



Freeport City Council
September 13, 2016
Regular Council Meeting
Package



City of Freeport
REGULAR COUNCIL MEETING
9:00 a.m./Council Chambers/Freeport City Hall
September 13, 2016 Agenda

- I. Meeting Called to Order**
- II. Invocation and Pledge of Allegiance**
- III. Recognition of Guests**
- IV. Approval of Past Minutes**
 - August 25, 2016 Regular Council Meeting Minutes (Attached) **TAB 1**
- V. Consideration of Additions/Deletions to Agenda**
- VI. Approval of Agenda with Additions/Deletions**
- VII. Staff Reports**
 - A. City Clerk Matters
 1. Purchasing Policy (Attached) **TAB 2**
 2. RFQ for Legal Services (Attached) **TAB 3**
 3. Request Approval to Advertise for City Accountant (Attached) **TAB 4**
 4. Request Approval of Employee Promotional Advancements (Attached) **TAB 5**
 - B. Staff Accountant
 1. Pay all bills in order
 - C. Planning & Zoning Dept.
 - D. Legal Matters
 1. Amendment to the Traffic Signal Maintenance and Compensation Agreement (Attached) **TAB 6**
 - E. Engineering
 1. Engineering Updates (Attached) **TAB 7**
 2. Sludge Drying Beds Award Recommendation (Attached) **TAB 8**
 - F. Water Dept.
 - G. Sewer Dept.
 1. Councilwoman McLean
 - Advance Pay and Release from work the two employees who are retiring (Attached) **TAB 9**
 - Bids for Waste Water Treatment Plant Office (Attached) **TAB 10**
 - New Price Sheets for Water and Sewer (Attached) **TAB 11**
 - H. Parks Dept.
 1. Approve Freeport Youth Sports Organization Waiver of Fees Agreement (Attached) **TAB 12**
 2. Approve the Freeport Area Youth Football Team Waiver of Fees Agreement (Attached) **TAB 13**
 3. Freeport Recreation Committee Resolution (Attached) **TAB 14**
- VIII. Old Business**
- IX. New Business**
 - A. Mayor Russ Barley
 - B. Councilwoman Brannon
 1. Legislative Matters

The City of Freeport may take action on any matter during this meeting, including items that are not set forth within this agenda.

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No verbatim record by a certified court reporter is made of these proceedings. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at these proceedings upon which any appeal is to be based (see Section 286.0105, Florida Statutes).



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- C. Councilwoman Cuchens
- D. Councilman Farris
 - 1. Street Light for Robin Wood drive & Andy Lane
 - 2. Street Light for Robin Wood Drive & Eckie Drive
 - 3. Speed limit and stop signs in Hammock Bay
 - 4. Fire Department Building Maintenance
- E. Councilwoman Laird
- X. Public Comment**
- XI. Adjournment**

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Tab 1

City of Freeport
REGULAR COUNCIL MEETING
6:00 p.m./Council Chambers/Freeport City Hall
August 25, 2016 Minutes

I. Meeting Opened

The August 28th 2016 Regular Council Meeting was called to order at 6:00 PM by Mayor Russ Barley. The meeting was held in City Council Chambers of Freeport City Hall.

Council members present: Councilman Eddie Farris, Councilwoman Kasey Cuchens, Councilwoman Janice McLean, Mayor Russ Barley, Councilwoman Elizabeth Brannon and Councilwoman Jennifer Laird.

Staff present: City Clerk Rebecca Podraza, City Attorney Clay Adkinson, City Planner Latilda Hughes-Neel, Staff Accountant Deborah Wimer-Zills, City Engineer Anna Hudson, City Engineer Cliff Knauer, Parks Director Dana Weiler, Water Supervisor Larry Tuggle and Sewer Supervisor Robert Fawcett.

II. Invocation and Pledge of Allegiance

The invocation was given by Councilman Farris, followed by the Pledge of Allegiance to the American Flag.

III. Recognition of Guests: None

IV. Approval of Past Minutes

- August 1, 2016 Workshop Minutes

Council Action: Councilwoman Cuchens made a motion to approve the August 1, 2016 Workshop Minutes as presented. Councilwoman McLean seconded the motion. All ayes; motion carried.

- August 9, 2016 Special Council Meeting Minutes

Council Action: Councilman Farris made a motion to approve the August 9, 2016 Special Workshop minutes as presented. Councilwoman Laird seconded the motion. All ayes; motion carried.

- August 9, 2016 Regular Council Meeting Minutes

Council Action: Councilwoman McLean made a motion to approve the August 9, 2016 Regular Council Meeting Minutes as presented. Councilwoman Laird seconded the motion. All ayes; motion carried.

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V. Consideration of Additions/Deletions to Agenda

A. Additions

1. Legal – Recreation Board
2. Legal – Resolution to Address Expired Contracts
3. Clerk – Employee Benefit Savings
4. Water – Resolution to implement DEP Mandated Cross Connection Control Plan
5. Councilwoman Cuchens – Schedule CIP Update Workshop
6. Councilman Farris – Draft Emergency Preparedness Manual
7. Parks – Senior Games

B. Deletions

1. Eddie Farris - ~~Policy regarding Additions to the Agenda~~

VI. Approval of Agenda with Additions/Deletions

Council Action: Councilwoman McLean made a motion to approve the Agenda with specified Additions and ~~Deletions~~ as presented. Councilwoman Laird seconded the motion. All ayes; motion carried.

VII. Staff Reports

A. City Clerk Matters

1. Pending Project List
 - City Clerk Podraza reviewed the Pending Project list provided to the Council. She will update the list as items are completed or updated.
2. Salary & Wage Recommendations
 - Clerk Podraza reviewed the structure with Council and provided information regarding the new Overtime Rule beginning Dec. 1, 2016 that the Federal Government is implementing.

Council Action: Councilwoman McLean made a motion to approve the Salary & Wage Structure Recommendations made by the City Clerk for the 2016/2017 Budget Year. Councilman Farris seconded the motion. All ayes; motion carried.

3. Approval for City Clerk to attend the Fall FACC Academy in Orlando

Council Action: Councilman Farris made a motion to approve City Clerk Podraza to attend the 2016 Fall FACC Academy in Orlando. Councilwoman Brannon seconded the motion. All ayes; motion carried.

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4. Employee Benefit Savings
 - Clerk Podraza reviewed the savings that the City of Freeport will gain with the new Employee Benefit package with FL Blue Cross & Blue Shield. Podraza requested that Council make a decision how to show these savings on the Budget Expenditure Worksheets.

*Council Action: Councilwoman McLean made a motion to show the Employee Benefit Savings for 2016/2017 budget in a separate **Reserves** line item in each Departmental Budget Worksheet. Councilwoman Laird seconded the motion. All ayes; motion carried.*

B. Staff Accountant

1. Accountant Wimer-Zills thanked Department Heads for helping her with coding their invoices for expenditures with the correct account codes. It has been a tremendous help.

C. Planning & Zoning Dept.

1. Meadows @ Hammock Bay Phase II / Final Plat (64 lots)

Council Action: Councilman Farris made a motion to approve the Meadows @ hammock Bay Phase II Final Plat. Councilwoman Cuchens seconded the motion. All ayes; motion carried.

2. Planner Latilda Hughes-Neel requested approval to move the Regular Planning Meeting from September 7th to September 14th because she will be attending the annual Planning Conference.

Council Action: Councilwoman Cuchens made a motion to approve moving the Regular Planning Board Meeting from September 7, 2016 to September 14, 2016. Councilwoman Laird seconded the motion. All ayes; motion carried.

D. Legal Matters

1. Resolution to Address Expired Contracts
 - City Attorney Clay Adkinson advised the Council that a Resolution will be prepared in order to declare all expired Inter-Local Agreements terminated in a blanket Resolution. The agreements will be listed with termination dates and attached as Exhibit A. The Resolution will be presented at the September 13, 2016 Council Meeting for approval.

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- There are a few agreements that appear to have expired but are still being honored by the City. The Attorney and City Clerk will work on contacting these entities and making sure these agreements are addressed.
- 2. Recreation Board
 - City Attorney Clay Adkinson addressed the Council with a recommendation to appoint a Recreation Board. The City currently has a recreation board appointed under the Cities Land Development Code. This board currently does not meet.
 - After Council discussion it was decided that a Special Meeting is needed to reestablish the designees of the Recreation Board.

