell has been allocated \$1,474,012 to be disbursed in 2 equal installments. The first installment will be paid as soon as the agreement is approved and the second installment will be 1 year following the first payment. There are restrictions on the use of the funding. The allowable use that staff is recommending is to allocate the funding to the WWTP project. This will reduce the amount of funding that has to be borrowed for the project.

Staff Recommendation:

Approve the ARPA agreement.

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Approve the ARPA agreement.

City Manager Review/Recommendation:

Approved.

Agreement Number: Y5040
Unique Identifier Code: FL0040

**AMERICAN RESCUE PLAN ACT
CORONAVIRUS LOCAL FISCAL RECOVERY FUND AGREEMENT**

This Agreement is entered into by and between the State of Florida, Division of Emergency Management (the "Division") and Bunnell, City of (the "Non-Entitlement Unit" or "Recipient").

RECITALS

- A. Section 9901 of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, §9901) added section 603(a) to the Social Security Act ("ARPA"), which created the Coronavirus Local Fiscal Recovery Fund for the purpose of providing funds to local governments in order to facilitate the ongoing recovery from the COVID-19 pandemic ("Fiscal Recovery Funds"); and
- B. Following the enactment of ARPA, the U.S. Department of the Treasury ("Treasury" or "Secretary") released formal and informal guidance regarding implementation of ARPA, including the disbursement and expenditure of Fiscal Recovery Funds, including Treasury Interim Final Rule, 31 CFR pt. 35, 2021, attending rule guidance published in the Federal Register, Volume 86, No 93,¹ and informal guidance made publicly available by Treasury, which may be amended, superseded, or replaced during the term of this Agreement ("Treasury Guidance"); and
- C. ARPA allocated **\$7,105,927,713.00** for making payments to metropolitan cities, non-entitlement units of local government, and counties in Florida, 21% of which is to be paid directly to metropolitan cities in Florida, 59% of which was paid directly to counties in Florida, and 20% of which is to be paid to the State of Florida for distribution to non-entitlement units of local government; and
- D. The Secretary disbursed **\$5,689,502,590.00** of these funds directly to metropolitan cities and counties; and
- E. A remaining balance of **\$1,416,425,123.00** was reserved for the State of Florida to disburse to non-entitlement units of local government; and
- F. The Division has received these funds from the Secretary through the State of Florida in accordance with the provisions of ARPA; and
- G. Pursuant to the provisions of ARPA, the Division is the state entity responsible for disbursing the funds to the Recipient under this Agreement; and
- H. The Recipient is fully qualified and eligible to receive this funding in accordance with ARPA for the purposes identified therein.

Therefore, in consideration of the mutual promises, terms and conditions contained herein, the Division and the Recipient agree as follows:

- (1) **RECITALS.** The foregoing recitals are true and correct and are incorporated herein by reference.
- (2) **TERM.** This Agreement shall be effective **upon execution** and shall end on **December 31, 2024**, unless terminated earlier in accordance with the provisions of this Agreement. Upon expiration or termination of this Agreement for any reason, the obligations which by their nature are intended to survive expiration or termination of this Agreement will survive.
- (3) **FUNDING.** The State of Florida, through the Division, will make a disbursement of each non-entitlement unit of local government's allocation based on the list of non-entitlement units published by Treasury and based upon the State's calculation of the Recipient's proportional share of the total population of all non-entitlement units in the State. The total Fiscal Recovery Funds allocation for Recipient under this Agreement is **\$1,474,012.00**.
- (4) **USE OF FISCAL RECOVERY FUNDS**
 - a. The State, through the Division, will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make an initial disbursement to the non-entitlement

¹ <https://www.regulations.gov/document/TREAS-DO-2021-0008-0002> | Federal Register, Vol. 86, No. 93, Pg. 26786 ("Federal Register")

- unit of local government of 50% of the total amount allocated to the non-entitlement unit.² Not earlier than 12 months from the date upon which the State makes the initial disbursement, the Secretary is expected to release the Second Tranche amount to the State. The State will—within 30 days of receiving payment from the Secretary, or within such other time period as may be permitted by the Secretary—make a second disbursement to the non-entitlement unit of local government.
- b. Recipients may use payments for any expenses eligible under ARPA Coronavirus State and Local Fiscal Recovery Funds. Payments are not required to be used as the source of funding of last resort.
 - c. ARPA requires that Fiscal Recovery Funds may only be used to cover expenses incurred by the non-entitlement unit of local government by December 31, 2024³, such as:
 - i. to respond to the public health emergency with respect to COVID-19 or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
 - ii. to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the non-entitlement unit of local government that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;
 - iii. for the provision of government services to the extent of the reduction in revenue of such non-entitlement unit of local government due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year of the non-entitlement unit of local government; or
 - iv. to make necessary investments in water, sewer, or broadband infrastructure.
 - d. As specified in the Treasury Guidance, Eligible Use of Fiscal Recovery Funds falls under four categories, including (1) Public Health and Economic Impacts, (2) Premium Pay for Essential Workers, (3) Revenue Loss, and (4) Investments in Infrastructure.
 - i. Public Health and Economic Impacts: Examples of eligible uses of Fiscal Recovery Funds under this category include, but are not limited to:
 - 1. COVID-19 Mitigation and Prevention expenses, such as vaccination programs, medical care, testing, personal protective equipment (PPE), and ventilation improvements;⁴
 - 2. Medical expenses, including both current expenses and future medical services for individuals experiencing prolonged symptoms and health complications from COVID-19;⁵
 - 3. Payroll expenses for public safety, public health, health care, human services, and other similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19;⁶
 - 4. Efforts to remedy the economic impact of the COVID-19 public health emergency on households, individuals, businesses, and state, local, and tribal governments;⁷ and
 - 5. Efforts to remedy pre-existing economic disparities which were exacerbated by the COVID-19 public health emergency.⁸
 - ii. Premium Pay: Fiscal Recovery Funds may also be used to provide premium pay to essential workers, per Treasury Guidance's definition of "essential work."⁹ Examples of essential workers include, but are not limited to:
 - 1. Staff at nursing homes, hospitals, and home care settings;
 - 2. Workers at farms, food production facilities, grocery stores, and restaurants;
 - 3. Janitors, truck drivers, transit staff, and warehouse workers
 - 4. Public health and safety staff;
 - 5. Childcare workers, educators, and other school staff; and

² "First Tranche Amount," American Rescue Plan Act of 2021, H.R. s. 601(b)(7) "Timing"

³ <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

⁴ See Federal Register, pg. 26790.

⁵ *Id.*

⁶ *Id.* at 26791

⁷ *Id.* at 26791-26797

⁸ *Id.*

⁹ *Id.* at 26797

6. Social service and human services staff.¹⁰
- iii. Revenue Loss: Recipients may use Fiscal Recovery Funds for the provision of government services to the extent of the reduction in revenue experienced due to the COVID-19 Public Health Emergency.¹¹
- iv. Investments in Infrastructure: Treasury Guidance specifies that Fiscal Recovery Funds may be used to improve access to clean drinking water, improve wastewater and stormwater infrastructure systems, and provide access to high-quality broadband services.¹²
- e. Additional guidance regarding eligible uses of Fiscal Recovery Funds, as well as impermissible uses (including for pensions or to offset revenue losses from tax reductions) is set forth in Treasury Guidance.

(5) LAWS, RULES, REGULATIONS, AND POLICIES

- a. Performance under this Agreement is subject to the applicable provisions of 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" including the cost principles and restrictions on general provisions for selected items of cost.
 - i. The following 2 CFR policy requirements apply to this assistance listing¹³:
 - Subpart B, General provisions;
 - Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards;
 - Subpart D, Post Federal; Award Requirements;
 - Subpart E, Cost Principles; and
 - Subpart F, Audit Requirements.
 - ii. The following 2 CFR policy requirements also apply to this assistance listing: 2 C.F.R. Part 25, Universal Identifier and System for Award Management; 2 C.F.R. Part 170, Reporting Subaward and Executive Compensation Information; and 2 C.F.R. Part 180, OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement). The following 2 CFR Policy requirements are excluded from coverage under this assistance listing: For 2 C.F.R. Part 200, Subpart C; 2 C.F.R. § 200.204 (Notices of Funding Opportunities); 2 C.F.R. § 200.205 (Federal awarding agency review of merit of proposal); 2 C.F.R. § 200.210 (Pre-award costs); and 2 C.F.R. § 200.213 (Reporting a determination that a non-Federal entity is not qualified for a Federal award). For 2 C.F.R. Part 200, Subpart D, the following provisions do not apply to the SLFRF program: 2 C.F.R. § 200.308 (revision of budget or program plan); 2 C.F.R. § 200.309 (modifications to period of performance); C.F.R. § 200.305 (b)(8) and (9) (Federal Payment).
- b. In addition to the foregoing, the Recipient and the Division will be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment C. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(6) NOTICES

- a. All notices under this Agreement shall be made in writing to the individuals designated in this paragraph. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the new name, title and contact information of the new representative will be promptly provided to the other party, and no modification to this Agreement is required.
- b. In accordance with section 215.971(2), Florida Statutes, the Division's Program Manager will be responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Division's liaison

¹⁰ *Id.*

¹¹ *Id.* at 26799

¹² *Id.* at 26802

¹³ As defined in 2 C.F.R. § 200.1

with the Recipient. As part of his/her duties, the Program Manager for the Division will monitor and document Recipient performance.