Council Action: Councilwoman Cuchens made a motion to schedule a Special Meeting for September 1, 2016 at 7:30 pm to reestablish the members of the Recreation Board. Councilwoman Laird seconded the motion. All ayes; motion carried.

E. Engineering: None

F. Water Dept.

1. Resolution to implement DEP Mandated Cross Connection Control Plan
 - City Attorney Adkinson advised the Council in regards to the Resolutions that DEP will require for the City to have in place for the Cross Connection Control Plan for both the Freeport Water System and North Bay Water System.

Council Action: Councilwoman Cuchens made a motion to approve the adoption of the DEP Mandated Cross Connection Control Plan Resolution 2016-07 for the Freeport Water System. Councilwoman Laird seconded the motion. All ayes; motion carried.

Council Action: Councilwoman Cuchens made a motion to approve the adoption of the DEP Mandated Cross Connection Control Plan Resolution 2016-08 for the North Bay Water System. Councilwoman Brannon seconded the motion. All ayes; motion carried.

G. Sewer Dept.

1. Councilwoman McLean
 - Councilwoman McLean publicly thanked the City of Freeport Sewer Department for the great work they have been performing. The City has recently received emails commending their outstanding work during difficult times with the recent rains.

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H. Parks Dept.

1. Recommendation for the Full-Time Recreation Aide, Christopher Campbell

Council Action: Councilwoman Laird made a motion to approve Christopher Campbell as the full-time Recreation Aide for the Parks Department. Councilwoman Cuchens seconded the motion. All ayes; motion carried.

2. Senior Games

- Parks Director Weiler advised the Council that the City Pool Life Guard, Susan McMinamin, has asked for permission to represent the City of Freeport at the Senior Games being held in Pensacola annually.

Council Action: Councilman Farris made a motion to approve Life Guard Susan McMinamin to represent the City of Freeport at the Senior Games being held in Pensacola. Councilwoman Laird seconded the motion. All ayes; motion carried.

VIII. Old Business: None

IX. New Business

A. Mayor Russ Barley

1. Mayor Barley announced that the Mayor of Malone has challenged him to collect items for the flood victims of Louisiana. This has been announced on social media as well as advertised on the Freeport signs. In two weeks a U-Haul will be rented and they will take the items to LA. The City has had a good response and will continue to collect until September 9, 2016.

B. Councilwoman Brannon: None

C. Councilwoman Cuchens

1. Councilwoman Cuchens – Schedule CIP Update Workshop
 - Councilwoman Cuchens requested that the Council schedule a Workshop in order to update the Capital Improvement Plan (CIP). City Engineer Cliff Knauer suggested that the Water and Sewer Supervisors' be present at the meeting.

Council Action: Councilwoman Cuchens made a motion to hold a Workshop to discuss updating the CIP on September 8, 2016 at 6:15. Councilwoman Laird seconded the motion. All ayes; motion carried.

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2. CIP update for FCT Grant/Land Acquisition for property next to City Hall Section 10-2.
 - Add funding source as FCT and under the year we need to reflect 2017/2018

Council Action: Councilwoman Cuchens made a motion to update the City of Freeport Capital Improvement Policy as follows:

Under Section 10-2 PROPERTY WEST OF CITY HALL, add funding source FCT and under the year reflect 2017-2018.

Councilwoman McLean seconded the motion. All ayes; motion carried.

D. Councilman Farris

1. ~~Policy regarding Additions to the Agenda~~
2. Emergency Preparedness Manual
 - Councilman Farris advised the Council that he has the draft copy of the Emergency Preparedness Manual completed. A hard copy will be located in the Clerk's office for review and comments from the Council.

E. Councilwoman Laird

1. Agreement of Responsibilities
2. Waiver/Release form

Council Action: Councilwoman Laird made a motion to approve the Agreement of Responsibilities and Waver/Release Forms pending the City Attorney signing off as to form. Councilman Farris seconded the motion. All ayes; motion carried.

- After Council discussion it was decided that this item would be added to the Special Meeting Agenda being held September 1, 2016 at 7:30 pm.

X. Public Comment

1. Mr. Jay Odom approached the Podium and announced that on behalf of Hammock Bay he will donate \$250.00 to purchase items for the Louisiana Flood Victim challenge.
2. Mayor announced that Publix is stocking their shelves.

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XI. Adjournment

Mayor Russ Barley called for a motion to adjourn. Councilwoman McLean motioned to adjourn. The Mayor gaveled and the meeting adjourned at 6:55 p.m.

FREEPORT CITY COUNCIL

Mayor

Council President

ATTEST:

City Clerk

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CITY OF FREEPORT
PURCHASING POLICY

Tab 2

Requirements for advertising and receiving of bids for purchases and contracts.

- I. Purchases or contracts up to the spending limit as set forth by Council shall be approved by the authorized purchaser as follows.
 - a. Mayor - \$5,000.00
 - b. City Clerk - \$2,500.00
 - c. Sewer/Water Supervisor – 20,000.00
 - d. Parks Director - \$5,000.00
- II. Purchases or contracts of one thousand dollars (\$1,000.00) or more shall require a minimum of three (3) written quotes from vendors. In the event three (3) written quotes cannot be obtained, sufficient documentation attempting to obtain the quotes must be supplied.
- III. Purchases or contracts above the spending limit of the authorized purchaser shall be approved by a majority vote of the City Council after the purchaser has supplied them with a minimum of three (3) written quotes from vendors. In the event three (3) written quotes cannot be obtained, sufficient documentation attempting to obtain the quotes must be supplied.
- IV. Purchases or contracts above twenty thousand and one dollars (\$20,001.00) except contracts for professional or personal services which are exempted here from shall be awarded to the lowest responsible bidder, after public advertising as set forth below.
 - a. Professional or personal services are defined as follows: Professional services means any type of personal service to the public which requires as a condition precedent to the rendering of such service the obtaining of a license or other legal authorization by the state or any agency thereof.
 - b. Notice calling for bids shall be advertised once a week for at least two (2) consecutive weeks in a newspaper of general circulation in Freeport, Florida.

ADMINISTRATION

- I. Emergency repairs as determined by the Water/Sewer Supervisor or Mayor for water wells, sewer plants, lift stations, and heavy equipment will be excluded from the one thousand dollar (\$1,000.00) bidding requirement.
- II. Purchases of state surplus property may exceed the twenty thousand dollars (\$20,000.00) limit so long as it has been funded during the budget process line item with the respected department.
- III. The City Council may from time to time designate the Mayor or City Clerk to execute contracts on behalf of the city after all applicable purchasing rules and procedures have been followed.

- IV. All city warrants shall be signed with one (1) manual signature, or by one (1) facsimile signature, which may be applied mechanically or by stamp. The city official's signatures shall be determined by resolution of the city council. The documentation representing the detail for all City warrants shall be manually signed by no less than two (2) of the city officials as determined by resolution of the city council. The duly appointed invoices, claims or payrolls shall be made available for inspection.

THE CITY OF FREEPORT

Tab 3



REQUEST FOR QUOTES

LEGAL SERVICES/ATTORNEY SERVICES
FOR
THE CITY OF FREEPORT

RFQ 2016-01
August 26, 2016

Prepared by:
City of Freeport
112 Highway 20 West
P.O. Box 339
Freeport, FL 32439

CITY OF FREEPORT, FLORIDA
LEGAL SERVICES/ATTORNEY SERVICES
RFQ 2016-01

SPECIFICATIONS

I. INTENT

The City of Freeport seeks qualified law firms or individuals to serve as contracted City Attorney and provide other legal services encompassing the traditional scope of work including legal Attorney, opinions and consultation.

The City Attorney will provide general legal services to the Mayor, City Council, City Clerk and appointed officers of the City; provide written opinions, draft ordinances and ordinance amendments and provide legal assistance to all City departments in their conduct of City business. Attendance at a variety of meetings may be required, including City Council meetings, as specified.

Preference will be given to those submittals demonstrating extensive successful experience in Florida municipal and land use law. The successful applicant(s) shall possess sufficient resources to ensure that the demands for the City's legal needs will be met on a timely basis. This relationship will be on a contractual basis.

II. TERM OF AGREEMENT

This contract is for a two-year period starting October 1, 2016, and running through September 30, 2018. The City shall have the right to extend this contract for one additional two-year term. Renewal of the appointment/contract will require reauthorization by the City Council. If both parties cannot agree on prices for a contract extension, the existing contract will be allowed to expire and the contract work will be rebid.

III. SCOPE OF WORK

Under the proposed agreement, the City Attorney will provide the following services:

1. Provides legal advice, Attorney services, and consultation to the Mayor, City Council, City Clerk, department heads, boards and commissions, and all levels of City government on a wide variety of civil assignments, including but not limited to: general municipal law, labor law, general state and federal laws relating to City government, public disclosure issues, laws against discrimination, ordinance and resolution development and interpretation, housing, subdivision and land use law

economic development activities including development, redevelopment, enforcement, and property/real estate law, contract law, environmental law, franchise law, municipal leases, purchasing and procurement, trial activity, and tort law. City Attorney's advice includes methods to avoid civil litigation;

2. Answers requests for legal opinions, in writing and verbally. Prepares written legal opinions as requested. Availability to answer staff questions by telephone;
3. Appears before courts, magistrate hearings and administrative agencies to represent the City's interests;
4. Works cooperatively with any special legal Attorney retained by the City for special projects. Coordinates with other special Attorney, as needed, to assure proper management of legal issues, and proper coordination and transition of legal information among special Attorney;
5. Provide guidance and legal advice on the Open Meetings Act, the Freedom of Information Act, Robert's Rules of Order, Government in the Sunshine and Board rules and procedures;
6. Assists City officials and employees to maintain awareness of ethical standards and appearance of fairness standards, and to avoid potential conflicts of interest, prohibited transactions and the appearance of prohibited transactions;
7. Prepares and reviews ordinances and resolutions for legal correctness and acceptability;
8. Prepares and reviews contracts, leases, and other documents for legal correctness and acceptability.
9. Reviews and redrafts various City policies for legal correctness and acceptability.
10. Attendance at meetings during a calendar year of any Board, Local Planning Board or Commission, or Committees, as requested. Attendance at other meetings when requested;
11. Performs other legal services and tasks, as requested.

IV. GENERAL SPECIFICATIONS

The following provisions will also apply.

1. Timeliness of response and accessibility to the City Attorney is an important aspect of this service. Accessibility and responsiveness for the Attorney of the selected firm is of greatest importance, although these elements will also be considered in relation to other attorney(s) as well. Accessibility includes the ability to be generally available to attend meetings in person on short notice and the ability to be reached promptly by telephone, cell phone, or e-mail.
2. City attorneys must be available by phone, cell phone, fax and e-mail.
3. Service response is also of high importance. When the City of Freeport requests legal services, the City Attorney should provide some estimated time of completion and keep the requesting party apprised of any delays or special considerations.
4. Describe malpractice insurance coverage: carrier, limits, and exemptions.
5. The service provider shall provide detailed itemized statements on a monthly basis.

V. CONTRACT ETHICS

1. No elected official or employee of the City who exercises any responsibilities in the review, approval, or implementation of the quotes or contract shall participate in any decisions, which affects his or her direct or indirect personal or financial interest.
2. It is a breach of ethical standards for any person to offer, give or agree to give any City employee, City Councilmember, or for any City employee, or City Councilmember to solicit, demand, accept, or agree to accept from another person or firm, a gratuity or an offer of employment whenever a reasonably prudent person would conclude that such consideration was motivated by an individual, group or City desire to obtain special, preferential, or more favorable treatment than is normally accorded to the general public.
3. The firm shall not assign any interest in this contract and shall not transfer any interest in the same without the prior written consent of the City.
4. The firm shall not accept any client or project that places it in a conflict of interest with its representation of City of Freeport. If such a conflict of interest is subsequently discovered the City shall be promptly notified.

VI. QUOTE SUBMISSION

Quotes received after the deadline may not be accepted. It is neither the City of Freeport's responsibility nor practice to acknowledge receipt of any quotes. It is the responder's responsibility to assure that a quotes is received in a timely manner.

The City will not reimburse any expenses incurred by the responder including, but not limited to, expenses associated with the preparation and submission of the response and/or attendance at interviews.

Interested firms shall submit a fixed fee price for identified legal services. The fixed fee price shall include all labor, material, and equipment necessary for the performance of this contract. Interested firms shall also submit a fee schedule for specialized legal services.

The City of Freeport expects all submitting firms to consent to the Scope of Work and General Specifications. Exceptions desired must be clearly noted in the quotes submittal.

The City of Freeport reserves the right to reject any and all quotes, to waive irregularities and informalities, to request additional information from all respondents, and further reserves the right to select the quotes which furthers the best interests of the City of Freeport.

All interested firms should provide seven (7) copies of a written quote, responding to each inquiry in the order below.

Each quote shall be considered binding and in effect for a period of ninety (90) days following the quotes opening.

All quotes shall contain the following information:

1. Firm or Individual's Experience

- Provide a brief background history of the firm, and number of attorneys employed. An organizational chart or description of office organization would be helpful. Please provide Florida Bar Associate Number for each.
- Provide a statement of the law firm's philosophy.
- Provide an overall experience summary of the law firms' knowledge in Public Sector Labor Law and issues related to local, city, state, and federal government operations.
- Identify the specific experience of the firm in all phases of Florida land use law.
- Identify the specific experience of the firm in specialized areas, including but not limited to municipal issues including parliamentary procedures, open meetings, FOIA, Government in the Sunshine, elected official, municipal finance, land use, zoning, growth management, environmental law, inter-local agreements, Building Code, personnel and any additional legal areas that will identify the focus of the firm.
- Describe your legal library and research capabilities, with specific emphasis on municipal law publications, computer links, and the firm's capability to maintain a proposed response time for legal reports and memorandums.
- The firm should have adequate office space, staff, equipment, and resource materials and library that are readily available. Indicate the location of the primary office and attorneys assigned to service this account. Provide the address, phone number(s), e-mail address, and FAX number(s) of the firm or individual.

2. Accessibility and Responsiveness

- Provide an assessment of the availability of the attorney and other professional staff to be assigned to a contract to the City of Freeport. This includes availability of back-up attorneys in case of illness, turnover, or other loss of personnel.
- Provide a statement of how the workload of the City of Freeport will be accommodated and what kind of priority it would be given. Be sure to address items outlined in the scope of services section. The quotes should expand upon each item and set forth the firm's approach/ability to carry out each activity. Include a description of the proposed allocation of work between the attorney(s) and support personnel identified (i.e. who will be the lead attorney and what work will be handled by junior partners, associates, or paralegals).

3. References

- Provide a reference list of three (3) recent (within five years) local municipal government clients. If local municipal government clients are not available, other major clients may be submitted. Particular attention will be given to local municipal government client references. Please provide contact information including, address, phone number and e-mail address.
- The City may contact any other known governmental clients, whether offered as references or otherwise, to obtain information that will assist the City in evaluating this Quote.
- The City retains the right to use reference information to make selection decisions. Submittal of a quote is agreement that the City may contact and utilize such information.

4. Other

- List any clients you currently represent that could cause a conflict of interest with your responsibilities to the City of Freeport. Describe how you would be willing to resolve these or any future conflicts of interests.
- Describe liability insurance coverage carried. Indicate the ability of you or your firm to hold harmless, indemnify and defend the City for losses, costs and expenses arising from liability claims resulting for alleged negligence of you, your firm, its officers, employees or subcontractors.
- Any additional information you feel will be helpful to the City in evaluating your qualifications to serve as City attorney.

5. Contract

Submitting firms are expected to submit a proposed contract for services with their quotes that will govern the relationship between the firm and / or individual and the City. This contract will be viewed as an example of the work to be performed by City Attorney, but will be subject to revision and negotiation prior to being award by the City of Freeport.

6. Conflict of Interest

- Indicate whether your firm currently represents, or has represented any client where representation may conflict with your ability to serve as City Attorney for the City of Freeport.
- Indicate if your firm currently represents any real estate developers doing business with, or anticipating doing business with, the City of Freeport.
- Indicate whether you currently represent any other local units of government having jurisdiction within, or contiguous to the City of Freeport.
- Indicate what procedures your firm would utilize to identify and resolve conflicts of interest.

VII. Submission of Quotes

Submissions should be contained in a sealed package or envelope. The exterior of the package or envelope should clearly be labeled LEGAL SERVICES QUOTES, RFQ 2016-01.