- c. The Division's Program Manager for this Agreement is:

Erin White
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4458
Email: Erin.White@em.myflorida.com

- d. The name and address of the representative responsible for the administration of this Agreement is:

Melissa Shirah
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-815-4455
Email: Melissa.Shirah@em.myflorida.com

- e. The contact information of the representative of the Recipient is:

Authorized Representative: CATHERINE ROBINSON
Title: MAYOR
Address: Box 756
Telephone: 386-437-7500
Email: CROBINSON@Bunnellcity.us

(7) PAYMENT

- a. In order to obtain funding under this Agreement, the Recipient must file with the Division Program Manager information and documentation, including but not limited to the following:
- i. Local government name, Entity's Taxpayer Identification Number, DUNS number, and address;
 - ii. Authorized representative name, title, and email;
 - iii. Contact person name, title, phone, and email;
 - iv. Financial institution information (e.g., routing and account number, financial institution name and contact information);
 - v. Total NEU budget (defined as the annual total operating budget, including general fund and other funds, in effect as of January 27, 2020) or top-line expenditure total (in exceptional cases in which the NEU does not adopt a formal budget);
 - vi. Signed Assurances of Compliance with Title VI of the Civil Rights Act of 1964. (Attachment D); and
 - vii. Signed Award Terms and Conditions Agreement (Attachment E).
- b. Payment requests must include a certification, signed by an official who is authorized to legally bind the Recipient, which reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

(8) RECORDS

- a. As a condition of receiving state or federal financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.
- b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
- c. Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and (3) minutes of the meetings must be taken and promptly recorded.
- d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by Florida Statute, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection.

IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(9) AUDITS

- a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient must follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 CFR §200.49, "GAAP has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB).
- b. When conducting an audit of the Recipient's performance under this Agreement, the Division must use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 CFR §200.50, "GAGAS, also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits.
- c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of and strict compliance with this Agreement and with Section 603(c) of the Social Security Act, the Recipient will be held liable for reimbursement to the Secretary of all funds used in violation of these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Recipient of such non-compliance.
- d. The Recipient must have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor must state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.
- e. The Recipient must send copies of reporting packages required under this paragraph directly to each of the following:
 - i.

The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii.

The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

- f. Fund payments are considered to be federal financial assistance subject to the Single Audit Act and the related provisions of the Uniform Guidance.

(10) REPORTS

- a. The Recipient must provide the Secretary with periodic reports providing a detailed accounting of the uses of such funds by such non-entitlement unit of local government including such other information as the Secretary may require for administration of the Coronavirus Local Fiscal Recovery Fund. Concurrently, Recipients must provide to the Division a copy of the report given to the Secretary.
- b. Failure by Recipient to submit all required reports and copies may result in the Division's withholding of further payments until all such documents are submitted to the Division and deemed to be satisfactory.
- c. The Recipient must provide additional program updates or information if requested by the Division.

(11) LIABILITY.

Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein will be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.

(12) TERMINATION

- a. The Division may terminate this Agreement immediately for cause upon written notice to Recipient. Cause includes, but is not limited to, misuse of funds, fraud, non-compliance with ARPA, Treasury Guidance, or other applicable rules, laws and regulations, or failure by the Recipient to afford timely public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes.
- b. The Division may terminate this Agreement for convenience upon thirty (30) days' prior written notice to Recipient.
- c. In the event this Agreement is terminated, the Recipient must not incur new obligations for the terminated portion of this Agreement after it has received the notification of termination. The Recipient must cancel as many outstanding obligations as possible. Obligations incurred after receipt of the termination notice will be disallowed. The Recipient will not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, if and to the extent permitted by ARPA and Treasury Guidance, withhold payments to the Recipient for the purpose of set-off until the exact amount due the Division from the Recipient is determined and resolved.

(13) MISCELLANEOUS

- a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions

or any material changes will, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

- b. This Agreement must be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement will be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision is null and void to the extent of the conflict, and is severable, but does not invalidate any other provision of this Agreement.
- c. Any power of approval or disapproval granted to the Division under the terms of this Agreement will survive the term of this Agreement.
- d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.
- e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.
- f. The Recipient must comply with any Statement of Assurances incorporated as Attachment D.
- g. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.
- i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
- j. Any bills for travel expenses must be submitted in accordance with section 112.061, Florida Statutes.
- k. This Agreement, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Agreement.
- l. This Agreement may not be modified except by formal written amendment executed by both of the parties.
- m. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 603 of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fiscal Recovery Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA will be grounds for unilateral cancellation of this Agreement by the Division.
- n. The Recipient is subject to Florida's Government in the Sunshine Law (section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings must be publicly noticed, open to the public, and the minutes of all the meetings will be public records, available to the public in accordance with Chapter 119, Florida Statutes.
- o. All expenditures of state or federal financial assistance must be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.
- p. In accordance with section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specific agreement period.

- q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the Secretary.
- r. If the purchase of the asset was consistent with the limitations on the eligible use of Fiscal Recovery Funds provided by ARPA and Treasury Guidance, the Recipient may retain the asset. If such assets are disposed of prior to December 31, 2024, the proceeds would be subject to the restrictions on the eligible use of Fiscal Recovery Funds provided by ARPA.

(14) LOBBYING PROHIBITION

- a. 2 CFR §200.450 prohibits reimbursement for costs associated with certain lobbying activities.
- b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”
- c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.
- d. The Recipient certifies the following:
 - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Recipient must complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities.”
 - iii. The Recipient must require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose.
 - iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(15) REQUIRED CONTRACTUAL PROVISIONS

a. EQUAL OPPORTUNITY EMPLOYMENT

- i. In accordance with 41 CFR §60-1.4(b), the Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- 1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph 1(a)(ii) of this section and the provisions of subparagraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. COPELAND ANTI-KICKBACK ACT

- i. The Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

“Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.”

- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause in subsection b(i) above and such other clauses as the Secretary may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR § 5.12.

c. CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

d. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

“Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).”

e. SUSPENSION AND DEBARMENT

If the Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

- i. This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such the contractor is required to verify that neither the contractor, its principals (defined at 2 CFR § 180.995), nor its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- ii. The contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.
- iv. The bidder or proposer agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. BYRD ANTI-LOBBYING AMENDMENT

If the Recipient enters into a contract using funds authorized by this Agreement, then any such contract must include the following clause:

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Recipient."

(16) ATTACHMENTS. The parties agree to, and incorporate as though set forth fully herein, the following exhibits and attachments:

Exhibit 1	Funding Sources
Attachment A	ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification
Attachment B	Certification Regarding Lobbying
Attachment C	Program Statutes and Regulations
Attachment D	Statement of Assurances
Attachment E	Award Terms and Conditions

(17) LEGAL AUTHORIZATION. The Recipient certifies that its governing body has authorized the Recipient's execution of this Agreement and that the undersigned person has the authority to legally execute and bind the Recipient to the terms of this Agreement.

RECIPIENT

Bunnell, City of

By:

Name and title:

Date:

FEIN : 596000285

DUNS : 039896360

CATHERINE ROBINSON - MAYOR
9-13-2021

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

Exhibit 1

Funding Sources

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT, SUBJECT TO SECTION 215.97, FLORIDA STATUTES, CONSIST OF THE FOLLOWING:

State Project -

State awarding agency: Florida Division of Emergency Management

Catalog of State Financial Assistance title: Coronavirus State and Local Fiscal Recovery Funds (CSFRF)

Catalog of Federal Domestic Assistance number: 21.027

Amount of State Funding: \$1,474,012.00

Attachment A

ARPA Coronavirus Local Fiscal Recovery Fund Eligibility Certification

I, _____, am the Authorized Agent of Bunnell, City of (“Recipient”) and I certify that:

- 1. I have the authority on behalf of the Recipient to request fund payments from the State of Florida (“State”) for federal funds appropriated pursuant to section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2, Title VI (March 11, 2021).**
- 2. I have submitted to the State the Recipient’s Total Budget in effect as of January 27, 2020, as defined by the United States Department of the Treasury, the annual operating budget including general fund and other funds.**
- 3. I understand that the State will rely on this certification as a material representation in making grant payments to the Recipient.**
- 4. I acknowledge that the Recipient should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 603(a) of the Social Security Act.**
- 5. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury’s Inspector General, the Florida Division of Emergency Management, and the Florida State Auditor General, or designee.**
- 6. I acknowledge that the Recipient has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to de-obligate or offset any duplicated benefits.**
- 7. I acknowledge and agree that the Recipient shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.**
- 8. I acknowledge that if the Recipient has not obligated the funds it has received to cover costs that were incurred by December 31, 2024, as required by the statute, those funds must be returned to the United States Department of the Treasury.**
- 9. I acknowledge that the Recipient’s proposed uses of the funds provided as grant payments from the State by federal appropriation under section 603 of the Social Security Act will be used only to cover those costs that:**
 - a. to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;**
 - b. to respond to workers performing essential work during the COVID–19 public health emergency by providing premium pay to eligible workers of the metropolitan city, non-entitlement unit of local government, or county that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;**
 - c. for the provision of government services to the extent of the reduction in revenue of such metropolitan city, non-entitlement unit of local government, or county due to the COVID–19 public health emergency relative to revenues collected in the most recent full fiscal year of the metropolitan city, non-entitlement unit of local government, or county prior to the emergency; or**
 - d. to make necessary investments in water, sewer, or broadband infrastructure.**

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses during the period that begins on March 3, 2021 and ends on December 31, 2024.

By: Catharine Robinson

Signature:

Title: MAYOR

Date: 9-13-2021

Attachment B
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned Recipient, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Recipient, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Recipient understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: *CATHERINE ROBINSON*

Signature:

Title: *MAYOR*

Date: *9-13-2021*

Attachment C

Program Statutes and Regulations

42 U.S.C. 801 Social Security Act Title 31, Part 35, Code of Federal Regulations	Coronavirus State and Local Fiscal Recovery Funds Treasury Interim Final Rule
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Bunnell, City of

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: *CATHERINE ROBINSON*

Bunnell, City of

Address: *P.O. Box 756*

DUNS Number: 039896360

Taxpayer Identification Number: 596000285

Assistance Listing Number: 21.027

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient: Bunnell, City of

Authorized Representative:

Title: *MAYOR*

Date signed: *9/13/2021*

U.S. Department of the Treasury:

Authorized Representative:

Title: *MAYOR*

Date: *9/13/2021*

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and

Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are

determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.



City of Bunnell, Florida

Agenda Item No. F.1.

Document Date: 9/13/2021 Amount:
Department: Attorney Account #:
Subject: Resolution 2021-15 Joining the State of Florida and other Governmental Units as a Participant in the Memorandum of Understanding Implementing a Unified Plan Regarding the Opioid Epidemic.
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Proposed Resolution	Resolution
Exhibit A to Resolution 2021-15	Resolution

Summary/Highlights:

This is a request for the City to join the State of Florida and other Governmental Units as a Participant in the Memorandum of Understanding Implementing a Unified Plan Regarding the Opioid Epidemic.

Background:

The City of Bunnell is a plaintiff in the opioid class action lawsuit. At this time, the Attorney General's office is recommending that local governments in Florida join this Memorandum of Understanding. The vast majority of local governments have joined as it is understood that it is in the best interest of the local governments to do so.

Staff Recommendation:

Adopt Resolution 2021-15 Joining the State of Florida and other Governmental Units as a Participant in the Memorandum of Understanding Implementing a Unified Plan Regarding the Opioid Epidemic.

City Attorney Review:

Approved as to form and content.

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

RESOLUTION 2021-15

A RESOLUTION OF THE CITY OF BUNNELL FLORIDA, TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL UNITS AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN REGARDING THE OPIOID EPIDEMIC; PROVIDING FOR SEVERABILITY, CONFLICT; AND AN EFFECTIVE DATE.

WHEREAS, the City of Bunnell, Florida, has suffered harm from the opioid epidemic; and

WHEREAS, the City of Bunnell, Florida, recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida cities and counties have also filed an action In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (hereinafter, the "Opioid litigation"); and

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid-related litigation; and

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that the formal agreements implementing the Florida Plan will be entered into at a future date; and

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

NOW, THEREFORE, BE IT RESOLVED by the City of Bunnell City Commission the following:

Section 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the City of Bunnell and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

Section 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A".

Section 3. That the City of Bunnell is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

Section 4. That the City of Bunnell is hereby authorized to execute any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

Section 5. That the City Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

Section 6. The City Clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Resolution to the Florida League of Cities, Florida Association of Counties, Attorney General Ashley Moody c/o John M. Guard, The Capitol, PL-01, Tallahassee, FL 32399-1050.

Section 7. This Resolution shall take effect immediately upon its adoption

DULY PASSED AND ADOPTED by the City Commission of the City of Bunnell, Florida, at a regular meeting on this 27th day of September 2021.

City of Bunnell, Florida

Catherine D. Robinson, Mayor

Approved as to Form:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, CMC, City Clerk

Seal:

PROPOSAL
MEMORANDUM OF UNDERSTANDING

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based “best practices”;

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties’ agreements, enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties’ agreements.

A. Definitions

As used in this MOU:

1. “Approved Purpose(s)” shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. “Local Governments” shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. “Managing Entities” shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor (“DCF”) to manage the daily operational delivery of behavioral health services through a coordinated system of care. The singular “Managing Entity” shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. "Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at <https://allocationmap.iclaimsonline.com>.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at <https://www.census.gov>

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an

agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

B. Terms

1. **Only Abatement** - Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

- (a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County

or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

- (b) Regional Fund- The regional fund will be subdivided into two parts.
- (i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.
 - (ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.
 - (iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.
- (c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.
- (d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

- A. Years 1-6: 40%
- B. Years 7-9: 35%
- C. Years 10-12: 34%
- D. Years 13-15: 33%
- E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local

Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

- (a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.
- (b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.
- (c) Appointments State -
 - (i) The Governor shall appoint two Members.
 - (ii) The Speaker of the House shall appoint one Member.
 - (iii) The Senate President shall appoint one Member.
 - (iv) The Attorney General or her designee shall be a Member.
- (d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.
- (e) Term - Members will be appointed to serve a two-year term.
- (f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.
- (g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.
- (h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

- (i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.
- (j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

- (a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.
- (b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent

upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

Litigating Local Government Participation in the Settlement (by percentage of the population)	Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund
96 to 100%	10%
91 to 95%	7.5%
86 to 90%	5%
85%	2.5%
Less than 85%	0%

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

- (c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years):	\$1,000
Litigating Local Government Participation:	100%
City/County Fund (over 10 to 18 years):	\$150
Expense Fund (paid over 2 years):	\$15
Amount Paid to Expense Fund in 1st year:	\$7.5
Amount Paid to Expense Fund in 2nd year:	\$7.5
Amount that may be borrowed from Regional Fund in 1st year:	\$7.5
Amount that may be borrowed from Regional Fund in 2nd year:	\$7.5
Amount that must be paid back to Regional Fund in 3rd year:	\$5
Amount that must be paid back to Regional Fund in 4th year:	\$5
Amount that must be paid back to Regional Fund in 5th year:	\$5

- (d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*,

Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

- (e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution**- Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.



City of Bunnell, Florida

Agenda Item No. F.2.

Document Date: 9/13/2021 Amount:
Department: Finance Account #:
Subject: Final Public Hearing to consider the FY 2021/2022 Millage Rate: Resolution 2021-16
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Res 2021-16	Resolution

Summary/Highlights:

As required by State Statute, this is the final Public Hearing to consider the millage rate for FY 2021/2022. The millage rate being proposed is 7.4300 mils.