The entire quote and other components requested in this document should be received by 4:30 p.m. CST, Friday, September 16, 2016. Quotes received after this deadline will be considered late and not opened or considered. Only hardcopy quotes may be submitted. Faxed or quotes received via e-mail will not be considered. Please submit one (1) original and seven (7) hard copies of the quotes, plus one (1) CD or flash drive in Adobe PDF format.

Documents may be mailed or hand-delivered to:

City of Freeport
Attn: Rebecca Podraza, City Clerk
PO Box 339
112 Highway 20 West
Freeport, FL 32439

VIII. CLARIFICATIONS

Should any responder find discrepancies in or omissions from this request for quotes or should any responder be in doubt as to the meaning of any requirement or instruction questions should be directed to:

Rebecca Podraza, City Clerk
City of Freeport
PO Box 339
112 Highway 20 West
Freeport, FL 32439
850-835-2822
cityclerk@freeportflorid.gov

Clarifications of any questions received will be sent to all interested parties. The City of Freeport shall not be responsible for any oral instructions. Interested parties must notify the City of Freeport of any omissions or errors in this document prior to the submission deadline so a corrective addendum may be issued in a timely manner to all interested parties.

POSITION DESCRIPTION

Tab 4

TITLE:

FISCAL SERVICES CLERK

QUALIFICATIONS:

1. Computer/Office equipment skills.
2. Customer Service skills.
3. Pleasant, professional telephone manner.
4. Ability to multi-task.
5. Knowledge of Fund Accounting.

REPORTS TO:

Mayor

SUPERVISES:

Temporary office personnel as assigned by Mayor.

POSITION GOALS:

To serve as the interface between the City and vendors. Strive to produce error free payrolls and accounting practices.

PERFORMANCE RESPONSIBILITIES:

1. Receives, computes, balances, adjusts and prepares payrolls.
2. Prepares and verifies reports for proper agencies covering all deductions.
3. Maintains alphabetical and chronological files and reports of payroll, accounts payable and receivable, employee records, employee benefits correspondence and transactions.
4. Prepares and verifies all tax forms and reports relating to payroll matters.
5. Maintains vacation and sick leave balances. Crosschecks leave balances with payrolls.
6. Verifies and crosschecks all payroll amounts and deductions before and after checks are made.
7. Answers inquiries concerning accrued leave, employee benefits and other payroll matters.
8. Refunds meter deposits to closed accounts.
9. Assists Utility Billing Clerk with Month-End closeout procedures and daily closeout.
10. Assist with annual audit.
11. Prepares purchase orders.
12. Orders equipment and supplies as necessary or requested.
13. Maintains accurate file records of all purchase orders and other transactions paid or cancelled.
14. Updates Vendor records such as change of name or address.
15. Provides Vendors with Sales Tax exempt form.
16. Coordinates flow of accounts payable documents.
17. Enters invoices and processes necessary computer jobs to print accounts payable checks.
18. Computes, balances, adjusts, and prepares accounts payable checks.
19. Reconciles bank accounts
20. Files checks.
21. Manage Grant Funds and Accounts.
22. Annual Budget Preparation
23. Purchasing Policy and Bid Process Management
24. Continues to work to improve knowledge and competence in relationship to position.
25. Assist the City Clerk as needed with other duties as assigned.

PHYSICAL REQUIREMENTS:

Bending and Lifting

TERMS OF EMPLOYMENT:

Forty hours per week, non-inclusive of lunch. Starting \$36,000.00. City paid health and dental after probation period. City paid Retirement contribution quarterly after one year. Vacation and sick leave will be available after probation according to the City personnel policy.

Tab 5

WATER DEPARTMENT

Job Title	Current Budgeted		Current Title	Budgeted Title
Jurgen Kallenbach (WTR)	14.92	17.50	Water Distribution Operator	Lead Water Distribution Operator
Adison Parker (SWR)	11.33	16.50	Sewer Maintenance Worker	Sewer Maintenance Crew Leader
Johnny McCormick (WTR/SWR)	14.04	16.00	Water Maintenance Worker	Water/Wastewater Utility Locator & Backflow Tester

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

Table

CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Amendment") is made and entered into on this [enter date] day of [enter month] [enter year], by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and (enter name of Maintaining Agency), ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on [enter date] entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

All the terms and conditions of the Agreement are superseded and replaced in their entirety by the terms and conditions contained in Attachment "1", Revised Terms and Conditions for the Traffic Signal Maintenance and Compensation Agreement, attached to and incorporated into this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

_____, Florida
(Maintaining Agency)

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

Legal Review: _____

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Tab 66

CONTRACT NO. _____
 FINANCIAL PROJECT NO. _____
 F.E.I.D. NO. _____

The following terms and conditions replace and supersede all the existing terms and conditions contained within the Traffic Signal and Maintenance Agreement:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The term "Traffic Signals and Devices" is defined as follows: all traffic signals, interconnected and monitored traffic signals ("IMTS") (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), blank-out signs, travel time detectors, emergency/fire department signals, speed activated warning displays, and other types of traffic signals and devices specifically identified within Exhibit A, which are located on the State Highway System within the jurisdictional boundaries of the Maintaining Agency.

The Maintaining Agency shall be responsible for the maintenance and continuous operation of Traffic Signals and Devices ("Project"). The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of Traffic Signals and Devices upon completion of installation of each of the Traffic Signals and Devices.

2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A, which is attached and incorporated into this Agreement. Compensation will also be made for costs incurred for the repair and/or replacement of damaged Traffic Signals and Devices as identified in Exhibit C, attached and incorporated into this Agreement. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. If Traffic Signals and Devices are damaged and the Maintaining Agency did not cause the damages, then the Department shall reimburse the Maintaining Agency for the actual costs incurred by the Maintaining Agency for repairs and/or replacement of Traffic Signals and Devices, once the following occurs:
 - a. The Department has approved a properly completed invoice for reimbursement that was provided to the Department outlining the details of the requested reimbursements; and
 - b. Evidence of the costs incurred were included as an attachment to the invoice.

Exhibit C sets forth additional conditions that apply when the Maintaining Agency seeks to obtain reimbursement for costs incurred for repair and/or replacement of damaged Traffic Signals and Devices. Exhibit C also serves as a form invoice that can be used by the Maintaining Agency. The Maintaining Agency shall obtain written approval from the Department regarding the appropriate method of repair and/or replacement of damaged Traffic Signals and Devices prior to performing repair and/or replacement work. If there is an immediate risk to public safety due to damaged Traffic Signals and Devices and the Maintaining Agency is unable to immediately obtain the Department's written approval regarding the method of repair and/or replacement, then the Maintaining Agency shall immediately repair and/or replace the Traffic Signals and Devices. The Maintaining Agency shall notify the Department within thirty (30) calendar days of becoming aware of any damage to Traffic Signals and Devices caused by third parties. The Department shall be responsible for pursuing reimbursement from individuals and/or the third parties

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

who cause damages and are liable for replacement and/or repair costs to Traffic Signals and Devices. If the Maintaining Agency causes damages to the Traffic Signals and Devices, then the Maintaining Agency shall repair and/or replace the Traffic Signals and Devices, and the Maintaining Agency shall be fully responsible for the cost of repair and/or replacement to the extent the damages were caused by the Maintaining Agency.

4. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
5. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service, and routine repairs), restoration of services, and emergency maintenance (troubleshooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles and/or signals, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log, as they occur, and include this as part of the annual report, highlighting the time it took to restore the normal service and number of times such events occurred.
6. Neither the Maintaining Agency nor the Department shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by a Force Majeure Event and provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

A "Force Majeure Event" means the occurrence of:
 - (a) an act of war, hostilities, invasion, act of foreign enemies, riot, terrorism or civil disorder;
 - (b) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, hurricanes, storms, lightning, tornados, tidal waves, floods, extreme weather or environmental conditions, and other natural calamities);
 - (c) or another event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence.
7. The Department intends to conduct a structural inspection of the mast arm structures every sixty (60) months. The inspection report will serve as ninety (90) days notification to the Maintaining Agency that deficiencies exist that require preventive maintenance. Preventive maintenance of the mast arm structures includes, but is not limited to, spot painting, cleaning, all wiring repair and replacement, graffiti removal, all signal related issues (including lighting, signs and connections), tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, repairing improper grounding, and repainting any painted mast arms installed after April 30, 2015. If the preventive maintenance is not carried out after the expiration of the 90-day notice given to the Maintaining Agency, the Department shall withhold 8.33% up to a maximum of 25% of the total annual compensation amount under this Agreement for the affected signal locations each month.
8. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of their useful life cycle will be replaced by the Department so long as documented preventive maintenance was satisfactorily performed by the Maintaining Agency. In the case of a total paint failure, as determined by the Department, on a mast arm installed prior to April 30, 2015, the Department may repaint or replace with a galvanized mast arm. The aforementioned requirement does not apply to any mast arm that was installed under a separate mast arm paint finish agreement; in such case, the terms of that agreement shall govern.
9. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
10. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

ATTACHMENT 1

REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

11. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
12. The Maintaining Agency and the Department shall update Exhibit A on an annual basis through an amendment of this Agreement. The Maintaining Agency designates _____ as its authorized representative(s), who is delegated the authority to execute any and all amendments to Exhibit A of this Agreement on behalf of the Maintaining Agency. Exhibit A contains a list of Traffic Signals and Devices that identifies their location and type. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance of installation of the new Traffic Signals and Devices. The Maintaining Agency and the Department shall amend Exhibit A prior to the start of each new fiscal year of the Department to reflect the addition or removal of Traffic Signals and Devices. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices that were added to Exhibit A by amendment of this Agreement in the Department's fiscal year occurring after the Traffic Signals and Devices are installed and final acceptance of such installation is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (*minus any retainage or forfeiture*) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement. Some of the Traffic Signals and Devices may not be listed in Exhibit A because the cost of operating and maintaining such devices is relatively small. The Department has factored in these costs and the compensation provided through this Agreement also covers the cost of operation and maintenance for Traffic Signals and Devices that are not listed in Exhibit A.
13. Payment will be made in accordance with Section 215.422, Florida Statutes.
14. There shall be no reimbursement for travel expenses under this Agreement.
15. 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.
16. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
17. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
18. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
19. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Maintaining Agency's general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
20. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Maintaining Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
21. The Maintaining Agency must submit the final invoice on the Project to the Department within 120 days after termination of the Agreement. Invoices submitted after the 120-day time period may not be paid.
22. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

23. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit B for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Maintaining Agency, in writing, when funds are available.
24. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
25. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
26. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Maintaining Agency.
27. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
28. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
29. The Maintaining Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
30. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment, suspend funds, or terminate funds for any deficient maintenance of Traffic Signals and Devices that has not been corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any deduction in payment, suspension of funds, or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
31. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of its responsibilities under the Agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical Detection devices include the detectors on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detectors. Repairs to the side-street and main street left turn detectors shall be made within ninety (90) days and pedestrian detectors within seventy-two (72) hours of discovery. The Maintaining Agency shall ensure that 90% of all Critical Detection devices system wide are operating at all times. At any time the level drops below 90%, the Maintaining Agency shall notify the Department and correct the situation within a time frame determined in the sole discretion of the Department. Discovery and correction dates for Critical

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

Detection device malfunction shall be logged into the annual report. If the repairs cannot be performed within stipulated times, the agency shall document the reason(s) why in the annual report. When the 90% Critical Detection device requirement is (are) not met, a 10% retainage of the total annual compensation amount (as shown in Exhibit B) for the affected Critical Detection device location(s) each month will be withheld after the 90-day period.

- b. Traffic signal preventive maintenance inspections: Traffic signals shall receive a comprehensive preventive maintenance inspection on at least 50% of all traffic signals annually, alternating the remaining 50% the following year. Preventive maintenance inspection shall include verification that all detection is working, the traffic signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed on 50% of traffic signals annually, alternating the remaining 50% the following year. Each test is to be documented and included in the annual report to the Department. The inspection report shall note the location, date of inspection, and any items noted. If 50% of the traffic signals do not receive at least one (1) comprehensive preventive maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected traffic signal locations until the preventive maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected traffic signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s) and title(s) of those monitoring those intersections, and the location of the central monitoring facility(ies), are to be documented and contained in the annual report submitted to the Department.
32. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of Traffic Signals and Devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
 33. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without prior written consent of the Department.
 34. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement.
 35. At no additional cost to the Department, the Maintaining Agency shall provide the Department access to all traffic signal data available from the firmware of the traffic signal controllers and other devices covered under this Agreement. The Maintaining Agency shall include the Department as a party to all traffic signal firmware/software related agreements that the Maintaining Agency enters into with other parties.
 36. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
 37. In no event shall the making by the Department of any payment to the Maintaining Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Maintaining Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
 38. The term of this Agreement is twenty (20) years from the date of execution of the Agreement; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
 39. Any Project funds made available by the Department which are determined by the Department to have been expended in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Maintaining Agency files shall not constitute a waiver of the Department's rights and Department has the right to verify all information at a

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

later date by audit or investigation. Within thirty (30) days of the termination of this Agreement, the Maintaining Agency shall refund to the Department any balance of unobligated funds which were advanced or paid to the Maintaining Agency. In the event the Maintaining Agency fails to perform or honor the requirements and provisions this Agreement, the Maintaining Agency shall return funds in accordance with this paragraph within thirty (30) days of termination of the Agreement.

40. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except any specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
41. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
42. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
43. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
44. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the Agreement; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.
45. Unless authorized by law and agreed to in writing by the Department, the Department will not be liable to pay attorney fees, interest, or cost of collection.
46. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
47. Exhibits A, B, and C are attached and incorporated into this Agreement.
48. This Agreement contains all the terms and conditions agreed upon by the parties.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT B
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION FOR MAINTENANCE AND OPERATION

For the satisfactory completion of all services related to maintenance and operation detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (*minus any retainage or forfeiture*) in Exhibit A. The Maintaining Agency will receive one lump sum payment (*minus any retainage or forfeiture*) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals that are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (*minus any retainage or forfeiture*) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 COMPENSATION FOR REPAIR AND/OR REPLACEMENT OF DAMAGED TRAFFIC SIGNALS AND DEVICES

For the satisfactory completion of all services related to repair and/or replacement of damaged Traffic Signals and Devices detailed in this Agreement, the Department will pay the Maintaining Agency a Lump Sum amount of the actual costs incurred for the replacement and/or repair of the damaged Traffic Signals and Devices as set forth in the invoice submitted to the Department. The invoice for the costs incurred for the replacement and/or repair of

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

damaged Traffic Signals and Devices shall contain the information required in Exhibit C and any other additional information requested by the Department to justify the costs incurred. The reimbursement amount is subject to approval by the Department.

4.0 **PAYMENT PROCESSING**

For regular maintenance costs, the Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

For costs incurred for repair and/or replacement of damaged Traffic Signals and Devices, applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Maintaining Agency shall submit invoices for repair and/or replacement costs due to damaged Traffic Signals and Devices at least on an annual basis but the Maintaining Agency may also submit such invoices to the Department on a quarterly basis.

ATTACHMENT 1
REVISED TERMS AND CONDITIONS FOR THE TRAFFIC SIGNAL
MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT C
Reimbursement for Replacement and/or Repair of
Damaged Traffic Signals and Devices

The Department will reimburse the Maintaining Agency a Lump Sum amount for costs incurred for the replacement and/or repair of Traffic Signals and Devices damaged as a result of third parties or as a result of other causes that were not caused by the Maintaining Agency.

The Maintaining Agency is not required to provide a police report in situations where damage is caused to Traffic Signals and Devices by a Force Majeure Event or as a result of other causes beyond the control of the Maintaining Agency that do not necessarily prevent performance, which includes but is not limited to: storms, winds, lightning, flooding and other natural and weather related causes. The Maintaining Agency must provide a police report in all situations where a traffic accident, theft, or vandalism causes damage to Traffic Signals and Devices to the extent the Maintaining Agency has the ability and opportunity to obtain a police report.

Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The following information shall be provided by the Maintaining Agency to be eligible for the reimbursement payment:

Date and Time of Accident/Incident:	
Location of Accident/Incident:	
Provide Police Report (if applicable) and the Following Information:	
<ol style="list-style-type: none"> 1. Attach pictures of damaged traffic signals and devices. 2. Attach invoices or receipt of equipment purchased to replace damaged components. 3. Attach detailed documentation of labor costs associated with replacing and/or repairing damaged components, including dates of performance and completion of the work. 	
Contract No.: _____	
Project No.: _____	
Total Lump Sum Reimbursement Amount	\$

The Maintaining Agency hereby certifies that it has replaced and repaired all the Traffic Signals and Devices at the location or signalized intersection referenced above. Henceforth, this document is the Maintaining Agency's request for reimbursement to the Department for the services of restoring the Traffic Signals and Devices to their original operating condition.

The Parties agree to the Total Lump Sum Reimbursement Amount set forth above.

Maintaining Agency

Date

District Traffic Operations Engineer Date



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

Tab 7

**CITY OF FREEPORT
CITY COUNCIL MEETING**

**ENGINEERING UPDATES
September 13, 2016**

1. BUSINESS 331 SEWER UPGRADES

- The lift station start-up was held on Wednesday, August 31st.
- A punch list has been generated and L&K Contractors is currently addressing items.
- We anticipate closeout within the next 30 days once punch list is completed.

2. FREEPORT LEGISLATIVE APPROPRIATION WATER PROJECTS

A. Freeport Water Upgrades Project

- North Florida Construction has begun construction activities and completed the Earl Godwin project area. They are currently working on the east side of Four Mile Creek project area.

B. US 331 Water System Tie-in to DeFuniak Springs System

- Design is approximately 90% complete.
- Currently awaiting FDEP, FDOT and Dredge & Fill permits. Coordinating with the various agencies.

3. IMPACT FEE STUDY

- Received abandoned projects list from City Planning Department. Coordinating with legal on committed capacity requirements.

4. PLANNING TASKS

- North Shore Mini-Storage- Review completed; awaiting applicant's re-submittal
- Cartercraft Roofing- Performed final site inspection.
- Shoppes of Freeport- Building 1 (Publix Only) performed site inspection; submitted punch list items to applicant



PREBLE-RISH INC
CONSULTING ENGINEERS & SURVEYORS

5. SLUDGE DRYING BEDS AT WWTF

- Recommendation for award (See separate agenda item).

6. ADDITIONAL TASKS

- US 331 Corridor Utilities Plan- Working on conceptual design and costs for the Phase from Owls Head north to Wagon Wheel area. Weekly meetings with EDA and other municipalities to work on total 331 Corridor package for Triumph fund due October 1st. Additionally, working on the SRF Request for Inclusion application due September 26th.
- City's Welcome Signs- Working on FDOT required Site Plan and structural design.
- No Wake Zone- Draft Ordinance submitted to legal for review.

September 7, 2016

City of Freeport
Attn: Mayor Russ Barley
112 Highway 20 West,
Freeport, FL 32439

Tab 8a

**RE: City of Freeport Sludge Drying Beds
Project No.: 493.041**

Dear Mayor Barley,

We have reviewed the bid packages submitted on August 31, 2016 at 11:00 am (CST) for the City of Freeport Sludge Drying Beds project and verified the unit prices and totals for each bid. Based on our review of these packages, we recommend RBM Contracting Services, LLC (Contractor) for award of the contract for a total price of \$310,774.17.

If you have any questions, please feel free to contact me at 850-571-1250 or by email at anhudson@dewberry.com.

Sincerely,



Anna Hudson
Project Manager

cc:

Eric Pitts (via email)
Cliff Knauer (via email)
City Clerk (via email)
Robert Fawcett (via email)

BID TABULATION

BID NAME: CITY OF FREEPORT SLUDGE DRYING BEDS

DATE OF OPENING: AUGUST 31, 2016 TIME: 11:00 AM

COMPANY NAME (PRINT)	Company's Representative	Provided Bid Bond ("Y"/"N")	Acknowledged Addendum(s) ("Y"/"N")	Total
GreenSouth Solutions		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 317,500.00
North Florida Construction		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 408,497.00
I-C contractors		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 392,547.15
RBM Contracting Services		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 310,774.17
Cathay Construction		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 352,285.00
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	
		<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	

OPENED BY: EP

TABULATED BY: AUH

VERIFIED BY: _____

Tab 86

September 13, 2016

Tab 9

TO: Freeport City Council

Mayor Barley

City Clerk

FROM: Janice McLean - Sewer

Robert Fawcett - Sewer Supervisor

SUBJECT: Early Work Release

Robert and I suggest that we pay the two employees retiring in September and October for the time remaining and allow them to leave early.

We both feel the City would be well served with this action.

Below is a breakdown of the pay due each employee.

Warren Mann $\$1150.40 \times 2 =$ \$2,300.80

Rick Alden $\$906.50 \times 4 =$ \$3,625.60

TOTAL PAYOUT \$5,926.10

September 13, 2016

Tab 10

TO: Freeport City Council

Mayor Barley

City Clerk

From: Robert Fawcett, Sewer/Waste Water Supervisor

Janice McLean - Freeport City Council - Sewer

SUBJECT: New office space for Sewer Department

Over the past months we have been searching for a way to improve the working conditions at the Sewer Plant. If you have been to the plant you know this is absolutely the most inadequate office we have. The lab used for testing sewer is located in the very small office.

The raw sewage headworks is located at the back door, 80 feet from the entrance.

The ventilation in the existing office allows all the toxic gases to enter the office area.

The employees eat, and work all day in this environment.

We looked at using the second story of the re-claim tower for an office, however we could never get a contractor to tell that the echo level could be corrected. Also that heating and cooling would be a major factor.

We recommend that we purchase the Number 1 mobile home on the list. This will serve us well for many years in the future and offer extra office space as needed.

SEWER PLANT OFFICE BIDS

(In order of Maximum Sq. Ft.)

Bid #1: Olympia: 32 x 80, 2254sqft, Price: \$74,500 or \$33.05sqft

Bid #2: Westfield: 26.4 x 76, 2001sqft, Price: \$69,900 or \$34.93sqft

Bid #3: Sprinter: 28 x 60, 1456sqft, Price: \$63,500 or \$43.61sqft

All bids include:

AC

Delivery

Setup

Skirting

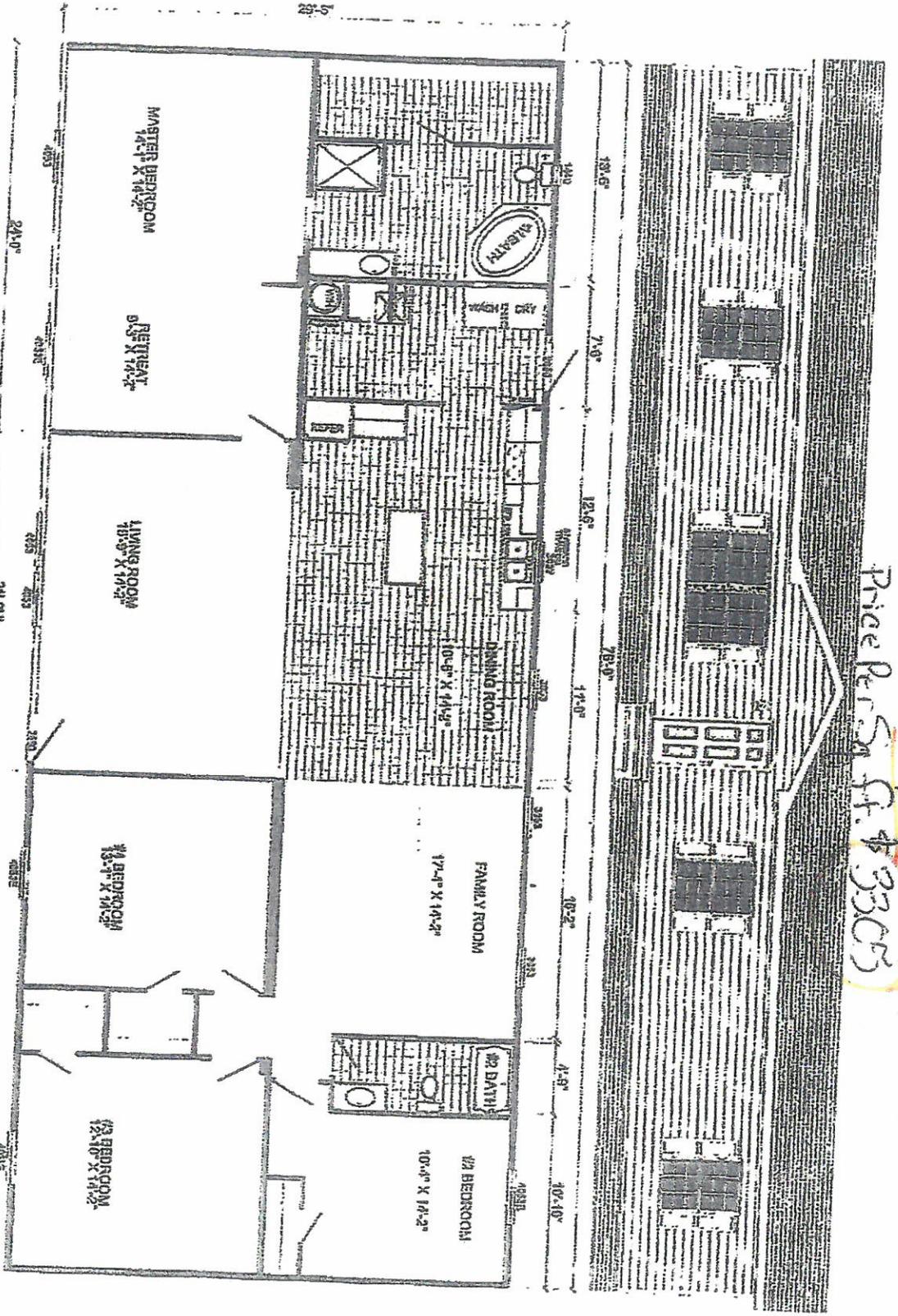
Steps

Refrigerator

Stove

Price Per Sq. Ft. \$330.05

Works Best For
Severe Dept. Needs



L-3764P-RUNNER
4 BEDROOM / 2 BATH
32 X 80 - Approx. 2864 Sq. Ft.
 1-1-14-2014
 • All tech dimensions include floors and system footings. Figures are approximate.
 • Interior windows are optional on optional 8'x8' columns (indicated only).
 • Underpinning shown is optional.

Family Home OK
 5350 Fardon Blvd
 Crestview, FL
 850.683.1977

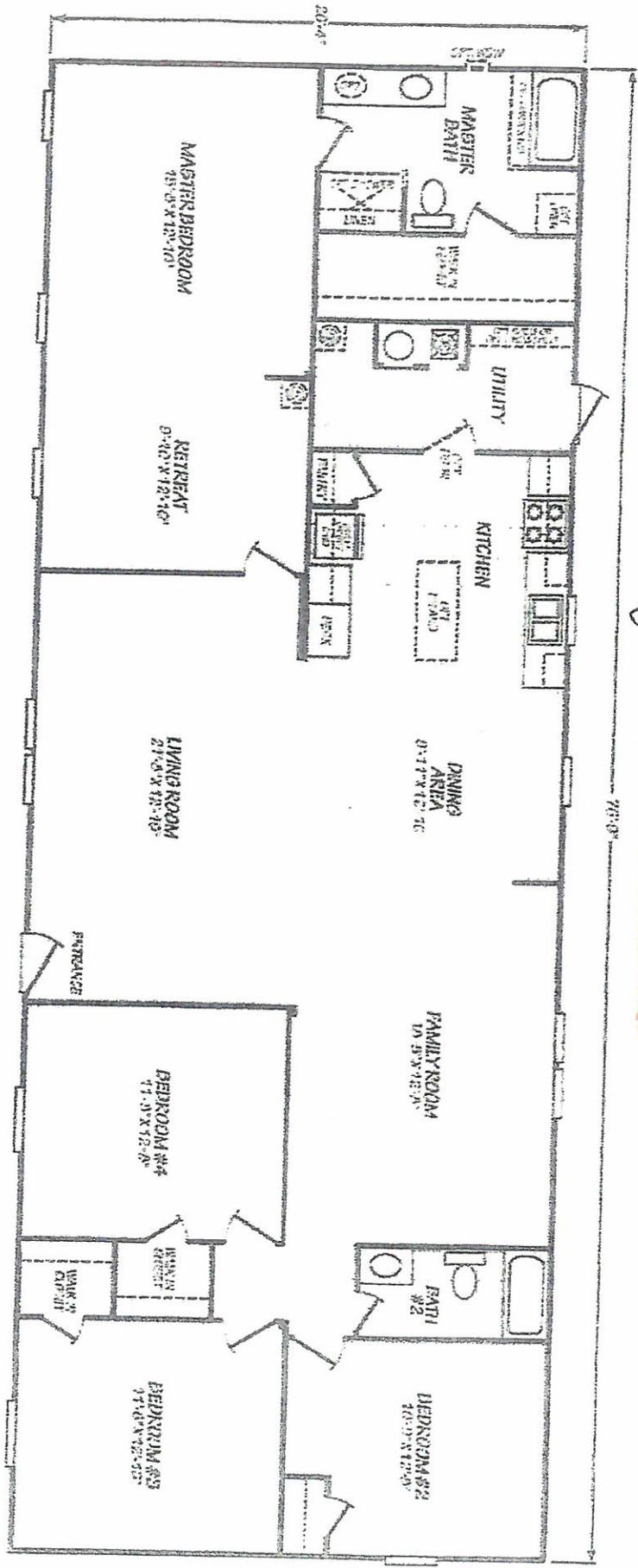
DEAL + Setup
 AC
 Skirting
 STAIRS
 BRIDGE
 STONE
OLYMPIA

Yes Housing, Inc
 6206 HUDY 8th SOUTH
 MILFORD, FL 32553
 850.981.9100

Westfield Classic 28764W
 4 Bed / 2 Bath, 2001 sq. ft. 26.4' x 76'

\$69,900

Price per Sq. Ft. \$ 341.93



- Deliv - Setup
- AC
- SKIRTING
- STEPS
- FRIDGE
- STOVE

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 ALL RIGHTS RESERVED

Tab 11

CITY OF FREEPORT WATER & SEWER CONNECTION RATES

Connections 3/4" Meter	WATER Residential Inside City Limits	WATER Residential Outside City Limits	SEWER Residential Inside City Limits	SEWER Residential Outside City Limits
Deposit:	\$50.00	\$62.50	\$50.00	\$50.00
Tap Fees:	\$450.00	\$1,100.00	\$1,000.00	\$2,000.00
Impact Fees:	\$250.00	\$750.00	\$500.00	\$2,500.00
Standard Totals:	\$750.00	\$1,912.50	\$1,550.00	\$4,550.00
Inactive Meters will have a Monthly Maintenance Fee:	\$10.00	\$10.00	\$10.00	\$10.00
		Addition of A Grinder Station Final Total:	\$1,900.00 \$3,450.00	\$1,900.00 \$6,450.00

* In the event the Monthly Maintenance fee is not paid the meter will be removed. Customer must pay existing fee before service can be re-established
 *Larger meter size available for an additional cost
 *Sewer rates may need to include road bores, extra piping and other supplies that are not accounted for in pricing above. Please refer to the Install Quote form associated with the Pre-Application.

Water & Sewer Combined	Inside City Limits	Outside City Limits
Standard Total/ERU:	\$2,300.00	\$6,462.50
With A Grinder Station	\$1,900.00	\$1,900.00
Total:	\$4,200.00	\$8,362.50



CITY COUNCIL:
Janice McLean/Seat 1
Elizabeth Brannon/Seat 2
Eddie Farris/Seat 3
Jennifer Laird/Seat 4
Kasey Cuchens/At Large

MAYOR:
Russ Barley
CITY CLERK:
Rebecca Podraza
CITY PLANNER:
Latilda Hughes AICP

Tab 12

Agreement of Responsibilities and Waiver of Fees

This agreement will be in effect beginning February 1st, ending on June 30th of 2017 between the City of Freeport and The Freeport Youth Sports Organization, aka Dixie Youth. This agreement pertains to the regular season of play and does not include pre-season, post season, or tournaments of any kind.