Background:

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

"The Tentative Millage Rate of 7.4300 is 23.26% greater than the computed rolled-back rate of 6.0281. The Rolled-Back Rate is the millage rate that will generate the same amount of ad valorem revenues as the prior year, less the value of new construction.

The increase is being proposed for several reasons but the highlights are; 1) The City can have a structurally balanced General Fund, meaning that recurring revenues are sufficient to meet recurring expenditures 2) The City has approved a contract to purchase land on Commerce Parkway as a site for a new City Hall and Police Department Headquarters 3) To address other repairs and improvements needed to other City facilities"

Public comment on the proposed millage rate and budget is also specifically required by statute.

Staff Recommendation:

Adopt Resolution 2021-16

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Adopt Resolution 2021-16

City Manager Review/Recommendation:

Reviewed and approved for agenda

RESOLUTION 2021-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA ADOPTING A FINAL MILLAGE RATE FOR THE LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2021-2022 ON ALL TAXABLE PROPERTY LOCATED WITHIN THE CITY OF BUNNELL OF FLAGLER COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Flagler County Property Appraiser has certified the quantity of taxable property within the City of Bunnell for Fiscal Year 2021-2022; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the City of Bunnell has been certified by the Flagler County Property Appraiser as of January 1, 2021; and

WHEREAS, the City Manager has delivered the Recommended Annual Operating Budget for FY 2021-2022 in accordance with Article IV, Section 4.04 of the City Charter; and

WHEREAS, the City Commission of the City of Bunnell, Flagler County, Florida, on September 13, 2021 adopted a tentative millage rate of 7.4300 following a public hearing as required by Florida Statute 200.065:

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

Section 1:

That the City Commission hereby adopts and imposes a final millage rate of 7.4300 for ad valorem taxation within the City of Bunnell, Flagler County, Florida for the 2021-2022 fiscal year. This final ad valorem tax shall be levied upon the 2021 Tax Assessment Roll for ad valorem tax on all taxable property located within the City of Bunnell and is to be used for the City's fiscal year beginning October 1, 2021 and ending September 30, 2022.

Section 2:

The ad valorem millage rate to be levied upon all taxable property located within the City of Bunnell is 23.26% greater than the computed rolled-back rate of 6.0281.

Section 3:

This resolution shall become effective immediately upon its adoption.

Adopted this 27th day of September 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, City Clerk, CMC

APPROVED AS TO FORM AND LEGALITY:

Vose Law Firm, City Attorney

Seal:



City of Bunnell, Florida

Agenda Item No. F.3.

Document Date: 9/13/2021 Amount:
Department: Finance Account #:
Subject: Final Public Hearing to consider the FY 2021/2022 Budget: Resolution 2021-17
Agenda Section: Resolutions: (Legislative):

ATTACHMENTS:

Description	Type
Res 2021-17	Resolution
Res 2021-17 Exhibit A	Resolution

Summary/Highlights:

As required by State Statute, this is the final Public Hearing to consider Resolution 2021-17, adopting the operating budget for FY 2021/2022.

Background:

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

"The Tentative Millage Rate of 7.4300 is 23.26% greater than the computed rolled-back rate of 6.0281. The Rolled-Back Rate is the millage rate that will generate the same amount of ad valorem revenues as the prior year, less the value of new construction.

The increase is being proposed for several reasons but the highlights are; 1) The City can have a structurally balanced General Fund, meaning that recurring revenues are sufficient to meet recurring expenditures 2) The City has approved a contract to purchase land on Commerce Parkway as a site for a new City Hall and Police Department Headquarters 3) To address other repairs and improvements needed to other City facilities."

Public comment on the budget is also specifically required by statute.

Staff Recommendation:

Adopt Resolution 2021-17

City Attorney Review:

Approved as to form and legality.

Finance Department Review/Recommendation:

Adopt Resolution 2021-17

City Manager Review/Recommendation:

Reviewed and approved for agenda

RESOLUTION 2021-17

A RESOLUTION OF THE CITY OF BUNNELL, FLAGLER COUNTY, FLORIDA; ADOPTING A FINAL ANNUAL OPERATING BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Bunnell, Flagler County, Florida, on September 13, 2021 adopted a tentative operating budget following a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City Manager of the City of Bunnell, Flagler County, Florida, has submitted to the City Commission of the City of Bunnell the Recommended Annual Operating Budget for FY 2021-2022, in the amount of \$29,678,521 (Twenty-Nine Million Six Hundred Seventy-Eight Thousand Five Hundred Twenty-One Dollars and 00/100), of which \$20,431,670 (Twenty Million Four Hundred Thirty-One Thousand Six Hundred Seventy Dollars and 00/100) is budgeted for expenditures and \$9,246,851 (Nine Million Two Hundred Forty-Six Thousand Eight Hundred Fifty-One Dollars and 00/100) is budgeted reserves; and

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

SECTION 1. The City Commission hereby adopts the Final Annual Operating Budget, attached hereto and by reference made a part hereof as Exhibit “A” for the City of Bunnell, Florida for the fiscal year beginning October 1, 2021 and ending September 30, 2022.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

ADOPTED this 27th day of September, 2021.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

ATTEST:

Kristen Bates, City Clerk, CMC

APPROVED AS TO FORM AND LEGALITY:

Vose Law Firm, City Attorney

FY2022 General Fund 001
 PREPARED: 9/16/2021
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
--	--------------------

REVENUES:

AD VALOREM TAXES (7.43 MILLS + DELINQUENT)	1,844,108
LOCAL OPTION TAXES	219,015
UTILITY SERVICE TAXES	453,431
COMMUNICATION SERVICES TAX	145,585
LOCAL BUSINESS TAXES	105,000
PERMITS & FEES	405,600
FRANCHISE FEES	260,000
FEDERAL GRANTS	700,000
STATE SHARED REVENUES	241,519
CHARGES FOR SERVICES	706,732
FINES	24,800
OTHER	45,002
INTERFUND TRANSFERS IN	216,271
TOTAL REVENUES:	<u>\$ 5,367,063</u>
CASH FORWARD:	<u>\$ 2,169,369</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 7,536,432</u></u>

EXPENDITURES:

LEGISLATIVE	210,952
EXECUTIVE	353,030
FINANCIAL & ADMINISTRATIVE	495,960
LEGAL	84,468
IT	117,393
MUNICIPAL COMPLEX	383,852
POLICE	1,504,678
COMMUNITY DEVELOPMENT	436,968
PUBLIC WORKS	1,474,452
FLEET MAINTENANCE	75,001
HEALTH SERVICES	24,624
PARKS & RECREATION	510,654
INTERFUND TRANSFERS OUT	64,400
TOTAL EXPENDITURES:	<u>\$ 5,736,432</u>
RESERVES:	<u>\$ 1,800,000</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 7,536,432</u></u>

FY2022 General Debt Service Fund 201
PREPARED: 9/16/2021
FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
--	--------------------

REVENUES:

INTERFUND TRANSFERS IN	<u>64,400</u>
TOTAL REVENUES:	\$ 64,400
CASH FORWARD:	<u>\$ -</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>64,400</u></u>

EXPENDITURES:

DEBT SERVICE	<u>64,400</u>
TOTAL EXPENDITURES:	\$ 64,400
RESERVES:	<u>\$ -</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>64,400</u></u>

FY2022 Impact Fee Fund 303
PREPARED: 9/16/2021
FINANCE: Shanea Stankiewicz

APPROVED BUDGET

REVENUES:

IMPACT FEES	<u>269,800</u>
TOTAL REVENUES:	\$ 269,800
CASH FORWARD:	<u>\$ 227,000</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u>\$ 496,800</u>

EXPENDITURES:

LAW ENFORCEMENT	84,800
PUBLIC WORKS/TRANSPORTATION	332,000
PARKS & RECREATION	<u>80,000</u>
TOTAL EXPENDITURES:	\$ 496,800
RESERVES:	<u>\$ -</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u>\$ 496,800</u>

FY2022 Water Fund 401
 PREPARED: 9/16/2021
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
--	--------------------

REVENUES:

WATER IMPACT FEES	247,750
CHARGES FOR SERVICES	1,785,683
PROPRIETARY NON-OPERATING SOURCES	<u>5,500</u>
TOTAL REVENUES:	\$ 2,038,933
CASH FORWARD:	<u>\$ 3,464,876</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 5,503,809</u></u>

EXPENDITURES:

WATER DEPARTMENT	2,083,888
INTERFUND TRANSFERS OUT	<u>73,735</u>
TOTAL EXPENDITURES:	\$ 2,157,623
RESERVES:	<u>\$ 3,346,186</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 5,503,809</u></u>

FY2022 Solid Waste Fund 402
 PREPARED: 9/16/2021
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
--	--------------------

REVENUES:

PERMITS AND FEES	51,100
CHARGES FOR SERVICES	940,000
INTEREST & MISC. INCOME	<u>1,000</u>
TOTAL REVENUES:	\$ 992,100
CASH FORWARD:	<u>\$ 649,500</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 1,641,600</u></u>

EXPENDITURES:

SOLID WASTE	856,918
INTERFUND TRANSFERS OUT	<u>45,200</u>
TOTAL EXPENDITURES:	\$ 902,118
RESERVES:	<u>\$ 739,482</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 1,641,600</u></u>

FY2022 Sewer Fund 404
 PREPARED: 9/16/2021
 FINANCE: Shanea Stankiewicz

	APPROVED BUDGET
--	--------------------

REVENUES:

IMPACT FEES	354,750
CHARGES FOR SERVICES	1,971,010
PROPRIETARY NON-OPERATING SOURCES	<u>8,433,384</u>
TOTAL REVENUES:	\$ 10,759,144
CASH FORWARD:	<u>\$ 3,672,697</u>
TOTAL REVENUES PLUS CASH FORWARD:	<u><u>\$ 14,431,841</u></u>

EXPENDITURES:

SEWER DEPARTMENT	10,976,961
INTERFUND TRANSFERS OUT	<u>97,336</u>
TOTAL EXPENDITURES:	\$ 11,074,297
RESERVES:	<u>\$ 3,357,544</u>
TOTAL EXPENDITURES PLUS RESERVES:	<u><u>\$ 14,431,841</u></u>

City Manager's Monthly Report



Dr. Alvin B. Jackson, Jr.
City Manager
For August 2021

Published: September 2021

City Commission Mission Statement

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

A hand holding a blue marker next to the text "WHY ARE WE HERE?". The text is written in a blue, hand-drawn font.

Core Values

The following are the core values for the City of Bunnell:

- Loyalty to the team, the objectives, and the mission.
- Teamwork. Cultivate a “we environment.” - Be passionate team player.
- Communication. Share information freely, maintain an on-going dialog.
- Respect individual strengths; Embrace diversity.
- Empathy. Care about people.
- Always determine what is important to team members.
- Honor everyone. Demonstrate respect for all persons.
- Say “thank you.” Show appreciation in every way possible.
- Self-Control. Stay open, ask questions & maintain clam demeanor in the face of every challenge.
- Have a forgiving spirit.
- Professionalism always. Maintain a positive attitude & a pleasing personality.
- Cultivate creativity.
- Seek great personal satisfactions in helping others succeed.
- Be an active listener– quick to hear, slow to speak.
- Be a person of fairness & justice to all.
- Have an action plan, including results oriented goals with measurable outcomes.
- Create a culture of warmth & belonging, where everyone is welcome.
- Have fun; create an environment where employees can think big & excel.
- Integrity: to be honest, open, ethical & fair.
- Fiscal accountability: to be good stewards of agency funds.

Mission Statement

The City of Bunnell will provide its residents, businesses, visitors, partners and staff with value centric leadership to create a safe, sustainable, attractive, strong and vibrant community while building on our rich heritage as the foundation to improve the City's economic future and to achieve the highest possible quality of life for the overall community through the exemplary services we provide.

Vision Statement

The City of Bunnell commits to building on its heritage, while enhancing a high quality of life for all its citizens. We pledge to work in collaboration with our residents and business community to foster pride in the City, develop a vibrant and diverse economy and a thoughtful plan for the future.

The City of Bunnell declared a local state of emergency on March 18, 2020.

On July 9, 2020, the City Commission adopted Emergency Resolution 2020-20 Requiring the wearing of Face Coverings in Public Places. There has been no change to this Resolution.

Due to the continued rising COVID cases, the City continues to offer hybrid Virtual City Meetings to help lessen the spread of COVID. All voting members of the board are physically present in one location and staff and public are participating virtually.

There is limited space for public to attend a City meeting in person. If you wish to attend a City meeting in person, please contact the City Clerk Office to reserve one of the limited seats. If attending in person, masks may be required.

Join Zoom Meeting via INTERNET CONNECTION:

<http://bunnellcity.us/meeting>

OR click the Virtual Meeting banner on the City website www.bunnellcity.us

OR open via the Zoom App

Meeting ID: 944 464 2817

OR TO JOIN VIA TELEPHONE (AUDIO) ONLY:

+1 253 215 8782 US

+1 301 715 8592 US

Meeting ID: 944 464 2817

All residents and businesses are urged to continue to follow Florida Department of Health and CDC guidance, to include:

- **Wearing cloth face coverings when out in public**
- **Practicing aggressive social distancing at all times – people should keep a minimum of 6 feet of space between one another**
- **Frequent hand washing for at least 20 seconds, or use an alcohol-based (at least 60% alcohol) hand sanitizer when soap and water are not available**
- **Avoiding close contact with people who are, or may be, sick**

Park Updates, Facility Rentals and Garage Sale Permits

All City parks are open. Parks operate during daylight hours (ie. dawn to dusk).

Certain facilities, such as water fountains are still considered off limits due to the pandemic and constant disinfection of these facilities is not possible.



The City is accepting applications for the rental of parks and rental facilities. Applicants are required to turn in a completed rental application AND include a COVID/Social Distancing plan or measures that will be taken with the application. If no plan is provided, the rental will not be approved.

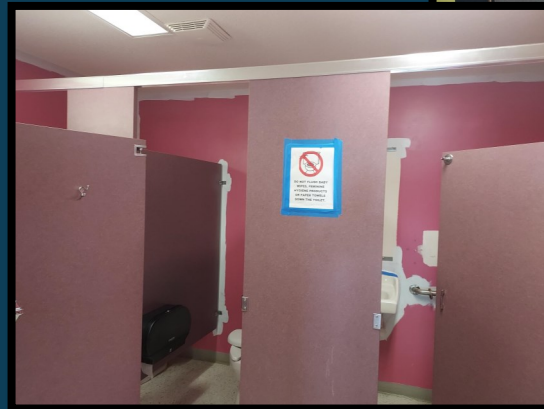
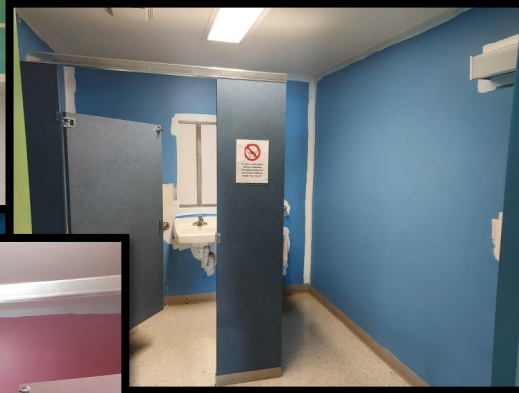
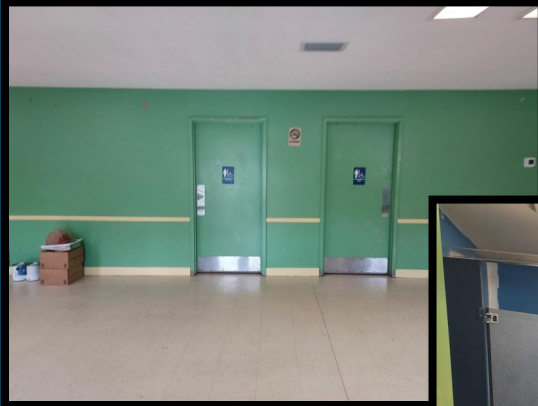
Coquina City Hall located at 200 S. Church Street is not currently available to rent.

Garage Sale Permits: The City is accepting requests for Garage Sale Permits. Residents need to make their request to the Utility Billing Department and provide a COVID/Social Distancing Plan.

Per the City Code of Ordinance, there is a limit on the total number of garage sale permits that can be issued to a property/address point in a calendar year.