City Responsibilities:

1. Mowing Fields 1 through 5 at a safe playing depth.
2. Maintaining the irrigation of fields 1 through 5.
3. Ensure proper working order of the ice machine, industrial refrigerator, griddle and deep fryer in concession #1 as of February 1st, 2017.
4. Provide regulated and numbered keys to the light control boxes and areas identified in this agreement by written documentation of the key control log by the Director of Parks and Recreation.
5. Provide access to the main storage areas of storage room 1 by press box to gain access to supplies and equipment. Access to the interior storage room will not be permitted.
6. Provide access to storage room 2 by basketball courts. For the purpose of using the 3-wheel field drag.
7. Provide access to power equipment owned by the city to 4 Board Members of Freeport Youth Sports. There will be NO minors allowed on the equipment. Equipment for field use will be the 3-wheel field drag and the Gator.
8. Allow access to the main Press Box area. Access to the interior storage room will not be permitted.
9. Issue keys in accordance with the key control agreement
10. Ensure cleanliness of the concession stand #1 Bldg. 655, for the start of this agreement on February 1st, 2017
11. Provide an inventory and condition of equipment in the concession stand.
12. Provide an inventory and working condition of any power equipment necessary for field maintenance.
13. Maintain an open line of communication with the Freeport Youth Sports board members

Freeport Youth Sports Responsibility:

1. Dragging, smoothing, and lining fields for all Freeport Youth Sports programs.
2. The maintenance of the fields during this agreement is the sole responsibility of the organization, other than what has been identified as the responsibility of the City.
3. Maintaining the cleanliness of the dugouts, concessions stand #1 Bldg. 655, the storage area, power equipment, and both bathrooms during Freeport Youth Sports programs
4. Provide all supplies needed for field maintenance during this agreement. To include but limited to: chalk, lime, field paint, markers, drying agents, sand, etc.

5. Provide cleaning supplies as necessary
6. Removing all trash to the dumpster
7. Provide fuel used for power equipment
8. Ensure cleanliness of the concession stand #1 Bldg. 655 upon the end of this agreement and return it to the way it was received. Clean and sanitized with all equipment in working order.
9. Maintain an open line of communication with the Director of Parks & Recreation.
10. Leave one field open for the use of the community. This field will be identified to the Parks and Recreation Director.

Other areas of agreement:

1. Any materials added to the building, fields, or storage areas will be approved by the Parks and Recreation Director.
2. No alterations to the buildings or facilities will be performed without approval by City Council or Council)
3. All buildings with city equipment or supplies will be kept secure at all times.
4. Organizational records of any type will not be kept on City property in accordance with the Privacy Act of 1974

The above mentioned responsibilities are agreed upon by the Freeport City Council, and the President and Vice President of the Freeport Youth Sports Organization.

Failure to comply with the terms in this agreement will result in a breach of contract and all fees will be paid prior to continued use of the facilities. A breach of contract will also prevent the organization from requesting a waiver during the present and next fiscal years for the City of Freeport.

Dr. Jennifer Laird

Council Member

Ms. Elizabeth Brannon

Council Member

Mrs. Janice McLean

Council Member

Mrs. Kasey Cuchens

Council Member

Mr. Eddie Ferris

Council Member

President Freeport Youth Sports (print and sign)

Vice President Freeport Youth Sports (print and sign)

Tab 13



CITY COUNCIL:
Janice McLean/Seat 1
Elizabeth Brannon/Seat 2
Eddie Farris/Seat 3
Jennifer Laird/Seat 4
Kasey Cuchens/At Large

MAYOR:
Russ Barley
CITY CLERK:
Rebecca Podraza
CITY PLANNER:
Latilda Hughes AICP

Agreement of Responsibilities and Waiver of Fees

This agreement will be in effect beginning August 1st, ending on November 30th of 2016 between the City of Freeport and The Freeport Area Youth Sports Organization, aka Youth Football League. This agreement pertains to the regular season of play and does not include pre-season, post season, or tournaments of any kind.

City Responsibilities:

1. Mowing the North Multipurpose Fields at a safe playing depth.
2. Maintaining the irrigation of the north field.
3. Ensure proper working order of the ice machine, industrial refrigerator, griddle and deep fryer in concession #2 Bldg. 563 as of August 1st, 2016.
4. Provide regulated and numbered keys to the light control boxes and areas identified in this agreement by written documentation of the key control log by the Director of Parks and Recreation.
5. Provide access to the main storage areas of storage room 1 by press box to gain access to supplies and equipment. Access to the interior storage room will not be permitted.
6. Provide access to storage room 2 by basketball courts. For the purpose of using equipment for the football field
7. Provide access to power equipment owned by the city to 4 Board Members of Freeport Area Youth Sports. There will be NO minors allowed on City power equipment. Equipment for field use will be the field painting machine and use of the mower.
8. Issue keys in accordance with the key control agreement
9. Ensure cleanliness of the concession stand #2 Bldg. 563, for the start of this agreement on August 1st, 2016
10. Provide an inventory and condition of equipment in the concession stand.
11. Provide an inventory and working condition of any power equipment necessary for field maintenance.
12. Maintain an open line of communication with the Freeport Youth Sports board members

Freeport Youth Sports Responsibility:

1. Lining fields for all Freeport Area Youth Sports programs.
2. The maintenance of the fields during this agreement is the sole responsibility of the organization.
3. Maintaining the cleanliness of the, concessions stand #2 Bldg. 563, the storage area, power equipment, and bathrooms during Freeport Area Youth Sports programs

4. Provide all supplies needed for field maintenance during this agreement. To include but limited to: chalk, lime, field paint, markers, drying agents, sand, etc.
5. Provide cleaning supplies as necessary
6. Removing all trash to the dumpster
7. Provide fuel used for power equipment
8. Ensure cleanliness of the concession stand #2 Bldg. 563 upon the end of this agreement and return it to the way it was received. Clean and sanitized with all equipment in working order.
9. Maintain an open line of communication with the Director of Parks & Recreation.
10. Limit play to the one field (North) for the youth football program.
11. Provide a means to remove the football goals at both ends of the field if asked.

Other areas of agreement:

1. Any materials added to the building, fields, or storage areas will be approved by the Parks and Recreation Director.
2. No alterations to the buildings or facilities will be performed without approval by City Council.
3. All buildings with city equipment or supplies will be kept secure at all times.
4. Organizational records of any type will not be kept on City property in accordance with the Privacy Act of 1974

The above mentioned responsibilities are agreed upon by the Freeport City Council, and the President and Vice President of the Freeport Area Youth Sports Organization.

Failure to comply with the terms in this agreement will result in a breach of contract and all fees will be paid prior to continued use of the facilities. A breach of contract will also prevent the organization from requesting a waiver during the present and next fiscal years for the City of Freeport.

Dr. Jennifer Laird

Council Member

Ms. Elizabeth Brannon

Council Member

Mrs. Janice McLean

Council Member

Mrs. Kasey Cuchens

Council Member

Mr. Eddie Ferris

Council Member

President Freeport Area Youth Sports (print and sign)

Vice President Freeport Area Youth Sports (print and sign)

RESOLUTION 2016-__

Tab 14

WHEREAS, the City of Freeport accepted approximately sixty (60) acres of undeveloped land from Freeport 860 LLC for the sole purpose of the development of a city park; and

WHEREAS, the City of Freeport established a Freeport Recreation Committee for the original planning, designing and seeking public and private funding for the construction of the park; and

WHEREAS, per the deed restrictions, any future change in capital improvements and development of the park shall be in harmony with the architectural design of the Hammock Bay Community; and

WHEREAS, the City Council established a Recreation Board consisting of five (5) members which were: (1) the Director of Freeport Parks and recreation, (2) a member of Walton County's Recreation Board, (3) the Parks and Recreation Liaison from City Council of Freeport; (4) Mr. Tim Ard, member of the Town Planter's Society, (5) a member of the Hammock Bay Community Board of Directors; and

WHEREAS, all of these members were appointed by the City Council of the City of Freeport; and

WHEREAS, each of these board members shall serve for a period of one (1) year and be known as the "Freeport Recreation Committee"; and

WHEREAS, the Freeport Recreation Committee will meet twice per fiscal year on the second (2nd) Thursday in October and March, and as needed for any special projects or grants; and

WHEREAS, THE Freeport Recreation Committee shall be governed by the City of Freeport Land Development Code Section 2.03.03 Citizens Board; and

NOW THEREFORE BE IT RESOLVED that the City of Freeport hereby reestablishes "The Freeport Recreation Committee" which shall consist of the members as set forth above to perform the duties as set forth above.

ADOPTED this ____ day of _____, 2016.

CITY OF FREEPORT

ATTEST:

Mayor

City Clerk