Versie Lee Mitchell Community Center

At the end of August the Versie Lee Mitchell Community Center underwent a much need interior facelift. Over the last few years, the facility has sustained minor damages from rentals. The Parks and Recreation Crew worked extra days to start giving this facility the attention it needs to become a better facility for citizens to rent and use.



BEFORE



AFTER

Information Technology

Like many vendors, the new telecom company is experiencing delays in receiving goods and materials. The telephones we ordered as part of this service have been backordered. The vendor has offered an upgraded phone which they evidently have in stock to replace the phones we have been waiting on. These new phones have shipped. We should be porting to the new system soon.

Received the equipment from Verizon for the Automatic Vehicle Location (AVL) project. Fleet has been installing and activating the equipment. It has all been installed. Staff is currently going through training offered by Verizon and will be tweaking the system to get the information needed from the system.

Received equipment, and completed the wiring of Suite 4 for Administration. Currently we are waiting for the contractor to finish the interior renovations on the system. Tentatively the copier and telephones are scheduled to be relocated on September 13. ADT has completed the installation of the alarm system as well.

Chief Foster and I met with the CIO for the County. They are providing internet access, access control, and security cameras to the PD for the time they will be located on County property. The trailer has been ordered, and expected to be delivered the end of October.

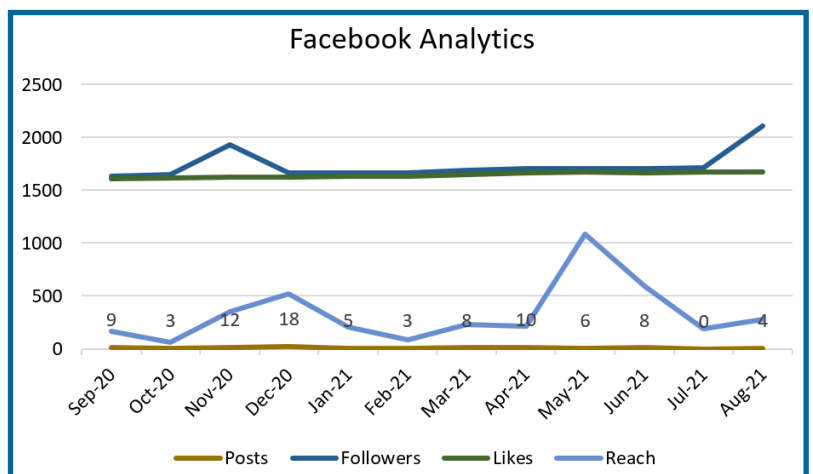
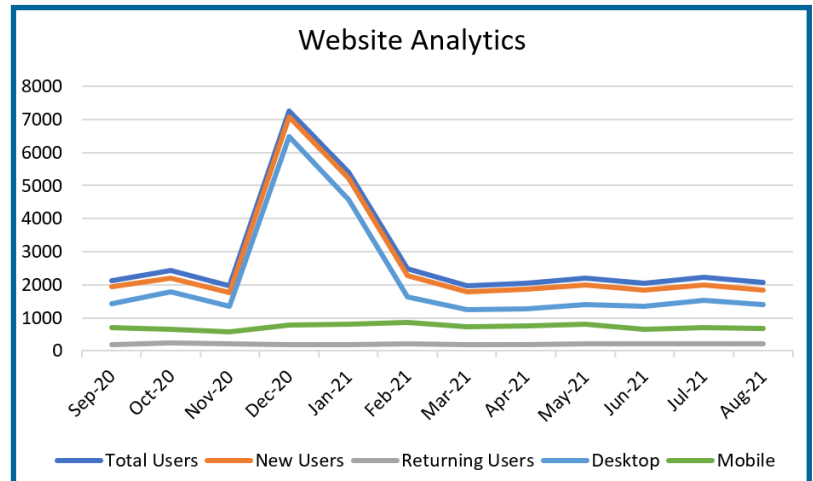
With the possible selling of the property at 201 W. Moody Blvd. we will need to relocate our servers while still making them accessible for our users. The most stable building we have right now is the water plant. It has a communications room, and backup generator, AC, etc. To accommodate the equipment rack, and the UPSs we utilize on the servers, an electrical contractor has been hired to add a couple receptacles in the communications room. Also working with Spectrum on an internet bandwidth upgrade for the plant.

Still awaiting the cameras for JB King. The global chip shortage is really causing an issue for vendors.

Finally received 4 replacement laptops for the PD. These were ordered in June. Installed the necessary software, and deployed them to the officers.

Top 10 web pages:

- | | |
|-----------------------|---------------------|
| 1. Home Page | 6. Police |
| 2. Building Permits | 7. Community |
| 3. Open Positoins | 8. Human Resources |
| 4. Agendas | 9. Volunteer Boards |
| 5. Contacts Directory | 10. City Commission |



City Clerk Office

The City Clerk Office published agendas for all the City's Public meetings, - 5 City Commission Meetings or Workshops. The agenda for the Code Enforcement Board Meeting was published. The Planning, Zoning and Appeals Board Meeting was cancelled due to a lack of items to hear and a cancellation agenda was published. The City Clerk office continues to spend a minimum of an additional 2 hours per meeting for COVID work that is done pre and post meetings.

The Clerk's Office also worked on the following issues throughout the month:

- Participation in COVID Uniform Messaging Multi-Jurisdictional Task Force.
- Working on continuing facility repair issues- Public Works Yard, Lake Lucille Electrical, on-going HVAC failures at 201 W. Moody Blvd. during the month and Versie Lee Mitchell repair and painting project.
- Working on getting alternate work space ready to occupy.
- Working with other departments on the RFP for the sale of the property at 201 West Moody Blvd.
- Working with the Supervisor of Elections for the 2022 Municipal Elections.
- Preparing for and hosting the Annual Ethics Training for Elected Officials and other Volunteer Board Members.
- Going through official records to get ready to destroy those eligible for destruction per State guidelines.

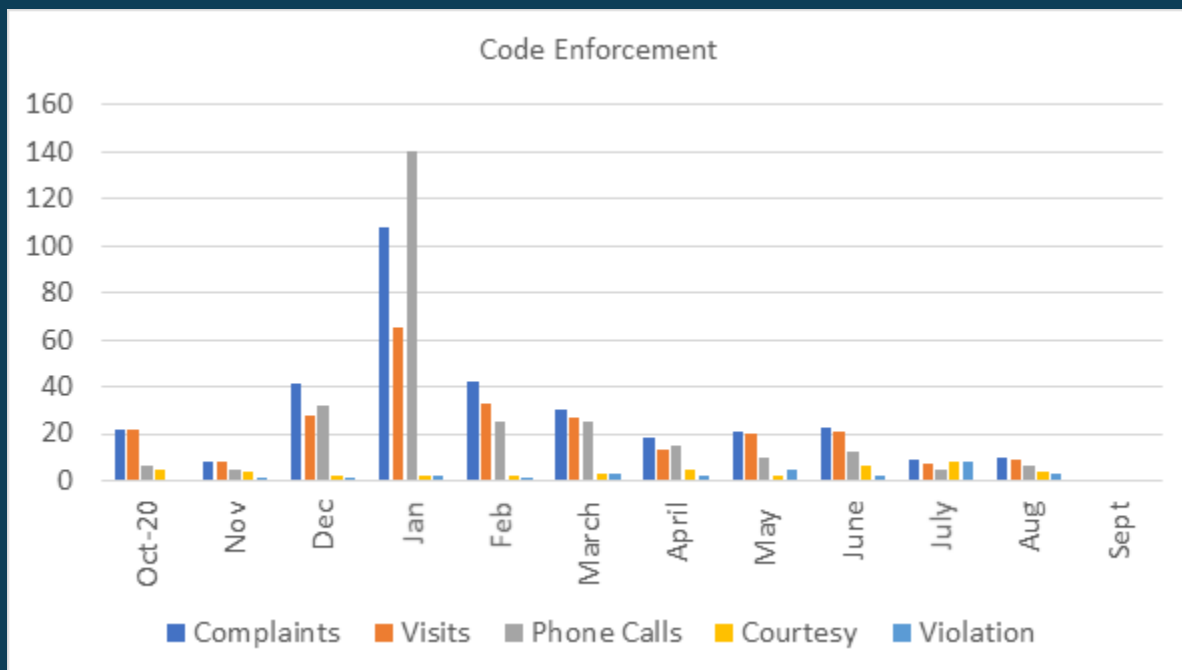
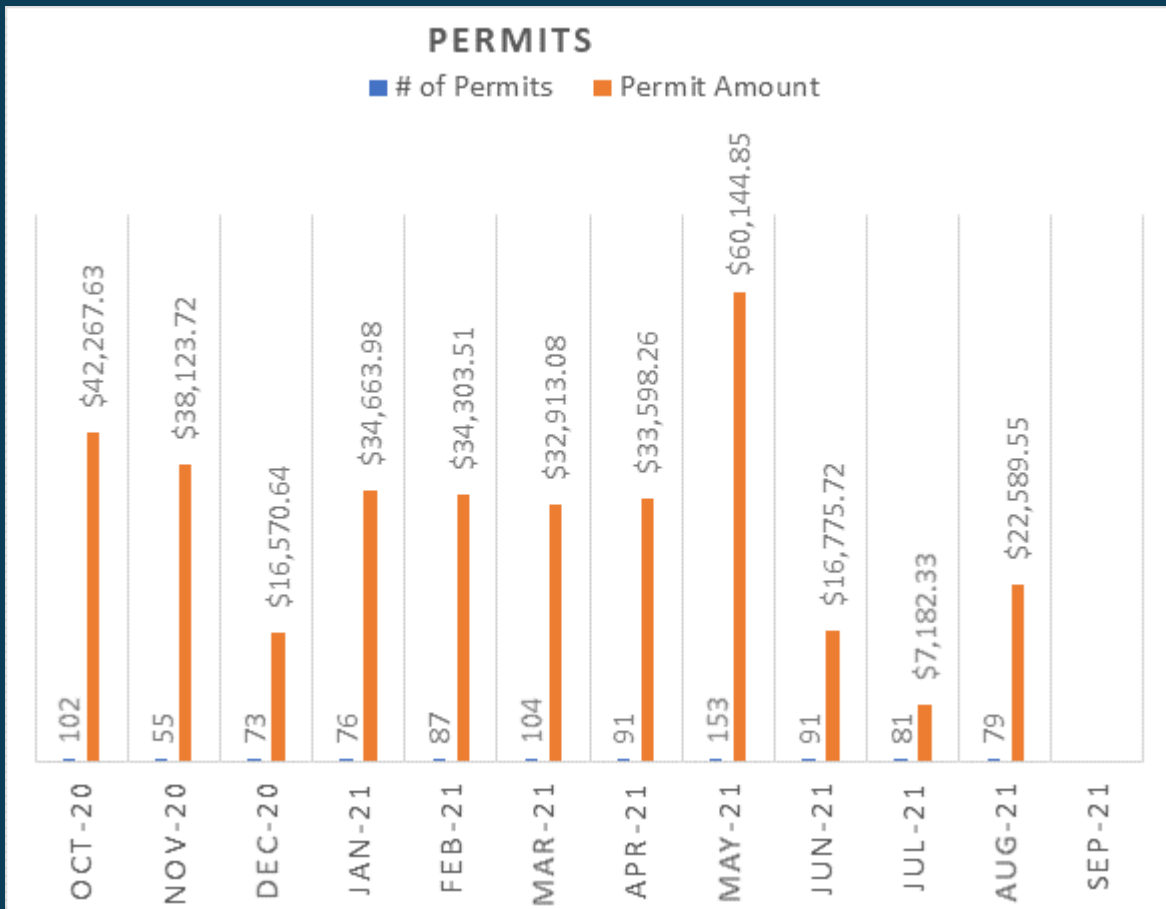
Business Tax Receipts (BTRs)

It is Business Tax Receipt (BTR) Renewal season. Since 2013, the City has had an Interlocal Agreement with the Flagler County Tax Collector Office for processing BTR renewals. The Flagler County Tax Collector Office sent out the FY 21/22 notices or e-mails in July. The City renewed BTRs for 1,137 businesses. This does not include those who were in the process of obtaining their initial BTR at the time all renewal information was provided to the County.

Businesses need to pay their FY21/22 BTR fees through the Flagler County Tax Collector Office by September 30, 2021. Florida Statute and the City's Code of Ordinance require penalties be added to a BTR if not paid by September 30th. The required penalties are as follows: 10% October 1st ; 15% November 1st; 20% December 1st; and 25% January 1st.

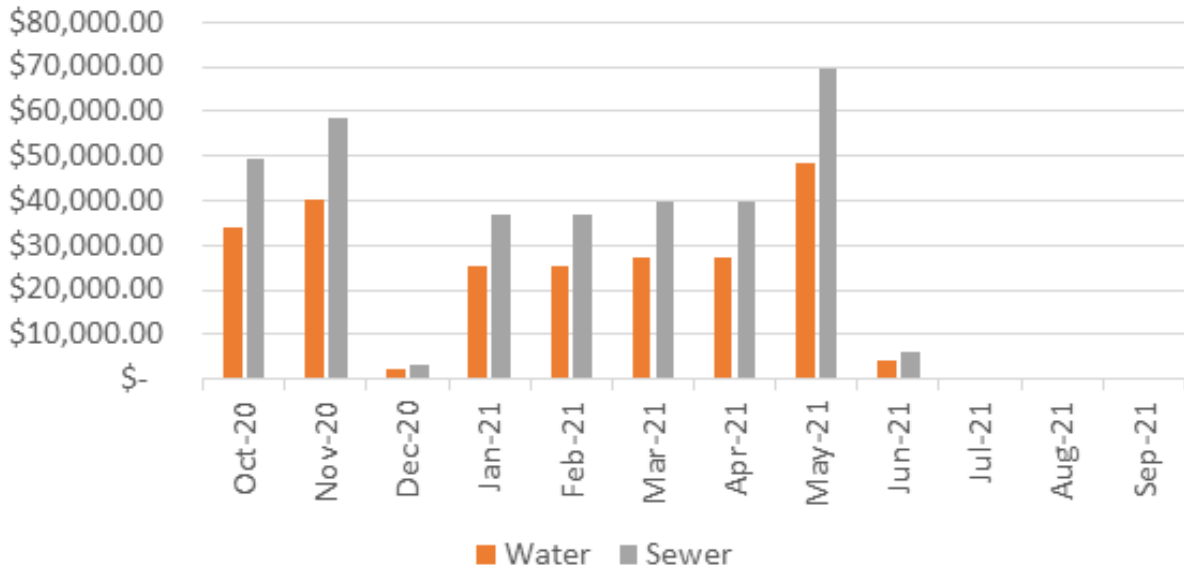
Any business who has questions about their BTR should call 386-437-7500 x 5

Community Development

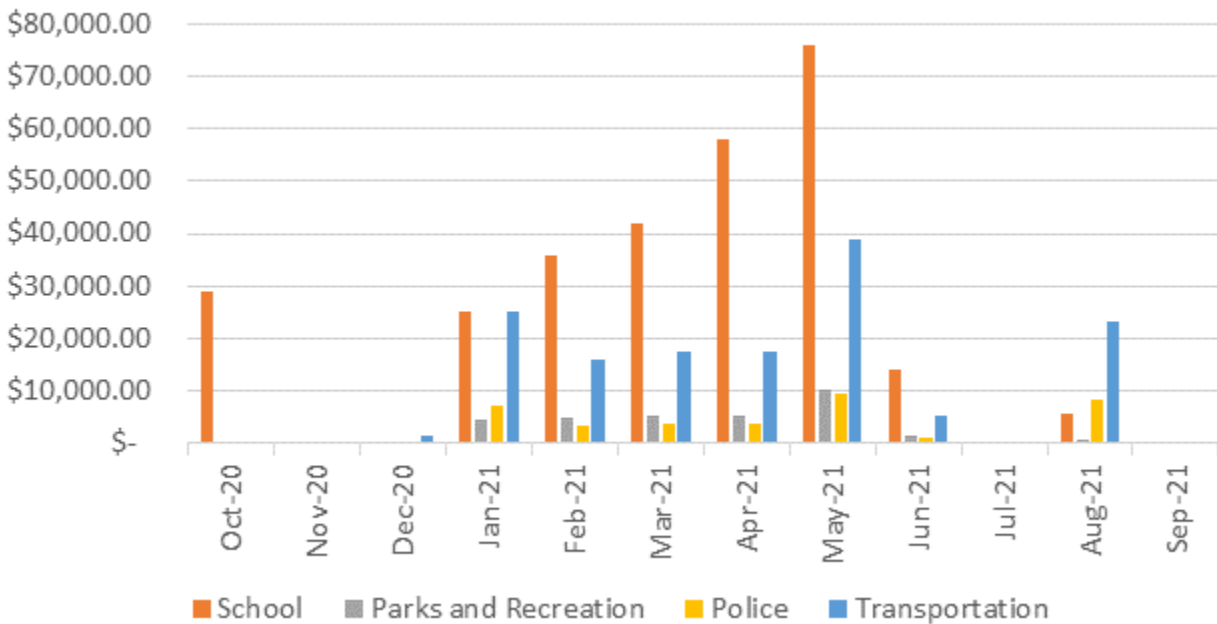


Community Development

Impact fees Water/Sewer



Impact Fees General Fund



Projects

Grant Projects:

Grant Amt

Community Development Block Grant (CDBG):

\$700,000

CDBG Procurement Policy Ordinance revision 1st reading approved August 23rd Commission Meeting. 2nd reading on September 13th agenda. RFP in process for Grant Administration.

Hazard Mitigation Grant Program (HMGP):

\$138,070

Order for generators has been placed. Estimated delivery pushed to October 2021.

2022 REDI - Sewer Slip Lining Rehabilitation - Phase 4:

\$500,000

Agreement approved and executed at the August 23rd Commission Meeting.

Master Plan Projects:

Funding Amt

WWTP Rehab/Expansion Construction Funding:

USDA / SRF Loan

\$12,000,000

Project plans and specs have been approved for funding.

Water Protection Grant Funding

\$7,080,000

This grant funding opportunity became available through Florida Department of Environmental Protection's Protect FL Together program. The amount applied for is 50% of the estimated construction cost with a required 50% local match. Could be used with SRF loan if awarded both.

Application submitted.

Wastewater Treatment Plant Rehab/Expansion Design:

\$1,000,000

Design complete.

Infrastructure

New water meter installations August 2021

Residential: 13 new installations

Total billed meters: 2,035

Police Department



Chief Foster, Sgt. Mortimer and Cpl. Groth represented the City of Bunnell Police Department at the funeral for Daytona Police Officer Jason Raynor.

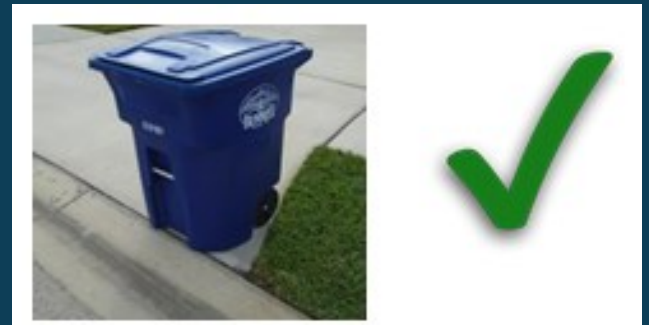
Rest in Peace Office Raynor

Solid Waste

SERVICE	AMOUNT COLLECTED	TRUCK LOADS
Residential Garbage	134.88 Tons	10.37
Residential Recycle	22.60 Tons	1.73
Yard Waste	35 Yards	1.75
Commercial Garbage	171.08 Tons	13.16
Commercial Cardboard	24.16 Tons	1.85
Scrap Metal	0	0
Construction & Demolition and Bulk debris	27.50 Tons	7.85

Cart Placement Regulations and Guidelines

- ⇒ Face lid opening of cart toward the street (handles & wheels facing house)
- ⇒ Place front of cart within 3 feet of street edge
- ⇒ Allow 2 feet of clearance on each side of cart
- ⇒ Do NOT fill carts with construction debris, dirt or yard waste
- ⇒ Yard waste- compact PILES no larger than 6'x6'x6'; No string, plastic ties, hoses, bags or other debris with yard waste.
- ⇒ It is recommended to place carts out the night before. The driver is not able to turn around if your cart is not out when the truck is on your street.
- ⇒ Do not place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.





RESIDENTIAL SOLID WASTE SERVICE INFORMATION

QUESTIONS? CALL 386-437-7500

SCHEDULE:

City (Not in Grand Reserve):

MONDAY: YARD WASTE (ONE pile only)

TUESDAY: GARBAGE in cart

WEDNESDAY: RECYCLING

FRIDAY: GARBAGE in cart

FRIDAY: BULK ITEMS

Grand Reserve:

MONDAY: GARBAGE in cart

MONDAY: YARD WASTE (ONE pile only)

WEDNESDAY: RECYCLING

THURSDAY: GARBAGE in cart

FRIDAY: BULK ITEMS

YARD WASTE RULES:

- Compact PILES no larger than 6'x6'x6'
- No string, plastic ties, hoses, bags or other debris should be included with yard waste
- ONLY 6 yard per month is FREE
- If a contractor is hired for tree removal and leaves the debris at the right of way, the City is obligated to remove the hazard from the right of way and charge for the pick-up

CART PLACEMENT: USE CITY ISSUED CARTS ONLY

- Face lid opening of cart toward the street (handles & wheels facing house)
- Place front of cart within 3 feet of street edge allowing 2 feet of clearance on each side of cart
- **Do NOT** fill carts with construction debris, dirt or yard waste
- **Do NOT** place carts near parked cars, fences, mailboxes, trees, other carts, or any other obstruction that could interfere with the truck picking up your cart.
- **DO** place them within 3 feet of the paved street.
- It is recommended to place carts out the night before. The driver will not turn around if your cart is not out when the truck has passed your house.
- Drivers do not exit the truck to handle debris left on the ground or piled on top of cart.



PROPER PLACEMENT ON DRIVEWAY



DO NOT PLACE IN ROAD

BULK PICK UP: TO SCHEDULE CALL 386-437-7500 x 3

For bulk pick-ups, please call BEFORE the pick-up day to ensure your work order will be completed.

- There are **NO** charges to pick up residential furniture such as mattresses, couches, rugs, etc.
- There **ARE** charges for tires
- There **ARE** charges for construction materials– doors, wood, cabinets, pallets, drywall, tile, pavers, etc.
- There **ARE** charges for appliances and fixtures- TVs, toilets, washer/dryer, hot water heater, fridges, etc.
- There **ARE** charges for household clean out/move out piles

THESE WILL AFFECT ABILITY TO PICK UP:

- Carts facing the wrong direction
- Debris piled too high on cart; lid needs to be able to close
- Placed too close to mailbox, another cart, car or obstruction
- Using non-City issued carts



WRONG DIRECTION



DEBRIS IN CART TOO HIGH



TOO CLOSE TO OBSTRUCTION

GENERAL NOTE:

- **DO NOT STORE** items you DO NOT WANT PICKED UP - such as sports equipment or piles being hauled away by a contractor at a later date - on or near the road. For safety reasons, the City is obligated to remove all debris and items left in the right-of-way. If it is an item that is considered bulk, excessive yard waste or any other chargeable item, it will be added to your utility bill.

RECYCLING SERVICE INFORMATION

The Following are the only items to be placed in the Recycling (Yellow lidded) Carts:

- CLEAN Cardboard, Shipping Boxes and pantry food type storage boxes free from food residue and plastic bags/windows
- Aluminum Products such as cans, bottles, pans, etc.- free from food residue



ABSOLUTELY NO:

- ~ Pizza boxes
- ~ Newspaper, Magazines & Junk Mail
- ~ Paper and tissue paper
- ~ Glass
- ~ Plastics, Plastic bottles, Plastic Bags
- ~ Milk or Juice Cartons
- ~ Light bulbs or other fluorescents

In accordance with the City's Solid Waste Code and Fee Resolution, failure to follow recycling guidelines may result in a recycling contamination fee being assessed to the utility account

Solid Waste Fiscal Year Comparisons

	FY 18/19	FY 19/20	FY 20/21 (as of 6/30/2021)
Commercial Solid Waste	2040.30 Tons	1960.54 Tons	1468.91 Tons
Residential Solid Waste	1236.09 Tons	1380.89 Tons	1156.07 Tons
Cardboard & Recycle	451.28 Tons	585.98 Tons	476.26 Tons
Yard Waste	1322.57 Yards	1593.00 Yards	920 Yards
Construction & Debris (C&D)	405.66 Tons	315.51 Tons	483.07 Tons
Scrap/Misc.	122.20 Tons	12.789 Tons	2.28 Tons
Yearly Total	5578.10	5848.71	4506.59